

**AMENDMENT #2 TO CONTRACT NO. 2019000279  
AGREEMENT BETWEEN CHARLOTTE COUNTY  
and  
FLORIDA TRANSPORTATION ENGINEERS, INC.  
for  
DESIGN COMPONENTS – INTERSECTION IMPROVEMENTS**

**THIS AMENDMENT #2** to Contract 2019000279 (the "Contract") is made by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 ("County"), and FLORIDA TRANSPORTATION ENGINEERING, INC., d/b/a FTE, 8250 Pascal Drive, Punta Gorda, Florida 33950 ("Consultant").

**WHEREAS**, pursuant to RFP No. 2019000279 and a selection and negotiation process conducted in accordance with the requirements of law and County policy, the County determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of professional services associated with intersection improvements (the "Project"); and

**WHEREAS**, the parties entered into Contract No. 2019000279 on August 12, 2019, for the Project; and

**WHEREAS**, on or about September 16, 2022, the parties agreed Amendment #1 to Contract No. 2019000279 to add additional survey services relating to intersection improvement for certain additional intersections along Veterans and Cochran Boulevards to the Contract; and

**WHEREAS**, the Consultant has been providing, and is capable of continuing to provide, the necessary Project services; and

**WHEREAS**, the parties desire to further amend Contract No. 2019000279 to add an additional Scope of Services for intersection improvements for the addition of a right turn lane along Veterans Boulevard at Norman Street.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the County and Consultant amend Contract No. 2019000279 as follows:


1. The effective date of this Amendment #2 is the date upon which this Amendment is signed by both parties.
2. The provisions of this Amendment #2, and **Exhibit A** attached to it, are specifically incorporated into, and made a part of, the Contract.
3. This Amendment #2 consists of the addition of certain Scope of Services, which Consultant agrees to perform, in accordance with the terms in this Amendment and **Exhibit A**.


4. The time for completion of the Project is extended to January 23, 2025 in accordance with **Exhibit A**.
5. County agrees to pay to Consultant an amount not to exceed Ninety-Two Thousand Seven Hundred Dollars and no cents (\$92,700.00) to perform these services in accordance with **Exhibit B** and the terms of the Contract.
6. All other provisions of the Contract and Amendment #1 not in conflict with this Amendment #2 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused the execution of this Amendment #2 as of the date and year written below.

WITNESSES:

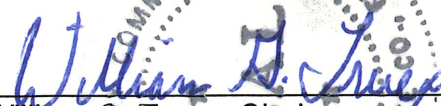
FTE


Signed By:   
Print Name: Kim Chamberlain  
Date: 7/11/24

Signed By:   
Print Name: Ravi Devaguptapu  
Title: President  
Date: 7/11/24

ATTEST:  
Roger D. Eaton, Clerk of Circuit Court and  
Ex-officio Clerk to the Board of County  
Commissioners

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

By:   
William G. Truex, Chairman  
Date: July 9, 2024

By:   
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY


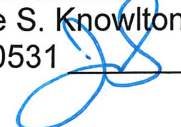
By:   
Janette S. Knowlton, County Attorney  
LR24-0531 

Exhibit List  
**Exhibit A** – Scope of Services  
**Exhibit B** - Fees

**AMENDMENT # 2**  
**CONTRACT NO 2019000279**  
**INTERSECTION IMPROVEMENTS**  
**VETERANS BLVD. AT NORMAN ST. RIGHT TURN LANE ADDITION**

**Exhibit A**  
**SCOPE OF SERVICES**

**TASK 1**      **ADMINISTRATION AND MEETINGS**

- 1.1 Project Administration: CONSULTANT shall provide management services necessary to effectively administer the project including: coordination of disciplines and sub-consultants, contract and billing maintenance, schedule generation and maintenance, and maintaining regular communication with the COUNTY.
- 1.2 Meetings: The CONSULTANT shall meet with COUNTY personnel to review project objectives, work plan, and schedule. Two (2) meetings are anticipated for this task.
- 1.3 Utility Coordination Meetings: CONSULTANT shall meet with affected utility companies to coordinate adjustment, relocation or removal of existing facilities that are in conflict with the proposed improvements.

