



CONTRACT/AGREEMENT AMENDMENT FORM

Amendment No.: Nine (9)	City's Contract N	o./ Agreement No.: 2015-19									
Commission Meeting Date: 3/18/2025	Purchase Order	No.: 050702									
Project Name: Price Boulevard Widenin	g Phase I										
Originating Department/Division: Public Works/Engineering Point of Contact/Project Manager: Anthony Friedman											
Contractor: Consor Engineers, LLC											
Amendment required as a result of: ☐ Changed/Unforeseen Conditions ☐ Time Extension/Deletion	☐ Errors and Omissions ☑ Change in Price (+/-)	☑ Change in Scope ☐ Owner's Request									
	ing? Include effect on cor post design services inclu	•									
will be a need to retain the engineer of	anticipated to start construction and to complete several replan deviations or field a	truction in Spring 2025. When construction starts, there al post design services. These tasks include shop adjustments needed to work around any unforeseen easements.									
Attachments (list documents supportin	g change):										

1. Scope and Fee Schedule

Please fill in the information below as applicable. You must double-click the chart to open in Excel before										
entering data.										
Account Number	Project Number	Amount								
107-5000-541.31-05	R15PW1	\$170,562								
306-5000-541.31-05	R15PW1	\$127,812								

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CHANGE IN CONT	RACT PRICE	CONTINGENCY FU	NDS				
Please fill in the information b	double-click the chart to open in Excel befor	e entering data.					
Original Contract Amount:	\$2,394,028.31	Use of Contingency Funds? (Yes or No)	No				
Last Approved Amendment #	1 through 8	Original Contingonal Amounts					
Last Approved Change Order #		Original Contingency Amount:					
Prior Approved Amount: Amendments	\$2,155,307.66	Approved Use of Contingency Amount:					
Prior Approved Amount: Change Orders		Approved use of contingency Amount.					
Current Contract Price:	\$4,549,335.97	This (Degrees) (Increeses					
This Change Add/(Deduct):	\$298,373.69	This (Decrease)/Increase:					
Total Contract Amount w/ this change	¢4.947.700.66	Contingency Balance w/ this change	¢0.00				
(pending approval):	\$4,847,709.66	approved:	\$0.00				

CHANGE IN CONTRACT TIME

Please fill in the Initial & Final Dates of the Original Contract, and the Difference (days) for each subsequent amendment (the date will auto-fill for the amendment). Then fill in the corresponding Action and Basic Description. You must double-click the chart to open in Excel before entering data. There are extra rows hidden, and extra rows may be added if necessary.

Initial Date	Final Date	Difference (days)*	Action	Basic Description
10/2/2015	9/26/2016	360 days	Original	Initial Execution
9/27/2016	9/27/2017	365 days	Amendment One	
9/28/2017	1/28/2019	487 days	Amendment Two	
1/29/2019	5/31/2020	488 days	Amendment Three	
6/1/2020	5/31/2021	364 days	Amendment Four	
6/1/2021	7/31/2021	60 days	Amendment Five	
8/1/2021	6/4/2024	1,038 days	Amendment Six	
6/4/2024	6/4/2024	0 days	Amendment Seven	
6/4/2024	6/5/2025	366 days	Amendment Eight	
6/6/2025	9/30/2027	926 days	Amendment Nine	Post Design Services
Total		4,454 days		

^{*} Calendar days (not working days)

October 2019 Page **2** of **3**

RECOMMENDED: By:	2-27-25	Anthony Friedman	gned by Anthony Friedman - E-shadman@-orthpartf.gov, North Port, QU=Publc Works gl. CN=Anthony Friedman 5.02.14 15:52:38-05'00'
Contractor	Date	City POC/Project Manager	Date
APPROVED: Chuck Speake Digitally signed Date: 2025.02.	by Chuck Speake 18 12:39:09 -05'00'	Herrmann Date: 2	025.02.27 7 -05'00'
Donald Direct Digitally signed Donald Keith For Date: 2025.02 By: Keith Raney 15:01:01-050	.27	Budget Administratorigitally Kukhare By: Kukharenko 16:45:53	25.02.27
Purchasing	Date	Finance Director	Date
Digitally signed by J. Yarborough Date: 2025.03.04	ason	Ву:	
	Date	City Manager	Date
Ву:		Ву:	
City Clerk	Date	City Attorney	Date

Scope of Services

Professional Services Agreement
Price Boulevard
City of North Port RFP No. 2015-19

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JECHON.	

