

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL AND
ENGINEERING SERVICES FOR REAL ESTATE MANAGEMENT DEPARTMENT**

This Amendment made and entered into this _____ day of _____, 20__, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and S&ME, Inc., with offices in Tampa, Florida, hereinafter referred to as "Consultant," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Consultant entered into an agreement on August 9, 2016, pursuant to Pinellas County Contract No. 156-0008-CN (hereinafter "Agreement") pursuant to which the Consultant agreed to provide PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES associated with environmental assessment and remediation activities on an as needed basis for the County; and

WHEREAS, Section 25 of the Agreement permits modification by mutual written agreement of the Parties; and

WHEREAS, the County and the Consultant now wish to modify Section 7.2 the Agreement in order to increase the upset limit for all compensation to the Consultant , at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is increased from an amount not to exceed five hundred thousand dollars (\$500,000.00) to an amount not to exceed nine hundred twenty thousand dollars (\$920,000.00).
2. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its Board of County
Commissioners

Chairman

CONSULTANT:

Lane J. Maron

Authorized Signature

Lawrence J. Maron

Printed Authorized Signature

Principal Engineer

Title Authorized Signature

ATTEST:
KEN BURKE

Deputy Clerk

APPROVED AS TO FORM

By: *Burke*

Office of the County Attorney