

**FIRST AMENDMENT TO AGREEMENT NO. 2018-40
PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES FOR
SITE SELECTION AND DESIGN SERVICES FOR UTILITIES ADMINISTRATION AND WAREHOUSE FACILITIES**

THIS FIRST AMENDMENT (“First Amendment”) to Agreement No. 2018-40 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., a New York corporation, registered to conduct business in the State of Florida (“CONSULTANT”).

WHEREAS, on September 18, 2018, the parties entered into Agreement No. 2018-40 (the “Original Agreement”) that contained the overall Scope of Services in Exhibit A, with detailed tasks and associated Fee Schedule in Exhibit B; and

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

WHEREAS, the parties mutually desire to amend the Original Agreement 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.

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 FIRST AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with the First Amendment, all of which are incorporated by reference as if set forth fully herein. The First 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 and this First Amendment.
- C. The First 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 First Amendment.

2. ORIGINAL 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 First Amendment 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 **August 15, 2023**.

3. ORIGINAL SECTION 2A1 – 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 ONE HUNDRED NINETY-FIVE THOUSAND EIGHT HUNDRED FIVE DOLLARS AND ZERO CENTS (\$1,195,805.00)** 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 A – SCOPE OF SERVICES

The Original Agreement Exhibit A is amended to include the additional services attached to this First Amendment as Exhibit A1. All references in the Agreement to “Exhibit A” refers to both Exhibit A and Exhibit A1.

5. ORIGINAL AGREEMENT EXHIBIT B – FEE SCHEDULE

The Original Agreement Exhibit B is amended to include the additional fee schedule attached to this First Amendment as Exhibit B1. All references in the Agreement to “Exhibit B” refers to both Exhibit B and Exhibit B1.

6. ORIGINAL AGREEMENT EXHIBIT C – PROJECT SCHEDULE

The Original Agreement Exhibit C is amended to include the additional project schedule attached to this First Amendment as Exhibit C1. All references in the Agreement to “Exhibit C” refers to both Exhibit C and Exhibit C1.

7. NEW SECTION 22 – E-VERIFY SYSTEM

Section 22 is added to read as follows:

22. E-VERIFY SYSTEM

Upon entering into this First Amendment, the CONSULTANT must be registered with and must continue after the commencement of this First Amendment to use the Department of Homeland Security E-Verify System as required by Section 448.095, Fla. Stat., Employment Eligibility, including but not limited to, verifying the work authorization status of all newly hired employees, and requiring all subconsultants and subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the contract.

IN WITNESS WHEREOF, the Parties have executed this First Amendment by the respective undersigned officers.

STANTEC CONSULTING SERVICES, INC.



Ken J. Anderson _____ (insert name)
Senior Principal _____ (insert title)

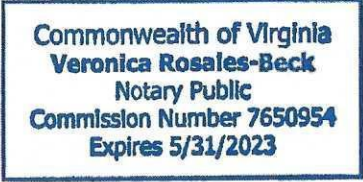
ACKNOWLEDGEMENT

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of August 2021, by Ken J. Anderson (name), as Principal & Sector Leader (title) for Stantec Architecture (entity).

Veronica Rosaes Beck
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on Sep 14, 2021.

CITY OF NORTH PORT, FLORIDA



Jason Yarborough, ICMA-CM
Interim City Manager

ATTEST



Heather Taylor, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS



Amber L. Slayton
City Attorney

EXHIBIT "A"

**Agreement 2018-40
Amendment 1
August 10, 2021**

**SCOPE OF SERVICES
CITY OF NORTH PORT
PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES FOR
SITE SELECTION AND DESIGN SERVICES**

I. Description of Project

This Amendment is to formally add additional services and funds to Agreement 2018-40 to facilitate direction provided by the North Port City Commission on December 7, 2020 to pursue the acquisition of an approximately 17.31 acre site on Pan American Boulevard as the site for the future Public Utilities Administration and Operations buildings.