Attachments

Estimate of Work Effort and Cost – Prime Consultant Subconsultant scope and fee – FTE Subconsultant scope and fee – John T. Swen, R.L.A.

INTRODUCTION

The City of North Port executed a contract with Charlotte Engineering and Survey, a Florida corporation and wholly owned subsidiary of Consor Engineers, LLC (formally American Consulting Engineers of Florida, LLC) (The CONSULTANT), to design the widening of Price Boulevard from Sumter Boulevard to Toledo Blade Boulevard on September 28, 2015.

This supplemental scope of services is to provide post design, support during construction, services.

The original scope and supplementals thereto, through Supplemental Agreement No. 8, are substantially complete with the exception of the design services for the replacement of the bridge over the Myakkahatchee Creek and associated widening of Price Boulevard west of Sumter Boulevard. The design services for the Price Boulevard /Myakkahatchee Creek limits work is ongoing. This supplemental scope of services is to provide post design services on an as-needed / hourly basis during the construction of Price Boulevard improvements from east of Sumter Boulevard to west of Toledo Blade Boulevard.

The following services are to be provided by the CONSULTANT or the CONSULTANT's team which includes sub-consultants providing Signalization, Lighting, and Landscaping post design services.

DESCRIPTION OF POST DESIGN SERVICES

This Supplemental Agreement modifies the contract to provide supplemental services as follows:

1. PROJECT GENERAL TASKS

The CONSULTANT will coordinate with the City as well as subconsultants as needed to carry out the activities under this scope of services.

2. DESIGN SUPPORT

The CONSULTANT will provide input on issues that arise during construction related to such things as unforeseen conditions, temporary easement issues and Contractor requests for information (RFIs) and requests for modifications (RFMs).

3. CONSTRUCTION MEETINGS

The CONSULTANT will attend construction meeting on an as requested basis during the course of the letting and construction of the project.

4. PLAN REVISIONS

The CONSULTANT and "team" will provide plan revisions as requested during the course of construction. Such eventualities may include adjustments if a temporary easement is not available.

5. SHOP DRAWING REVIEW

The CONSULTANT and "team" will review shop drawing submittals for conformance with the plans and accept or recommend modifications as appropriate.

6. PROJECT CERTIFICATION

The CONSULTANT and "team" will provide field review evaluation of the constructed conditions as requested.

The CONSULTANT will review as-built drawings for compliance with the plans and contract documents as requested.

The CONSULTANT will provide ERP certification of construction completion and submit to SWFMWD if requested. Note this will require the Contractor's cooperation in addressing any as-built issues and providing as-built plans certified by a licensed surveyor of sufficient detail to demonstrate compliance with permit conditions and be accepted by SWFWMD.

7. POST CONSTRUCTION SERVICES

The CONSULTANT and "team" will provide evaluation of any warranty period issues, as requested, including performing a four month and twelve month inspection of plant materials to ensure compliance with the warranty requirements and providing a report identifying any recommendations.

SECTION 2 PROJECT SCHEDULE

The duration of services is anticipated to extend through March of 2029, coinciding with one year after the approximate anticipated construction completion date.

SECTION 3 COST PROPOSAL

The services described herein shall be provided for a hourly rate, not to exceed, cost of: \$298,373.69. A detailed estimate of work effort and sub-consultant information accompanies this proposal.

