



# CITY OF NORTH PORT

## CONTRACT/AGREEMENT AMENDMENT FORM

Amendment No.: Two (2)

City's Contract No./ Agreement No.: 2021-41

Commission Meeting Date: 7/23/2024

Purchase Order No.: 49341

**Project Name:** Professional Engineering Services for Cranberry Boulevard / Hillsborough Boulevard Intersection Improvements Design & Permitting

**Originating Department/Division:** Public Works / Engr.

**Point of Contact/Project Manager:** Anthony Friedman

**Contractor:** Kimley Horn & Associates, Inc.

**Amendment required as a result of:**

Changed/Unforeseen Conditions

Errors and Omissions

Change in Scope

Time Extension/Deletion

Change in Price (+/-)

Owner's Request

**Please complete the following sections, and attach additional pages as necessary:**

**Explanation of Request (What is changing? Include effect on completion time):**

Cost is increased by \$20,615 and time increased by 90 days to accommodate lighting design changes.

**Reason for Amendment (Why is it changing?):**

The design plans are at 100% completion and were submitted to FDOT to obtain a right of way use permit for the construction that will take place at the intersection of Cranberry Boulevard and US-41. As part of this application, the City's consultant received a comment from FDOT to request additional lighting be included at this intersection to ensure that it follows the criteria as required by the Florida Design Manual.

**Attachments (list documents supporting change):**

1. Scope and Fee for Amendment Two

Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.		
Account Number	Project Number	Amount
107-5000-541.63-00	R20HCI	\$20,615

CHANGE IN CONTRACT PRICE		CONTINGENCY FUNDS	
Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.			
Original Contract Amount:	\$389,160.00	Use of Contingency Funds? (Yes or No)	No
Last Approved Amendment #	One	Original Contingency Amount:	\$0.00
Last Approved Change Order #		Approved Use of Contingency Amount:	\$0.00
Prior Approved Amount: Amendments	\$65,780.00	This (Decrease)/Increase:	\$0.00
Prior Approved Amount: Change Orders		Contingency Balance w/ this change approved:	\$0.00
Current Contract Price:	\$454,940.00		
This Change Add/(Deduct):	\$20,615.00		
Total Contract Amount w/ this change (pending approval):	\$475,555.00		

Initial Date	Final Date	Difference (days)*	Action	Basic Description
3/30/22	10/3/23	552 days	Original	Initial Execution
10/4/23	9/28/24	360 days	First Amendment	Drainage design changes
9/29/24	12/28/24	90 days	Second Amendment	Add lighting design to scope
Total		1002 days		

\* Calendar days (not working days)

RECOMMENDED:

By:  9/21/24  
Contractor Date

By: \_\_\_\_\_  
City POC/Project Manager Date

APPROVED:

By: \_\_\_\_\_  
Department Director Date

By: \_\_\_\_\_  
Budget Administrator Date

By: \_\_\_\_\_  
Purchasing Date

By: \_\_\_\_\_  
Finance Director Date

By: \_\_\_\_\_  
Assistant City Manager Date

By: \_\_\_\_\_  
City Manager Date

By: \_\_\_\_\_  
City Clerk Date

By: \_\_\_\_\_  
City Attorney Date

**SECOND AMENDMENT TO AGREEMENT NO. 2021-41 PROFESSIONAL ENGINEERING SERVICES FOR  
CRANBERRY BOULEVARD/HILLSBOROUGH BOULEVARD INTERSECTION IMPROVEMENTS DESIGN &  
PERMITTING FOR DRAINAGE 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

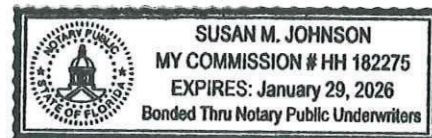
**ACKNOWLEDGEMENT**

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> 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



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