

**SECOND AMENDMENT TO AGREEMENT NO. 2021-41 PROFESSIONAL ENGINEERING SERVICES FOR
CRANBERRY BOULEVARD/HILLSBOROUGH BOULEVARD INTERSECTION IMPROVEMENTS DESIGN &
PERMITTING FOR LIGHTING DESIGN MODIFICATIONS TO SCOPE AND PRICE**

This *Second Amendment* to Agreement No. 2021-41 Professional Engineering Services for Cranberry Boulevard/Hillsborough Boulevard Intersection Improvements Design & Permitting (“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 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, the Florida Department of Transportation requests changes to the lighting design at the intersection of Cranberry Boulevard and U.S. Route 41 as a part of the roundabout construction project; and

WHEREAS, the parties mutually desire to amend the Original Agreement to modify the scope to include the lighting changes and to increase the cost by \$20,615.00.

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 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 this Second Amendment mean and include both the Original Agreement 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.

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 FOUR HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS (\$475,555.00) 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 – Second Amendment Scope of Work is hereby added and set forth in the Agreement.

4. EXHIBIT B – FEE SCHEDULE

Exhibit B – Second 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: *Gary J. Nadeau*
Name: Gary J. Nadeau, P.E.
Title: Senior Vice President

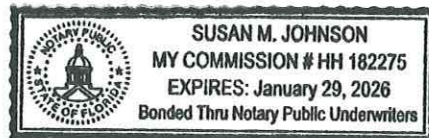
ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of June 2024, by Gary J. Nadeau (name), as Senior Vice President (title) for Kimley-Horn and Associates, Inc (entity).

Susan M. Johnson
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



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

EXHIBIT A – SCOPE OF WORK



**AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN THE
CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 2 dated April 25, 2024 to the agreement #2021-41 between CITY OF NORTH PORT, FLORIDA ("Client") and KIMLEY-HORN AND ASSOCIATES, INC., ("Kimley-Horn") dated March 29, 2022, ("the Agreement") concerning PROFESSIONAL ENGINEERING SERVICES FOR CRANBERRY BOULEVARD/HILLSBOROUGH BOULEVARD INTERSECTION IMPROVEMENTS DESIGN & PERMITTING (the "Project").

Kimley-Horn has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Kimley-Horn and provisions for additional compensation by the Client to Kimley-Horn, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

KIMLEY-HORN:

CITY OF NORTH PORT, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By:  _____

SETH SCHMID

Title: _____

Title: ASSOCIATE

Date: _____

Date: April 25, 2024

Kimley-Horn will perform the following Additional Services:

Task 13 – FDOT Lighting

At the Florida Department of Transportation's (FDOT) request, Kimley-Horn will evaluate and modify the existing lighting at the Cranberry Blvd and US 41 intersection. It was originally assumed that the minor signal modifications proposed with the project would not require redesign of the lighting elements. However, FDOT is now requiring lighting analysis and design be performed for the intersection.



Additional Intersection lighting design will consist of the following:

- A. Existing Conditions Analysis
Existing lighting system modeling in AGI to establish current conditions and impacts being made by the proposed roadway changes.

- B. Design
Kimley-Horn will provide lighting design and photometric analysis and layout lighting system modifications to bring the Cranberry Blvd. / US 41 intersection up to current applicable FDOT lighting requirements.



C. FDOT Coordination

Kimley-Horn will coordinate with the FDOT reviewer to ensure the concerns are addressed regarding the lighting values for the intersection.

D. Construction Documents

Kimley-Horn will revise and update the construction documents to reflect the new lighting design. It is anticipated that the following construction documents will need to be revised:

Lighting Plans consisting of:

1. Key Sheet
2. Tabulation of Quantities
3. General Notes
4. Pole Data Sheet
5. Lighting Plan Sheets (added)
6. Service Point Details
7. Special Details (if necessary)
8. Spread Footer Details (if necessary)

E. Permitting

Kimley-Horn will revise and update the FDOT permit application with the new proposed lighting plan files applicable to the FDOT.

EXHIBIT B – FEE SCHEDULE

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 13 (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
13	Task 13 – FDOT Lighting	
13.A	Lighting Analysis	\$ 12,640
13.B	Lighting Plans	\$ 7,975
TOTAL LUMP SUM FEE		\$20,615