The cost proposal reflects an estimate of reasonably expected involvement during the construction phase. We will endeavor to keep our involvement at a minimum but at the same time wish to provide the City with any needed support to ensure the success of the project.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT Attachment A to Agreement No. 2015-19

	Price Blvd. S	upplemental A	greement No. 9	Post Design S	ervices	Consor Engir	neer, LLC		
	Hours From "SH	Principal/ Project	Senior Engineer	Project Engineer	EI ("Jr Eng.")	SH	Salary	Average	
	Summary - Firm"	Manager \$383.53	\$270.30	\$208.23	\$127.31	By Activity	Cost By Activity	Rate Per Task	
General Task	72	72	0	0	0	72	\$27,614.16	\$383.53	
Design Support	232	116	58	58	0	232	\$72,244.22	\$311.40	
Construction Meetings	36	36	0	0	0	36	\$13,807.08	\$383.53	
Plan Revissions	160	40	40	40	40	160	\$39,574.80	\$247.34	
Shop Drawing Review	358	90	0	0	269	358	\$68,508.67	\$191.37	
Project Certification	108	27	27	27	27	108	\$26,712.99	\$247.34	
Post Construction Services	32	32	0	0	0	32	\$12,272.96	\$383.53	
	998	413	125	125	336	998			
		\$158,206.13	\$33,787.50	\$26,028.75	\$42,712.51		\$260,734.88	\$261.26	

T1	7	T,		T,	7
			Check =	\$260,734.88	
SUBTOTAL ES	TIMATED FEE:				\$ 260,734.88
Subconsultant:	FTE				\$ 25,471.31
Subconsultant:	John Swen, LA				\$ 12,167.50
GRAND TOTAL	ESTIMATED FE	E:			\$ 298,373.69

Estimator: Consor, Bill Adams, PE

Price Boulevard

Post Design Services

																USI DESI	gn Services
Task	Description	Monthly Average Estimate			Per	Per Ea. Estimate		As-Built Review and Comment			SWFWMD Certification			Field Reviews (EA)			Total
No.	Description	Month	Hr / Month	Total	Ea.	Hr / Ea.	Total	Ea.	Hr / Ea.	Total	Ea.	Hr / Ea.	Total	Ea.	Hr / Ea.	Total	Total
1	General Task	36	2	72													72
2	Design Support	36	6	216										4	4	16	232
3	Construction Meetings	36	1	36													36
4	Plan Revissions				6	24	144]						4	4	16	160
	Shop Drawing																
5	Review				288	1.2	346							4	3	12	358
6	Project Certification	1						1	60	60	1	40	40	2	4	8	108
	Post Construction																
7	Services	12	2	24										2	4	8	32
	Totals			348			490			60			40			60	998

Notes: Shop drawing reviews anticipate 280 roadway/drainage shop drawing reviews at 1 hr each and 8 structural shop drawing reviews at 7 hours each, 1.2 hour average.



CORPORATE OFFICE Punta Gorda, FL

FLORIDA OFFICES DeFuniak Springs Fort Myers Lakeland Miami Tampa

INTRODUCTION

The City of North Port executed a contract with Charlotte Engineering and Survey, a Florida corporation and wholly owned subsidiary of Consor Engineers, LLC (formally American Consulting Engineers of Florida, LLC) (The CONSULTANT), to design the widening of Price Boulevard from Sumter Boulevard to Toledo Blade Boulevard on September 28, 2015. The original scope and supplementals thereto, through Supplemental Agreement No. 8, are substantially complete with the exception of the replacement of the bridge over the Myakkahatchee Creek and associated widening of Price Boulevard west of Sumter Boulevard. The Price Boulevard / Myakkahatchee Creek limits work is ongoing. This supplemental scope of services is to provide post design services on an as-needed / hourly basis during the construction of Price Boulevard improvements from east of Sumter Boulevard to west of Toledo Blade Boulevard.

The following services are to be provided by Florida Transportation Engineering, Inc. (SUB-CONSULTANT) which includes providing Signalization, Lighting, and ITS post design services.

DESCRIPTION OF POST DESIGN SERVICES

This Supplemental Agreement modifies the contract to provide supplemental services as follows:

1. PROJECT GENERAL TASKS – N/A

2. DESIGN SUPPORT

The SUB-CONSULTANT will provide input on issues that arise during construction related to such things as unforeseen conditions, temporary easement issues and Contractor requests for information (RFIs) and requests for modifications (RFMs).

3. CONSTRUCTION MEETINGS

The SUB-CONSULTANT will attend construction meetings on an as requested basis during the course of the letting and construction of the project.

4. PLAN REVISIONS

The SUB-CONSULTANT will provide plan revisions as requested during the course of construction. Such eventualities may include adjustments if a temporary easement is not available.