**Task Deliverables: Copies of Meeting Minutes, Progress Reports and Progress Schedule updates to be submitted monthly. Meeting Minutes will be prepared and distributed for all meetings as defined above (if applicable).**

**TASK 2**      **SURVEYING**

CONSULTANT shall obtain or perform surveys as necessary to prepare a base map of the roadway corridor utilizing the following tasks:

- 2.1 Control Survey: Horizontal and vertical control shall be established according to the following:
  - a) Establish right-of-way limits based on ties to adjacent subdivision control points and ties to governmental one-quarter section corners.
  - b) Establish and reference horizontal and vertical survey control points along the project route at a maximum of 100-foot intervals.
  - c) Horizontal control will be based on "The State Plane Coordinate System" Florida Zone West, North American Datum of 1983 (2011 adjustment – EPOCH 2010 after August 2, 2014) with ties to existing Charlotte County monumentation.
  - d) Vertical control will be based on North American Vertical Datum of 1988, with vertical control loops tied to National Geodetic Benchmarks or Charlotte County Benchmarks.

## 2.2 Design Surveys

- a) The topographic survey shall extend 900' west of Norman Street and 500' east of Norman Street and 100' south along Norman Street. The data (horizontal and vertical locations) shall include the following:
- i. Location of all above ground visible improvements and utilities.
  - ii. Utility flagging as provided by Sunshine State One Call and CCUD to be scheduled by client. (Includes Charlotte County Fiber)
  - iii. Elevations taken at 50' station intervals and at change of grade extending 25' min. beyond R/W limits.
  - iv. Obtain elevations and dimensions of all existing drainage structures and drainage pipes.
  - v. Obtain dimensions and elevations of all existing above ground utility facilities including elevations of existing overhead utility lines if needed in conflict areas.
  - vi. Locate trees within project limits per Charlotte County requirements.
  - vii. Locate jurisdictional staking of wetlands.
  - viii. Prepare a Triangular Irregular Networks (TIN) utilizing the collected topographic data.

## **TASK 3 UTILITY COORDINATION**

- 3.1 Utility Coordination: The CONSULTANT shall furnish one (1) copy of the 60% plans to each utility located within the project limits. CCUD will be copied on all utility correspondence.

The CONSULTANT shall submit a Sunshine State One Call Design Ticket to identify potential UAO's within the project limits.

The CONSULTANT shall request that each utility affected by the planned improvements provide one (1) set of color-coded Green Line plans depicting the horizontal and vertical location of their respective active utility and any available As-built information.

The CONSULTANT shall obtain signed Utility Agreements from each utility affected by the planned improvements.

**Task Deliverables:**      **RGBs from UAOs and signed Utility agreements for any proposed utility relocations.**

## **TASK 4            PERMIT COORDINATION**

- 4.1 SWFWMD Pre-Application: Some intersection improvements may be an exempt activity provided it meets the specific criteria in accordance with 62-330.051 Exempt Activities, which in part states:

*8. All work shall comply with subsection 62-330.050(9), F.A.C.*

*(c) Minor roadway safety construction, alteration, maintenance, and operation, provided:*

- 1. There is no work in, on, or over wetlands other than those in drainage ditches constructed in uplands;*
- 2. There is no reduction in the capacity of existing swales, ditches, or other systems legally in existence under chapter 403 or Part IV of chapter 373, F.S.;*
- 3. All work is conducted in compliance with subsection 62-330.050(9), F.A.C.; and*
- 4. The work is limited to:*
  - a. Sidewalks having a width of six feet or less;*
  - b. Turn lanes less than 0.25 mile in length, and other safety-related intersection improvements; and*
  - c. Road widening and shoulder paving that does not create additional traffic lanes and is necessary to meet current, generally accepted roadway design and safety standards.*

However, if it is determined that alternative permitting processes are required it will be considered Optional Services.

- 4.2 Permit Exemption Applications: Permit application forms shall be completed by the CONSULTANT with the 60% Plans, and submitted to the COUNTY for appropriate signature. The CONSULTANT shall then submit the permit application(s) and/or requests to the appropriate agencies after COUNTY approval. The COUNTY shall pay for any permit application fees directly.

#### **TASK 5**      **60% PLAN PHASE**

- 5.1 Roadway: CONSULTANT shall perform design activities in support of the 60% plans. Traffic control design is to include phasing notes and typicals as necessary; CONTRACTOR to provide TTCP plan.
- 5.2 Drainage: Inlets and storm piping will be modified to accommodate the turn lane improvements. CONSULTANT shall conduct a detailed field review to document the existing conditions. CONSULTANT shall perform design activities in support of the 60% plans.
- 5.3 SAPM: CONSULTANT shall conduct a detailed field review to document the existing conditions. CONSULTANT shall perform design activities in support of the 60% plans.
- 5.4 Lighting: CONSULTANT shall conduct a detailed field review to document the existing conditions. CONSULTANT shall perform design activities in support of the 60% plans.

