30. Approve Amendment #2 to PS-595-01/BJC – Design and Environmental Permitting Services for Cross Seminole Trail North with Inwood Consulting Engineers, Inc., Oviedo ($15,999.00).

PS-595-01/BJC provides for the design and environmental permitting services for Cross Seminole Trail North. Amendment #2 will provide for post design services for the Cross Seminole Trail North. The additional cost for the revisions is $15,999.00. The following is a summary of the cost of the contact:

Original Contract Sum	$250,000.00
Amendment #1	14,293.92
Add Amendment #2	15,999.00
Revised Contract Sum	$280,292.92

Funds are available in account 077533-56068000 (Trails Development 2001, Construction and Design), CIP #DI50291X (187702). Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the County Manager to execute Amendment #2.

SECOND AMENDMENT TO ENVIRONMENTAL PERMITTING SERVICES AGREEMENT
(PS-595-01/BJC)
CROSS SEMINOLE TRAIL NORTH

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 17th day of January, 2002, as amended on January 15, 2004, between INWOOD CONSULTING ENGINEERS, whose address is 2504 Lake Lynda Drive, Suite 410, Orlando, Florida 32818, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONSULTANT and COUNTY entered into the above-referenced Agreement on January 17, 2002, as amended on January 15, 2004, design and environmental permitting services for the Cross Seminole Trail North; and

WHEREAS, the parties desire to amend the Agreement so as to increase the compensation paid to the CONSULTANT by the sum of FIFTEEN THOUSAND NINE HUNDRED NINETY-NINE AND NO/100 DOLLARS ($15,999.00) for post design services; and

WHEREAS, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

OG 1332 Rev

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a not to exceed sum of TWO HUNDRED EIGHTY THOUSAND TWO HUNDRED NINETY-TWO AND 92/100 DOLLARS ($280,292.92). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee amount stated above. Compensation shall be paid to the CONSULTANT at the rates as indicated in Exhibit "B" attached, "Rate Schedule".

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on percentage of total required services actually performed and completed. Upon review and approval of CONSULTANT'S invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

Andrew D. DeWitt

ANDREW D. DEWITT, Secretary

(CORPORATE SEAL)

INWOOD CONSULTING ENGINEERS

By: Alex B Hull

ALEX B. HULL, President

Date: 10/21/04

WITNESSES:

SEMINOLE COUNTY, FLORIDA

_____

By: _____
J. KEVIN GRACE, County Manager

_____

Date: _____

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney
AC/lpk
10/18/04
2am-ps-585

Within authority of Resolution No. 93-R-71 adopted February 23, 1993.