5. SHOP DRAWING REVIEW

The SUB-CONSULTANT will review shop drawing submittals for conformance with the plans and accept or recommend modifications as appropriate.

6. PROJECT CERTIFICATION

The SUB-CONSULTANT will provide field review evaluation of the constructed conditions as requested.

The SUB-CONSULTANT will review as-built drawings for compliance with the plans and contract documents as requested.

7. POST CONSTRUCTION SERVICES - N/A

SECTION 2 PROJECT SCHEDULE

The duration of services is anticipated to extend through March of 2029, coinciding with one year after the approximate anticipated construction completion date.

SECTION 3 COST PROPOSAL

The services described herein shall be provided for an hourly rate, not to exceed, cost of: **\$25,471.31**. A detailed estimate of work effort and SUB-CONSULTANT information accompanies this proposal.

The cost proposal reflects an estimate of reasonably expected involvement during the construction phase. We will endeavor to keep our involvement at a minimum but at the same time wish to provide the City with any needed support to ensure the success of the project.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Price Blvd Widening - Post Design Services FTE

County: City of North Port enter consultants proj. number

 FPN:
 9/9/2024

 FAP No.:
 FTE

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Sr Engineer	Project Engineer	Designer	Technician	Clerical	SH By	Salary Cost By	Average Rate Per
	Firm"	\$201.24	\$201.24	\$137.05	\$121.75	\$60.37	\$68.76	Activity	Activity	Task
Post Design Services	157	24	50	31	52	0	0	157	\$25,471	\$162.24
Total Staff Hours	157	24	50	31	52	0	0	157		
Total Staff Cost		\$4,829.76	\$10,062.00	\$4,248.55	\$6,331.00	\$0.00	\$0.00		\$25,471.31	\$162.24

Check = \$25,471.31 SALARY RELATED COSTS: \$25,471.31 OVERHEAD: 0% \$0.00 OPERATING MARGIN: 0% \$0.00 FCCM (Facilities Capital Cost Money): 0.00% \$0.00 EXPENSES: 0.00% \$0.00 SUBTOTAL ESTIMATED FEE: \$25,471.31 Survey (Field) \$0.00 0 4-man crew da \$ - / day Geotechnical Field and Lab Testing \$0.00 SUBTOTAL ESTIMATED FEE: \$25,471.31 Optional Services \$0.00 GRAND TOTAL ESTIMATED FEE: \$25,471.31 Estimator: FTE, Oliver Remy Rodrigues, PE

Price Boulevard Post Design Services

Task	Description -	Monthly Average Estimate			Per Ea. Estimate			As-Built Review and Comment			SWFWMD Certification			Field Reviews (EA)			Total
No.		Month	Hr / Month	Total	Ea.	Hr / Ea.	Total	Ea.	Hr / Ea.	Total	Ea.	Hr / Ea.	Total	Ea.	Hr / Ea.	Total	
1	General Task																0
2	Design Support	6	4	24										2	4	8	32
	Construction																
3	Meetings	12	1	12				_									12
4	Plan Revisions				3	12	36							3	4	12	48
	Shop Drawing																
5	Review				25	1	25							2	4	8	33
6	Project Certification							2	12	24				2	4	8	32
	Post Construction															<u> </u>	
7	Services																0
	Totals		•	36			61			24			0			36	157



August 20, 2024

Mr. William Adams Consor Engineering 2041 Vista Parkway, Suite 101 West Palm Beach, Florida 33411

Re: Price Blvd.

Dear Mr. Adams:

John T. Swen, P.A. (JTS) is pleased to submit the following proposal for professional services for the proposed Price Blvd. Landscape Improvements, located between Toledo Blade Blvd. and Sumpter Blvd., North Port, Florida.

I. Project Description

Project consists of landscape improvements to (13) Dry Stormwater Management Ponds and landscape and irrigation improvements to (5) five medians for Price Blvd., located between Toledo Blade Blvd and Sumter Blvd. in North Port, Florida.

II. Scope of Work

John T. Swen, P.A. will provide landscape architecture services for the above referenced project to include: <u>Construction/Post Construction Services</u>.

Construction/Post Construction Services are to be broken into (3) three phases.

PHASE 1: (3) three medians located at Price Blvd. and Toledo Blade Blvd.