**Task Deliverables:**      **Two (2) 11"x17" hardcopies and an 11"x17" pdf.**

## **TASK 6**        **100% PLAN PHASE**

Based on COUNTY review and acceptance of the 60% plans, CONSULTANT shall prepare 100% plans. The intent of the 100% plans is to provide a complete and final set. Revisions after this point shall be considered additional work. An Engineers Estimate shall be provided.

- 6.1    Roadway: CONSULTANT shall perform design activities in support of the 100% plans.
- 6.2    Drainage: CONSULTANT shall perform design activities in support of the 100% plans.
- 6.3    SAPM: CONSULTANT shall perform design activities in support of the 100% plans.
- 6.4    Lighting: CONSULTANT shall perform design activities in support of the 100% plans.

**Task Deliverables:**        **One (1) 11"x17" hardcopy, 11"x17" pdf, and Engineer's Estimate.**

## **TASK 7 UTILITY LOCATION**

7.1    Utility Location: Collect utility location data for use in the engineering and plan production tasks. Utility location services will include the following work after 60% plan review and receipt of initial utility information:

- a) Designate or "trace" utilities using electronic pipe and cable locating equipment including Ground Penetrating Radar (GPR) to determine utilities that could be in conflict with construction activities.
- b) After review and determination of potential conflicts perform Sub-surface Utility Engineering (SUE) Services to verify existing utility locations for conflicts with new poles & structures. The intent of the SUE exercise is to provide Utility Investigation/Verification Services within the project limits. Verify vertical and horizontal positions (Vvh) of utilities as well as determining size, type, material, and condition of utilities.
- c) All designating and locating of utilities during this exercise will be recorded using survey grade GPS equipment and can be flagged/marked at any point during construction.
- d) All soft-dig sites will be restored to original condition.

## **TASK 8**        **FINAL BIDDING AND CONTRACT DOCUMENTS**

8.1    Specifications: CONSULTANT shall provide a standard specifications package assembled in general accordance with COUNTY Standards. Technical specifications shall be provided as needed and may consist of other standard specifications utilized by the COUNTY for items such as utilities, lighting and signing and marking.

It is assumed the COUNTY shall provide standard "front end" documents including, but not limited to; general conditions, special conditions, and special provisions. CONSULTANT shall assist the

COUNTY as necessary in modifying such documents to suit this project.

8.2 Bid Form/Quantities: CONSULTANT shall prepare and provide bid form summarizing all pay items and associated quantities.

8.3 Permits: CONSULTANT shall provide a copy of all permits acquired for the project including all associated general and special conditions to be included in the bid set.

Task Deliverables: Specifications Package in Word format, two (2) 11"x17" and two (2) 22"x34" hardcopy plans, one (1) signed and sealed 11"x17" hardcopy plans, pdf files 11"x17" and 22"x34", and Bid Forms in Excel format.

#### **TASK 9** **POST DESIGN SERVICES**

9.1 Respond to RFI's: Respond to Requests for Information (RFI) from the Contractor. CONSULTANT shall respond to RFI's within three (3) days of receipt.

