

**AMENDMENT #3 TO CONTRACT NO. 2019000279
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
FLORIDA TRANSPORTATION ENGINEERS, INC.
for
DESIGN COMPONENTS – INTERSECTION IMPROVEMENTS**

THIS AMENDMENT #3 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, on or about April 11, 2023, the parties entered into Amendment #2 to Contract No. 2019000279 to extend the term of the Contract through December 31, 2024; 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 involving the addition of a southbound right turn lane along Atwater Street at Veterans Boulevard, including related surveying, drainage, lighting, and utility coordination services.

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 #3 is the date upon which this Amendment is signed by both parties.
2. The provisions of this Amendment #3, and **Exhibits A and B** attached to it, are specifically incorporated into, and made a part of, the Contract.

3. This Amendment #3 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 February 28, 2026 in accordance with **Exhibit A**.
5. County agrees to pay to Consultant an amount not to exceed Fifty-Six Thousand Seven Hundred Thirty Six Dollars and no cents (\$56,736.00) to perform these services in accordance with **Exhibit B** and the terms of the Contract.
6. All other provisions of the Contract, Amendment #1 and Amendment #2 not in conflict with this Amendment #3 shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused the execution of this Amendment #3 as of the date and year written below.

WITNESSES:

FTE

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

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

By: _____

Joseph M. Tiseo, Chairman

Date: _____

ATTEST:

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Deputy Clerk

By: 
Janette S. Knowlton, County Attorney
LR25-0725 

Exhibit List

Exhibit A – Scope of Services

Exhibit B - Fees

AMENDMENT # 3
CONTRACT NO 2019000279
INTERSECTION IMPROVEMENTS
VETERANS BLVD. AT ATWATER ST. SOUTHBOUND 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 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: Progress Reports to be submitted monthly.

TASK 2 **SURVEYING**

The CONSULTANT shall obtain additional survey along Atwater St. north of Veterans Blvd. to north of Kenilworth Blvd. (approx. 600 feet length). This survey shall be combined with the existing survey as one complete survey.

2.1 Design Surveys

- a) The topographic survey along Atwater St. shall extend from the existing survey limits north of Veterans Blvd. to 150' north of Kenilworth Blvd. The data (horizontal and vertical locations) shall include the following:
 - i. Location of all above ground visible improvements and utilities.
 - ii. Elevations taken at 50' station intervals and at change of grade extending 5' min. beyond R/W limits.
 - iii. Obtain elevations and dimensions of all existing drainage structures and drainage pipes.
 - iv. Locate trees within project limits per Charlotte County requirements.
 - v. Prepare a Digital Terrain Model (DTM) utilizing the collected topographic data.

TASK 3 **UTILITY COORDINATION**

- 3.1 Utility Coordination: The CONSULTANT shall submit a Sunshine State One Call Design Ticket to identify potential UAO's within the extended project limits.

The CONSULTANT shall furnish one (1) copy of the 90% plans to each utility owner located within the project limits. CCUD will be copied on all utility correspondence.

The CONSULTANT shall request that each utility affected by the planned improvements provide one (1) set of color-coded RGB plans depicting the horizontal and vertical location of their respective active utilities and any available As-built information. Any utility conflicts will be coordinated with the UAO and included in the Utility Work Schedules.

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

TASK 4 **90% PLAN PHASE**

- 4.1 Roadway: CONSULTANT shall perform design activities in support of the 90% plans. The revised design shall include addition of a southbound right turn lane on Atwater St. to Veterans Blvd. New sidewalk is to be implemented along the east side of Atwater St. from Kenilworth Blvd. to north of Kenilworth Blvd and to connect to sidewalk along the west side of Atwater St.
- 4.2 Drainage: CONSULTANT shall perform design activities in support of the 90% plans.
- 4.3 SAPM: CONSULTANT shall conduct a detailed field review to document the existing conditions. SAPM to include a right turn lane and pedestrian crossings at 3 locations. CONSULTANT shall perform design activities in support of the 90% plans.
- 4.4 Lighting: CONSULTANT shall modify the intersection lighting design to accommodate the additional right turn lane. CONSULTANT shall perform design activities in support of the 90% plans.

Task Deliverables: **11"x17" pdf and Engineer's Estimate.**

TASK 5 **100% PLAN PHASE**

Based on COUNTY review and acceptance of the 90% 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.

- 5.1 Roadway: CONSULTANT shall perform design activities in support of the 100% plans.
- 5.2 Drainage: CONSULTANT shall perform design activities in support of the 100% plans.
- 5.3 SAPM: CONSULTANT shall perform design activities in support of the 100% plans.
- 5.4 Lighting: CONSULTANT shall perform design activities in support of the 100% plans.

Task Deliverables: **11"x17" pdf and Engineer's Estimate.**

TASK 6

FINAL BIDDING AND CONTRACT DOCUMENTS

- 6.1 Bid Form/Quantities: CONSULTANT shall update quantities (Roadway, SAPM, Lighting, Drainage) to include additional turn lane and sidewalks.

Exhibit B

FEES

Task		Fee	
1	Admin and Meetings	\$2,640	NTE
2	Surveying	\$4,500	NTE
3	Utility Coordination	\$5,000	NTE
4	90% Plans Phase	\$26,408	NTE
5	100% Plans Phase	\$15,688	NTE
6	Final Bidding and Contract Documents	<u>\$2,500</u>	<u>NTE</u>
Total		\$56,736	NTE