PHASE 2: (2) two medians located at Price Blvd., and Sumter Blvd.

PHASE 3: (13) stormwater management ponds located between Toledo Blade Blvd. and Sumter Blvd.

III. Professional Services

John T. Swen, P.A. (JTS) proposes to provide the following specific Construction/Post Construction Services:

- A. <u>BID PROCESS</u> During the bidding process, (JTS) shall review and respond to Contractor Requests for Information, (RFI) concerning the landscape and irrigation drawings and specifications.
- B. <u>PRE-CONSTRUCTION</u> Prior to Construction (JTS) shall review and approve, reject or approve with comments, submittals by the Contractors for landscape and irrigation materials and products.
- C. <u>CONSTRUCTION</u> During the Construction Process, (JTS) shall inspect the plant materials delivered to the job site, prior to installation, and make recommendations for acceptance or rejection based on the plans and specifications. During Construction (JTS) shall also provide (1) one site

JOHN T. SWEN, P.A. | P.O. Box 494466, Port Charlotte, FL 33949 (941) 626-7365 | johnswenrla@gmail.com | LC 26000586

inspection of the landscaping and irrigation installation. A punch list shall be developed of any items that need to be addressed with recommendations for rejection or remedy if found deficient from the plans and specifications. At the conclusion of the landscape and irrigation installation, (JTS) shall provide (1) Final Inspection and provide a punch list of all items and make recommendations for acceptance or rejection.

D. <u>POST CONSTRUCTION</u> – After installation of the landscaping, (JTS) shall make a (4) four month and a (12) month inspection of the plant materials to ensure proper growth and maintenance and make recommendations for replacement or correction of any issues observed.

IV. Method of Compensation

- A. <u>Fees</u> Fees for the professional services outlined above shall be invoiced on an hourly basis, based on the attached 2024 RATE SCHEDULE and are estimated per the attached FEE ESTIMATES. Estimated fees shall not be exceeded without written authorization by the client.
- B. Payment Schedule Monthly progress billings will be made based on the actual time spent providing services within the previous month. It is agreed that any invoiced balance due and not paid within 45 days from the date of the invoice shall bear accrued at a rate of 1.5% per month. This interest amount will be automatically identified on subsequent invoices.
- C. <u>Additional Inspections</u> Additional inspections will be provided upon written authorization from the client, and shall be billed on a time plus expenses basis according to the attached rate schedule.
- D. <u>Reimbursable Expenses</u> The client shall reimburse (JTS) for costs incurred by this office on behalf of the client for printing, reproductions, photocopying, according to the attached rate schedule for expenses, unless otherwise specified in Paragraph IV.A. above.
- E. <u>Additional Services</u> If during the progress of the development, the client finds it necessary for (JTS) to provide additional services not described in this contract, (JTS) will be compensated at the hourly rate described in the attached rate schedule. Revising approved drawings or other documents for changes not initiated by this office shall be considered additional services.
- F. <u>Billing</u> All fees and reimbursable expenses shall be invoiced monthly as work progresses and are due upon receipt. Adherence to this provision is necessary to provide continuous effort on our part.

V. Supplementary Conditions

A. <u>Clients Responsibility and Accuracy of Information</u> - The client shall be responsible for providing all information such as Architecture and Engineering drawings and surveys, tests, and other information not included in the scope of services and for prompt review and decisions on work presented. The client shall be responsible for paying all application and permit fees. John T. Swen, P.A.

shall be entitled to rely upon the accuracy of services, information, reports and surveys supplied by others.

- B. <u>Ownership of Drawings</u> All original drawings, tracings, sketches and specifications shall remain the property of (JTS). The client shall retain exclusive use rights to all drawings.
- C. <u>Termination</u> The client reserves the right to terminate this and subsequent agreements at any time, with or without cause, by written notification. Should our services be terminated or suspended for any reason prior to completion, (JTS) shall be compensated for all work completed at the date of termination or suspension.
- D. <u>Stop Work</u> In the event that payment is not made according to the terms herein set forth, (JTS) may stop work on the project until payment is received and not be in default under the terms and conditions of this agreement.
- E. <u>Attorney Fees</u> The client agrees that this contract shall be interpreted according to the laws of the State of Florida and will reimburse (JTS) for reasonable attorney fees that may be expended in enforcing this contract.
- Indemnification The client agrees to indemnify John T. Swen, P.A. and/or its F. owner, directors, and/or employees from any and all liability, loss or damage John T. Swen, P.A. and/or its owners, directors, and/or employees may suffer as a result of claims, demands, costs or judgments against it and/or them, should the liability, loss or damage be caused by or arise out of other than the sole negligence of John T. Swen, P.A. and/or its owners, directors, and/or employees. It is understood that this indemnification also includes all liability, loss or damage to the above as a result of claims, demands, costs or judgements from any contractual matter(s) between the Client and/or Owner and any others involved with the Project, unless John T. Swen, P.A. and/or its owners, directors and/or employees have agreed to, in writing, their knowledge and specific responsibility associated with the contractual matters(s). It is understood that the liability for John T. Swen, P.A. and/or its owners, directors, and/or employees is limited to the amount of fee paid by the Client. Notwithstanding anything contained herein to the contrary, in accordance with §558.0035, Florida Statutes, no individual employee or agent of design professional business entity, John T. Swen, P.A., shall be individually liable for damages for negligence.

To initiate our services, please sign the original and return to us for our files. Thank you for the opportunity of providing this proposal and if you have any questions, please feel free to contact me.

Very truly yours,

John T. Swen, R.L.A. Landscape Architect

LA 0001032

JOHN T. SWEN, P.A. 2024 RATE SCHEDULE

<u>FEES</u>	<u>RATE</u>
Planner	\$175.00 / hr.
Landscape Architect	\$155.00 / hr.
Expert Witness	\$175.00 / hr.
Senior CAD Technician	\$100.00 / hr.
Technician	\$85.00 / hr.
Secretarial Time	\$55.00 / hr.

REIMBURSABLE EXPENSES

Photocopies	\$.25 each
Digital/CD	\$50.00 per CD
Prints – up to 24" x 36"	\$ 1.75 per Print
Prints – over 24" x 36"	\$ 5.00 per Print
Mylars – up to 24" x 36"	\$10.00per Print
Fedex, UPS, subconsultants, travel, etc.	ActualCostBasis

PRICE BLVD. LANDSCAPE AND IRRIGATION CONSTRUCTION/POST CONSTRUCTION FEE ESTIMATES

DESCRIPTION	PHASE	HOURLY RATE	EST HOURS	FEE ESTIMATE
A - BID PROCESS				
Contractor RFI's	1,2,&3	\$155.00	1.0	\$155.00
B - PRE CONSTRUCTION				
Landscape Submittals	1,2	\$155.00	1.0	\$155.00
Irrigation Submittals	1,2	\$155.00	1.5	\$232.50
C - CONSTRUCTION				
Plant Material Inspection	1	\$155.00	1.5	\$232.50
Plant Material Inspection	2	\$155.00	1.5	\$232.50
Plant Material Inspection	3 x (13)	\$155.00	.75 x (13)	\$1,511.25
Landscape Construction	1	\$155.00	1.5	\$232.50
Inspection				
Irrigation Construction	1	\$155.00	1.5	\$232.50
Inspection				
Landscape Construction	2	\$155.00	1.5	\$232.50
Inspection				
Irrigation Construction	2	\$155.00	1.5	\$232.50
Inspection				
Landscape Construction	3 x (13)	\$155.00	.75 x (13)	\$1,511.25
Inspection				
Landscape Final Inspection	1	\$155.00	2.5	\$387.50
Irrigation Final Inspection	1	\$155.00	2.0	\$310.00
Landscape Final Inspection	2	\$155.00	2.5	\$387.50
Irrigation Final Inspection	2	\$155.00	2.0	\$310.00
Landscape Final Inspection	3 x (13)	\$155.00	1.0 x (13)	\$2,015.00
D - POST CONSTRUCTION				
Post Project Review	1,2,&3	\$155.00	12.25	\$1,898.75
(4 Months)				
Post Project Review	1,2,&3	\$155.00	12.25	\$1,898.75
(12 Months)				
CONSTRUCTION/POST CONSTRUCTION TOTAL				\$12,167.50