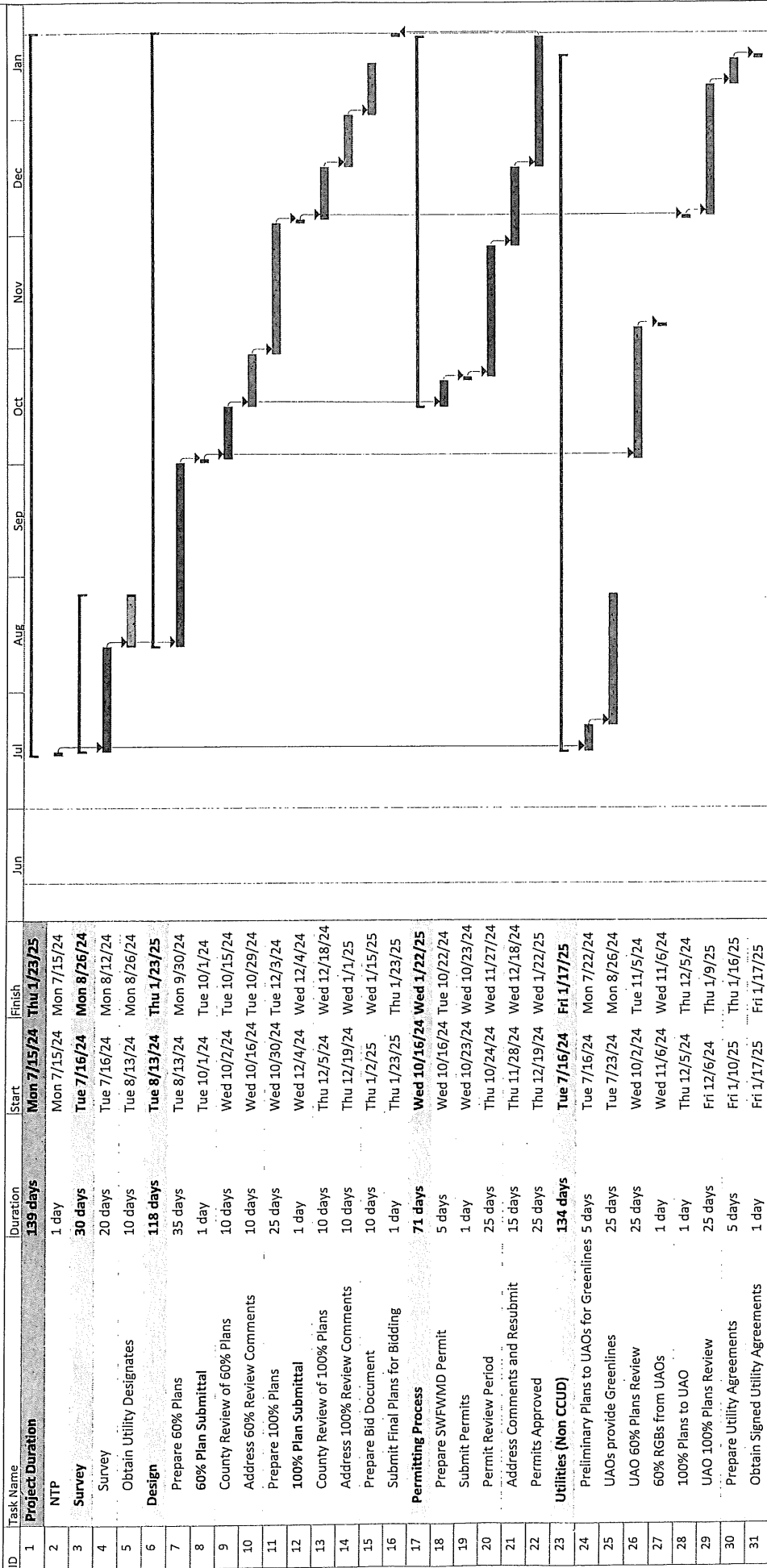
9.2 Shop Drawing Review: Review and approve or take other appropriate action in respect to shop drawings and samples, and other data which the CONTRACTOR is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. CONSULTANT shall respond to Shop Drawings within ten (10) days of receipt.

9.3 Record Drawings: CONSULTANT shall review and comment as appropriate (one time) on the as-built drawings prepared by the Contractor's professional surveyor registered in the State of Florida. Upon receipt of the necessary information and survey data, CONSULTANT shall prepare a set of record drawings. Field inspections are not included in this Task.

9.4 Certifications: Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project, CONSULTANT shall prepare and submit to the SWFWMD and COUNTY, the certificates of completion of construction and signed and sealed record drawings.

Task Deliverables: Signed and sealed SWFWMD certifications and record drawings.

# Veterans Blvd. at Norman St. Design Schedule



Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Critical
Milestone	External Milestone	Manual Task	Start-only	Critical Split
Summary	Inactive Task	Duration-only	Finish-only	Progress



**EXHIBIT B****Exhibit B****FEES**

<b>Task</b>		<b>Fee</b>	
1	Admin and Meetings	\$4,500	NTE
2	Surveying	\$7,000	NTE
3	Utility Coordination	\$6,200	NTE
4	Permit Coordination	\$2,000	NTE
5	60% Plans Phase	\$40,000	NTE
6	100% Plans Phase	\$20,500	NTE
7	Utility Locations	\$7,000	NTE
8	Final Bidding and Contract Documents	\$2,500	NTE
9	Post Design Services	\$3,000	NTE
<b>Total</b>		<b>\$92,700</b>	<b>NTE</b>