After a series of communications between the City and the parcel owner, acquisition will be a two phase process. Therefore, this scope contemplates additional services to accomplish the following:

1. Assist the City and their representatives during a 'due diligence' phase where Stantec will work with the sellers engineer to further confirm the suitability of the site through a more detailed analysis of the site conditions including an off-site water management area to be provided by the seller. During this phase, Stantec and their sub-consultants will also perform analysis in the areas of a preliminary environmental assessment, cultural assessment, floodplain analysis and preliminary water management design, similar to what was provided for the Talon Bay site in advance of the entitlement phase.
2. Upon completion of the Due Diligence phase, should the City proceed with the purchase, Stantec will work to obtain the necessary land use entitlements for the site to allow for the permitting and construction of the proposed facilities. Specifically, this will include the preparation, submittal and public hearings associated with a Development Master Plan (DMP) application. Based on conversations with City Planning Staff, a rezone or comprehensive plan amendment for this site will not be required.
3. Stantec and the City will revisit the building programming portion of this project to review the proposed facility and new parcel layout to verify project approach is still accurate.

Lastly, some tasks performed for the Talon Bay site under the Original Contract or Additional Services 1 will need to be replicated under this addendum for this site, including management and coordination with the seller to facilitate the purchase of the property. These efforts are similarly captured in the amended scope and fee below.

II. Scope of Services

Task 1.0 Project Management and Coordination Meetings

Scope unchanged however additional budget fee for duration of these services being extend and additional 900 days.

Task 2.0 Site Analysis

No change to Contract Scope.

Task 3.0 Preliminary Programming & Site Layout Options

No change to Contract Scope.

Task 4.0 Site Identification and Acquisition

Support Stantec Civil and Site Development team for due diligence for the new site. This includes review of concept site plan test fit for sizing and setbacks and other constraints.

Task 5.0 Site Layout and Preliminary Design

No change to Contract Scope.

Task 6.0 Site Permitting

Support of Stantec Civil and site team for the new UDSPB Compliance application.

Task 7.0 Final Building Design

- Revision to programming including meetings with staff
- Architectural design team updates
 - Revise plan layouts (including wall layouts, door locations, partition tags, dimensioning)
 - Revise reflected ceiling plans
 - Update affected building sections
 - Revise door schedules
 - Updates to drawing sheets
 - Updates to 30% drawings
 - Update specifications
- Interior design team updates
 - Revise finishes
 - Revise casework
 - Revise ceilings
 - Updates to 30% drawings
 - Update specifications
- Structural design team updates
 - Sheet updates
 - Revise Structural Calculations
 - Specification updates
- Mechanical, Plumbing, and Fire Protection design team updates
 - Coordinate space requirements
 - Revise Heating/Cooling Load Calculations
 - Revise toilet rooms/showers

- Revise fire protection layouts
- Lighting design team updates
 - Revise lighting layouts and controls
 - Revise photometric models
 - Revise lighting calculations
 - Update drawing sheets
 - Specification updates
- Sustainability design team updates
 - Re-run daylight model
 - Review all credits for impact
- Design Coordination of the new building and site plan with consultants

Task 8.0 Construction Contract Administration (CA) Phase

Construction schedule extension from five months to twelve months which more accurately reflects current market conditions for a project of this type. The Stantec team will provide construction administration services for the extended construction schedule duration.

Task 9.1 Entitlement Services

No change to Additional Services 1 Scope.

Task 9.2 Additional Public Meetings

No change to Additional Services 1 Scope.

Task 9.3 Phase 1 Environmental Assessment

No change to Additional Services 1 Scope for the Talon Bay Entitlement effort however a cultural assessment needs to be completed for the Pan American Development Master Plan. This service will be performed by a sub-consultant to Stantec as part of this Amendment.

Task 10.1 Due Diligence (New Task)

The City of North Port is entering into a due diligence agreement with the seller of the tract referred to as the "Pan American Site". As part of that agreement, Stantec will provide the following services and coordination with the Seller and seller's engineer to confirm the developable nature of the subject property.

