

PROFESSIONAL SERVICES

13. **Approve Amendment #3 to PS-5101-01/BJC - Professional Services for the Design and Environmental Permitting of the Cross Seminole Trail South – Phase I (Orange County to Mikler Road), with Dyer, Riddle, Mills & Precourt, Inc. of Orlando (Time Extension: March 18, 2005 through March 18, 2006).**

PS-5101-01/BJC provides professional design services and environmental permitting services for the Cross Seminole Trail South – Phase I (Orange County to Mikler Road) including preliminary engineering, public involvement, final engineering and a complete contract plans package suitable for bidding and construction purposes.

Addendum #3 will extend the current contract one additional year. This extension is necessary to provide additional design services during construction. All other terms and conditions remain the same.

Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the request and authorize the County Manager to execute the Amendment.

THIRD AMENDMENT TO DESIGN AND ENVIRONMENTAL PERMITTING SERVICES AGREEMENT (PS-5101-01/BJC) CROSS SEMINOLE TRAIL SOUTH - PHASE I

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 18th day of March, 2002, as amended on August 14, 2003 and on June 29, 2004, between **DYER, RIDDLE, MILLS & PRECOURT, INC.**, whose address is 1505 E. Colonial Drive, Orlando, Florida 32803, 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 CONSULANT and COUNTY entered into the above-referenced Agreement on March 18, 2002, as amended on August 14, 2003 and on June 29, 2004, for design and environmental permitting services for the Cross Seminole Trail South, Phase I; and

WHEREAS, the parties desire to amend the Agreement so as extend the term of the Agreement; and

WHEREAS, Section 18 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 2 of the Agreement, "Term", is hereby amended to read as follows:

SECTION 2. TERM. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties. This Agreement shall terminate upon completion of the Cross Seminole Trail South, Phase I, or four (4) years from the effective date of this

Agreement, whichever comes first.

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: DYER, RIDDLE, MILLS & PRECOURT, INC.

LAWRENCE L. SMITH
Assistant Secretary

By: _____
STEPHEN L. PRECOURT
Vice-President

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
1/4/05
3am-ps5101