

**THIRD AMENDMENT TO AGREEMENT NO. 2021-41 PROFESSIONAL ENGINEERING SERVICES FOR
CRANBERRY BOULEVARD/HILLSBOROUGH BOULEVARD INTERSECTION IMPROVEMENTS DESIGN &
PERMITTING FOR WESTERN LEG OF ROUNDABOUT DESIGN MODIFICATIONS TO SCOPE AND PRICE**

This *Third Amendment* to Agreement No. 2021-41 Professional Engineering Services for Cranberry Boulevard/Hillsborough Boulevard Intersection Improvements Design & Permitting (“Third 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 Kimley-Horn and Associates, Inc., which is registered to conduct business in the State of Florida, and whose address is 1777 Main Street, Suite 200, Sarasota, Florida 34236 (“Consultant”).

RECITALS

WHEREAS, on or around March 22, 2021, the parties entered into Agreement No. 2021-41 Professional Engineering Services for Cranberry Boulevard / Hillsborough Boulevard Intersection Improvements Design & Permitting (the “Original Agreement”); and

WHEREAS, on or about October 24, 2023, the Original Agreement was amended (“First Amendment”) to change the scope to change the drainage pond location due to problems associated with land acquisitions and to increase compensation \$65,780.00; and

WHEREAS, on or about July 23, 2024, the Original Agreement was amended (“Second Amendment”) to expand the scope to include lighting improvements at the U.S. Route 41 and Cranberry Boulevard intersection, and to increase compensation \$20,615.00; and

WHEREAS, AdventHealth is planning to develop the adjacent property west of the project, requiring design modifications to the roundabout to be able to accommodate the driveway to this property; and

WHEREAS, the parties mutually desire to amend the Original Agreement to modify the scope to revise the western leg of the roundabout to accommodate the proposed development’s driveway, and to increase the compensation by \$53,000.00.

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 Third Amendment, all of which are incorporated by reference as if set forth fully herein. This Third 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 Third Amendment mean and include both the Original Agreement and this Third Amendment.

C. This Third 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.

2. ORIGINAL AGREEMENT SECTION 2 – Compensation and Payment for Consultant’s Services

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

CONSULTANT shall receive FIVE HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS (528,555.00) 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 out lined in this Agreement.

3. EXHIBIT A – SCOPE OF WORK

Exhibit A – Third Amendment Scope of Work is hereby added and set forth in the Agreement.

4. EXHIBIT B – FEE SCHEDULE

Exhibit B – Third Amendment Fee Schedule is hereby added and set forth in the Agreement.

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: *[Signature]*
Name: Gary J. Nadeau, P.E.
Title: Senior Vice President

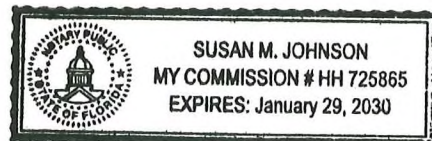
ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of March 2026, by GARY J. NADEAU (name), as SRVICE PRESIDENT (title) for KIMLEY-HORN AND ASSOCIATES, INC (entity).

[Signature]
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on _____, 2026.

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

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

EXHIBIT A – SCOPE OF WORK

Third Amendment to into Agreement #2021-41 Professional Engineering
Services for Cranberry Boulevard / Hillsborough Boulevard Intersection
Improvements Design & Permitting



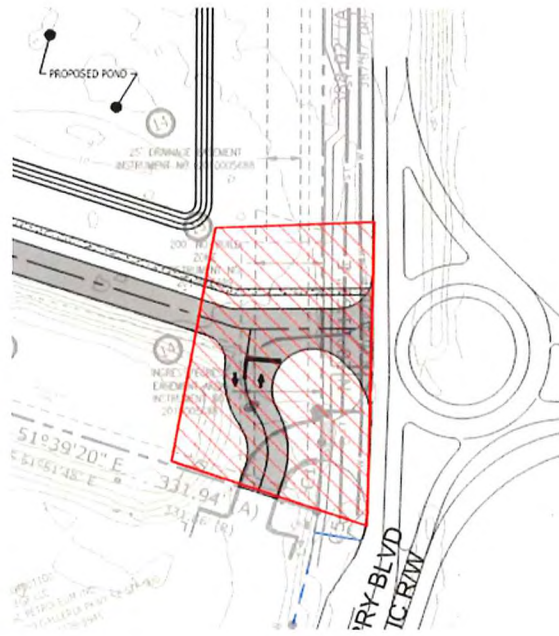
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Exhibit A to Amendment Number 3,
Dated February 12, 2026

Kimley-Horn shall perform the following Additional Services:

Task 14 – West Approach Redesign

At the Client’s request, Kimley-Horn will redesign the west approach of the Roundabout, as highlighted in the graphics below, to account for AdventHealth and RaceTrac entrance redesign.



West Approach Redesign will consist of the following:

A. Project Administration

Kimley-Horn will coordinate with the City of North Port, Charlotte County, and representatives of the RaceTrac and AdventHealth regarding the proposed revision to the west approach of the roundabout.

B. Roundabout Analysis

Kimley-Horn will redesign the west roundabout approach in accordance with governing standards established in the Agreement. Kimley-Horn will analyze the revised



approach geometry for criteria compliance consisting of fastest path and design vehicle turning movement (swept path) performance measures.

C. Stormwater Permitting

It is understood that a SWFWMD permit was obtained based on the original design of the project. Kimley-Horn will update the stormwater model and report based on changes to the design required to accommodate the revised west approach of the roundabout. Kimley-Horn will submit a permit modification to the SWFWMD and will respond up to two (2) rounds of comments. It is anticipated that a minor modification will be required. Should a major modification be necessary, this will be considered additional services.

D. FDOT Permitting

It is understood that an FDOT Construction Agreement was approved for the improvements to Cranberry Boulevard. Kimley-Horn will submit the revised plans to FDOT as a modification to the existing Construction Agreement. Kimley-Horn will respond up to one (1) round of comments.

E. Drainage Design

Kimley-Horn will revise the roadway stormwater design to account for the revised west approach to the roundabout.

F. Lighting Design

Kimley-Horn will revise the lighting analysis and design to account for the revised west approach to the roundabout.

G. Construction Documents

Kimley-Horn will revise and update the construction documents to reflect the revised west approach to the roundabout. It is anticipated that the following construction documents will need to be revised:

- Roadway Plans:
 - Summary of Pay Items
 - Summary of Drainage Structures
 - Plan Sheets
 - Grading Detail Sheet
 - Contours Grading Detail Sheet



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- Drainage Structures
- Pond Details
- Cross Sections
- Temporary Traffic Control Plans
- Utility Adjustment Sheets

- Signing and Pavement Marking Plans:
 - Tabulation of Quantities
 - Signing & Pavement Marking Plan Sheets

- Signalization Plans:

No revision anticipated. Should revisions to the Signalization Plans be required, this will be considered additional services

- Lighting Plans:
 - Tabulation of Quantities
 - Lighting Plan Sheet
 - Pole Data and Legend
 - Service Point Details

- Landscape / Irrigation Plans:

No revision anticipated. Should revisions to the Landscape / Irrigation Plans be required, this will be considered additional services

EXHIBIT B – FEE SCHEDULE



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Fee and Billing

For the Additional Services set forth above, Client shall pay Kimley-Horn the following additional compensation:

Kimley-Horn will provide the services described in Tasks 14 (as requested) for the Lump Sum fee listed below. Individual sub-task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task	Description	Fee
14	West Approach Redesign	
14.A	Project Administration	\$ 5,000
14.B	Roundabout Analysis	\$ 3,000
14.C	Stormwater Permitting (Minor Modification to existing ERP)	\$ 11,000
14.D	FDOT Permitting	\$ 5,000
14.E	Drainage Design	\$ 9,000
14.F	Lighting Design	\$ 5,000
14.G	Construction Documents	\$ 15,000
TOTAL LUMP SUM FEE		\$ 53,000