- Preliminary stormwater analysis consisting of:
 - Obtain available electronic topographic survey information that may be available in the public domain (GIS, SWFWMD, Sarasota County, etc.) for the site,
 - Determine the stormwater treatment and attenuation requirements based upon the City of North Port and SWFWMD criteria. Provide the stormwater discharge location and the required storage volume for the offsite stormwater management area, and
 - Review rough grading and prepare a preliminary cut/fill analysis
- Preliminary floodplain analysis utilizing the latest FEMA floodplain boundaries along with a review the new preliminary FEMA maps that have been issued for Sarasota County. The analysis will include:

- o Researching the latest FEMA floodplain maps to determine floodplain elevations within the project area,
- o Research City of North Port code to determine the minimum finish floor elevation requirements,
- o Compare the existing ground elevations to the floodplain elevation to determine the existing floodplain volume within the project area,
- o Evaluate the potential of impacting the existing floodplain with development or stormwater facilities based on the layouts provided under a separate task, and
- o Evaluate the requirements of "cup-for-cup" floodplain compensation.

10.2 Development Master Plan (New Task)

The property is currently in Activity Center #1 which allows for a broad range of commercial uses, including essential services. Based on conversations with City Planning Staff, an application for a Development Master Plan will be required to address proposed site conditions and ensure compliance with the spirit and intent of the Activity Center while recognizing the unique operational characteristics of the Utility.

With the cooperation of the Public Utilities Department and the Property Owner, Stantec will prepare and file an Development Master Plan to demonstrate to the Planning and Zoning Advisory Board and the City Commission that the proposed project is compliant with the current Zoning and Activity Center requirements. The elements of this application will include the following:

- Completed Application
- Project Narrative
- Ownership Documentation
- Modifications for Public Interests
- Map of Proposed Development Master Plan
- Traffic Impact Analysis *
- Environmental Assessment Survey (Wetlands, Wildlife & Vegetation Survey) *
- Phase I Environmental Assessment **
- Financial Analysis
- Deed Restriction
- Building Elevations
- Storm Water Analysis
- Cultural Resource Assessment (to be performed by sub-consultant)*
- Digital copies of all files

* Fees associated with these items were part of the existing 2018-40 scope and fee agreement however there were utilized for the Talon Bay Entitlement effort.

**Fee associated with this item were part of the Additional Services 1 for the Talon Bay Entitlement effort and needs to be completed for the Pan American DMP.

Stantec expects to prepare this application and submit for staff review within 60 days of authorization to proceed. Stantec will provide up to two responses to requests for additional information. Additionally, this scope includes representation (Planner, Engineer and Transportation Planner) at up to three (3) public hearings in support of the entitlement process.

Task 10.3 Additional Public Meetings and Coordination With Seller (New Task)

Stantec will represent the Public Utility Department as it's agent at the following public meetings:

- Preliminary meeting with adjacent property owners or other identified stakeholders (up to 3 meetings)

Stantec will prepare up to four exhibits for the resident meetings and will assist the City by conducting these information gathering sessions. Stantec representatives representing Planning, Architecture and Engineering will be present at these meetings.

Stantec will assist the City and coordinate with the Pan American Boulevard parcel owners and their representatives on the considerations for the purchase of the property and the shared elements such as access, stormwater facilities, utility facilities (such as sanitary lift station), and easements.

Scope Assumptions and Clarifications

The following assumptions are included in this Amendment scope of work.

- A boundary survey will be provided by the property seller.
- Platting and any easement sketch & descriptions for access, drainage, and/or utilities will be provided by the seller.

EXHIBIT "B"

Agreement 2018-40
Amendment 1
August 10, 2021

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 Services 1 Fee	Amendment 1 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	
Task 8.0	\$ 182,118			\$ 75,607	
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	
SUB-TOTAL	\$ 858,063	\$ 29,362	\$ 64,760	\$ 243,620	\$ 144,251
DESIGN SERVICE FEE	\$ 887,425		\$ 64,760	\$ 243,620	

EXHIBIT "C"

**Agreement 2018-40
Amendment 1
August 10, 2021**

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

Project Schedule

Original Estimated Completion Date per Agreement 2018-40: February 26, 2021.

Updated Estimated Completion Date: August 15, 2023. (Additional 900 days).

