

**SECOND AMENDMENT TO AGREEMENT NO. 2018-40  
PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES FOR  
SITE SELECTION AND DESIGN SERVICES FOR UTILITIES ADMINISTRATION AND WAREHOUSE FACILITIES  
FOR LABOR ESCALATION AND TIME EXTENSION**

This *Second Amendment* to Agreement No. 2018-40 Professional Engineering/Architectural Services for Site Selection and Design Services for Utilities Administration and Warehouse Facilities for a price increase and time extension (“Second Amendment”), is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“City”) and Stantec Consulting Services, Inc, which is registered to conduct business in the State of Florida and whose address is 10220 - 103 Avenue NW Suite 400 Edmonton, AB T5J 0K4 CA (“Consultant”).

**RECITALS**

**WHEREAS**, on or around September 18, 2018, the parties entered into Agreement No. 2018-40 Professional Engineering/Architectural Services for Site Selection and Design Services for Utilities Administration and Warehouse Facilities (the “Original Agreement”); and

**WHEREAS**, on April 9, 2019, the City Commission directed staff to pursue the purchase of the proposed Talon Bay Site; and

**WHEREAS**, on February 25, 2020, the City Commission rejected Resolution No. 2020-R-06, authorizing the acquisition of the Talon Bay site, and directed staff to reevaluate properties previously considered; and

**WHEREAS**, on December 7, 2020, the City Commission directed staff to pursue the purchase of the Pan American Site; and

**WHEREAS**, on or around September 14, 2021, the parties entered into the First Amendment to Agreement No. 2018-40 to include additional professional engineering services, increased compensation, and extension of time to complete the acquisition, assessments, design, and construction services for the Pan American Site; and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to include increased compensation and extension of time to complete construction-phase services for the Pan American Site; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, 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, as amended, not inconsistent with this Second Amendment, all of which are incorporated by reference as if set forth fully herein. This Second 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 the First Amendment mean and include both the Original Agreement, as amended, and this Second Amendment.
- C. This Second Amendment is effective as of the date the last party signs it as identified below (the “Effective Date”) and shall continue as otherwise provided in the Original Agreement, as amended.

**2. ORIGINAL AGREEMENT SECTION 1 – CONSULTANT’S SERVICES**

Section 1B of the Original Agreement is amended in its entirety as follows:

- B. This Agreement shall commence immediately upon the execution of the Agreement by both the CITY and CONSULTANT and upon CONSULTANT’S receipt of the written Notice to Proceed from the CITY’S Purchasing office and shall continue through the completion of the project. The estimated completion date for the project is **June 15, 2026**.

**3. ORIGINAL AGREEMENT SECTION 2 – COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES**

Section 2A1 of the Original Agreement is amended in its entirety as follows:

A. COMPENSATION

- 1. CONSULTANT shall receive **ONE MILLION THREE HUNDRED SIXTY-SEVEN THOUSAND FIFTY-SIX DOLLARS AND FIFTY CENTS (\$1,367,056.50)** as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative cost, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement, excluding the site dependent optional services.

**4. ORIGINAL AGREEMENT EXHIBIT B – FEE SCHEDULE**

Exhibit B of the Original Agreement is amended in its entirety as attached.

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

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STANTEC CONSULTING SERVICES, INC

By: [Signature]  
Name: Ken J. Anderson  
Title: Senior Principal

SWORN ACKNOWLEDGEMENT

STATE OF Maryland  
COUNTY OF Frederick

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7 day of JUNE 2023 by Ken Anderson (name), as Vice President Bid (title) for Stantec Consulting Services Inc (entity).

[Signature: Lanetta Earby]  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_

LANETTA EARBY  
Notary Public, Maryland  
Frederick County  
My Commission Expires  
8/18/23

*[Faint background text: NOTARY PUBLIC, FREDERICK COUNTY, MARYLAND]*

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 202\_\_.

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

## EXHIBIT "B"

Agreement 2018-40  
Amendment 02  
February 15, 2023

FEE SCHEDULE  
CITY OF NORTH PORT  
PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES FOR  
SITE SELECTION AND DESIGN SERVICES

## Fee Schedule

Tasks	Basic Services Fee	Site Analysis Basic Service	Additional Civil Services 1 Fee	Amendment 1 Fee	Amendment 2 Fee	Site Dependent Optional Services
Task 1.0	\$ 33,736			\$ 15,000		
Task 2.0		\$ 29,362				
Task 3.0	\$ 71,966					
Task 4.0				\$ 14,025		\$ 39,062
Task 5.0	\$ 87,231					
Task 6.0	\$ 139,482			\$ 7,454		\$ 105,189
Task 7.0	\$ 343,530			\$ 70,034	\$102,355.50	
Task 8.0	\$ 182,118			\$ 75,607	\$ 68,896.00	
Task 9.1			\$ 51,500			
Task 9.2			\$ 10,500			
Task 9.3			\$ 2,760	\$ 1,900		
Task 10.1				\$ 13,000		
Task 10.2				\$ 28,600		
Task 10.3				\$ 18,000		
<b>SUB-TOTAL</b>	<b>\$ 858,063</b>	<b>\$ 29,362</b>	<b>\$ 64,760</b>	<b>\$ 243,620</b>	<b>\$171,251.50</b>	<b>\$ 144,251</b>
<b>DESIGN SERVICE FEE</b>	<b>\$ 887,425</b>		<b>\$ 64,760</b>	<b>\$ 243,620</b>	<b>\$171,251.50</b>	
<b>TOTAL</b>	<b>\$1,367,056.50</b>					