EIGHTH AMENDMENT TO AGREEMENT #2015-19 PROFESSIONAL ENGINEERING SERVICES FOR THE WIDENING OF PRICE BOULEVARD FROM SUMTER BOULEVARD TO TOLEDO BLADE BOULEVARD

This Eighth Amendment to *Agreement #2015-19 Professional Engineering Services for the Widening of Price Boulevard, from Sumter Boulevard to Toledo Blade Boulevard*[1] for ("Eighth Amendment"), is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 ("City") and Consor Engineers, LLC, a Florida limited liability company, which is registered to conduct business in the State of Florida and whose address is 155 North Wacker Drive, Suite 4150, Chicago, Illinois 60606 (Consultant").

RECITALS

WHEREAS, on or about September 28, 2015, the parties entered into *Agreement #2015-19 Professional Engineering Services for the Widening of Price Boulevard from Sumter Boulevard to Toledo Blade Boulevard* (the "Original Agreement"); and

WHEREAS, on or about August 1, 2016, the Original Agreement was amended ("First Amendment") to change the scope to add three public meetings; to increase compensation $26,270.00; and to extend the time 365 days; and

WHEREAS, on or about March 2, 2018, the Original Agreement was amended ("Second Amendment") to change the scope to add various work; to increase the compensation $887,839.67; and to extend the time 487 days; and

WHEREAS, on or about June 26, 2018, the Original Agreement was amended ("Third Amendment") to change the scope to the design of stormwater ponds as wet ponds; to increase the compensation $368,742.96; and to extend the time 488 days; and

WHEREAS, on or about May 4, 2020, the Original Agreement was amended ("Fourth Amendment") to extend the time 364 days; and

WHEREAS, on or about July 5, 2021, the Original Agreement was amended ("Fifth Amendment") to extend the time 60 days; and

WHEREAS, on or about January 25, 2023, the Original Agreement was amended ("Sixth Amendment") to change the scope to update plans and redesign waterway crossings; to increase the compensation $1,218,827.95 : and to extend the time 1,038 days; and

WHEREAS, on or about August 3, 2023, Consultant's name and address changed to Charlotte Engineering and Surveying, LLC, whose address is 2818 Wesley Chapel, Florida 33544; and

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[1] Scope of the design extends from Myakkahatchee Bridge to Toledo Blade Boulevard

WHEREAS, on or about October 24, 2023, the Original Agreement was amended ("Seventh Amendment") to change the scope to add force mains for utilities; and to increase the compensation $175,125.00; and

WHEREAS, on or about January 1, 2024, the City Manager approved pursuant to Section 13 of the Original Agreement the assignment of Consultant's obligations and rights to Consor Engineers, LLC; and

WHEREAS, the parties mutually desire to amend the Original Agreement ("Eighth Amendment") to change the scope to design the road widening and related drainage infrastructure for the approximately 1500-foot distance between the proposed four-lane section at the Myakkahatchee Creek bridge and the existing four-lane section at the Sumter Boulevard intersection; to increase the compensation $218,988.00; and to extend the time 366 days; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

1. **EFFECT OF AMENDMENT/EFFECTIVE DATE**

   A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Eighth Amendment, all of which are incorporated by reference as if set forth fully herein. This Eighth Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.

   B. All references to this "Agreement" in the Original Agreement and this Eighth Amendment mean and include both the Original Agreement and this Eighth Amendment.

   C. This Eighth Amendment is effective as of the date the last party approves or executes it, as applicable (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

2. **ORIGINAL AGREEMENT** identifies the Consultant as Charlotte Engineering and Surveying , Inc. a wholly owned subsidiary of American Consulting Engineers of Florida, LLC. Effective August 3, 2023, the Consultant's name and address changed to Charlotte Engineering and Surveying LLC, a foreign limited liability company whose principal address is 2818 Cypress Ridge Boulevard, Suite 200, Wesley Chapel, FL 33544; effective January 10, the Consultant merged the companies and is now known as Consor Engineers, LLC.

3. ORIGINAL AGREEMENT – SECTION 18 NOTICES

Section 18 – Notices, is hereby amended to read in its entirety as follows:

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

As to the City: Anthony Friedman, P.E., PTOE, Transportation Engineer, City of North Port
Department of Public Works
1100 N. Chamberlain Boulevard
North Port, Florida 34286
(941) 240-8098
afriedman@northportfl.gov

With copies of claims
and demands sent to: City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, Florida 34286
northportcityattorney@northportfl.gov

As to Consultant: **Consor Engineers, LLC**
William Adams, P.E., Project Manager
2041 Vista Parkway, Suite 101
West Palm Beach, Florida 33411
(561) 253-9567
wadams@acp-fl.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

4. ORIGINAL AGREEMENT SECTION 2 - COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

Section 2A.1. to the Original Agreement is amended to read in its entirety as follows:

A. COMPENSATION

1. CONSULTANT shall receive a not to exceed amount of FOUR MILLION FIVE HUNDRED FORTY NINE THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS AND 97 CENTS ($4,549,335.97) as compensation for its services. This compensation shall include all

profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services and Fee Schedule (Attachments A and B, respectively) are attached hereto and incorporated within.

5. ORIGINAL AGREEMENT ATTACHMENT A – SCOPE OF SERVICES AND FEE SCHEDULE

Attachment A – Scope of Services for the Original Agreement is amended to add to the scope of the Eighth Amendment as attached.

6. ORIGINAL AGREEMENT ATTACHMENT C – PROJECT SCHEDULE

Attachment C – Project Schedule for the Original Agreement is amended to extend the time as attached.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment as follows.

(This space intentionally left blank; signature pages follow)

CONSULTANT
CONSOR ENGINEERS, LLC

By: _____
Name: Matthew P. Cass
Title: Corporate Secretary

ACKNOWLEDGEMENT

STATE OF North Carolina
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of January 2024 by Matthew P. Cass (name), as Corporate Secretary (title) for Consor Engineers, LLC (entity).

Linda DiFranco
Notary Public

X Personally Known OR ___ Produced Identification
Type of Identification Produced _____
My commission expires on 04-26-2026

LINDA DIFRANCO NOTARY PUBLIC CHATHAM COUNTY, NC

Approved by the City Commission of the City of North Port, Florida on February 27, 2024.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY