AMENDMENT #1 TO CONTRACT NO. 2019000279 AGREEMENT BETWEEN CHARLOTTE COUNTY and FLORIDA TRANSPORTATION ENGINEERS, INC. for DESIGN COMPONENTS – INTERSECTION IMPROVEMENTS

THIS AMENDMENT #1 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, the Consultant has been providing, and is capable of continuing to provide, the necessary Project services; and

WHEREAS, the County wishes to add additional survey services relating to intersection improvement for certain additional intersections along Veterans and Cochran Boulevards.

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 #1 is the date upon which this Amendment is signed by both parties.
- 2. The provisions of this Amendment #1, and **Exhibit A** attached to it, are specifically incorporated into, and made a part of, the Contract.
- 3. This Amendment consists of the addition of certain Project services, which Consultant agrees to perform, in accordance with the terms in this Amendment and **Exhibit A**.
- 4. County agrees to pay to Consultant an amount not to exceed Twenty-Five Thousand Five Hundred Dollars and no cents (\$25,500.00) to perform these services in accordance with **Exhibit A** and the terms of the Contract.
- 5. The time for completion of the Project is extended to June 30, 2023, in accordance with **Exhibit A**.
- 6. All other provisions of the Contract not in conflict with this Amendment #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the execution of this Amendment #1 as of the date and year written below.

WITNESSES:	FTE
Signed By: He Conturant Print Name: 9-16-22	Signed By: Analyse Print Name: Ravi Devaguphapu Title: President
	Date: 9 6 22
ATTEST:	BOARD OF COUNTY, COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA By William G Truex, Charman
Roger D. Eaton, Clerk of Circuit Court and Ex-officio Clerk to the Board of County	Date: Sept 13 3033 chr.
Commissioners	APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By. Deputy Clerk	By: Yan a. Fetteaut
	Janette S. Knowlton, County Attorney LR22-0706

Exhibits: Exhibit A

EXHIBIT A

AMENDMENT #1

CONTRACT NO 2019000279 INTERSECTION IMPROVMENTS ADDITIONAL TRAFFIC STORAGE VETERANS AT COCHRAN

Exhibit A SCOPE OF SERVICES

TASK 3 SURVEYING

CONSULTANT shall obtain or perform surveys as necessary to prepare additional survey for Cochran Blvd at Kenilworth Blvd intersection, Daybreak/76 gas station driveway, and Cochran Blvd at Peachland Blvd of the roadway corridor utilizing the following tasks:

- 3.1 <u>Control Survey:</u> 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.

3.2 Design Surveys

- a) The topographic 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. Obtain elevations and dimensions of all existing drainage structures and drainage pipes.
 - iv. Obtain dimensions and elevations of all existing above ground utility facilities including elevations of existing overhead utility lines if needed in conflict areas.
 - v. Locate trees within project limits per Charlotte County requirements.
 - vi. Prepare a Triangular Irregular Networks (TIN) utilizing the collected topographic data.

TASK 7 UTILITY COORDINATION

6.1 <u>Utility Coordination:</u> The plans shall depict all previously identified existing utilities in the 60% plan update. CCUD will be copied on all utility correspondence.

TASK 9 60% PLAN UPDATE

Upon BOCC conceptual design approval, CONSULTANT shall prepare 60% plans.

- 9.1 <u>Roadway:</u> CONSULTANT shall perform design activities in support of the 60% plans. Traffic control design is to include phasing notes and typical as necessary; CONTRACTOR to provide TTCP plan.
- 9.2 <u>Drainage:</u> Inlets and storm piping will be modified to accommodate the turn lane improvements. CONSULTANT shall perform design activities in support of the 60% plans.
- 9.3 <u>SAPM:</u> CONSULTANT shall perform design activities in support of the 60% plans.
- 9.4 <u>Signalization:</u> Pedestrian signal design to meet current ADA requirements. The CONSULTANT will update existing signal timings as necessary in accordance with FDOT and Charlotte County guidelines for pedestrian clearance and vehicle clearance intervals. CONSULTANT shall perform design activities in support of the 60% plans.
- 9.5 <u>Lighting:</u> CONSULTANT shall perform design activities in support of the 60% plans.

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

TASK 10 90% PLAN UPDATE

Based on COUNTY review and acceptance of the 60% plans, CONSULTANT shall prepare 90% plans. The intent of the 90% plans is to finalize all major aspects of the design subject only to minor changes by the COUNTY or other regulatory agencies. Major revisions at this point shall be considered additional work. An Engineers Estimate shall be provided.

- 10.1 Roadway: CONSULTANT shall perform design activities in support of the 90% plans.
- 10.2 <u>Drainage</u>: CONSULTANT shall perform design activities in support of the 90% plans.
- 10.3 <u>SAPM:</u> CONSULTANT shall perform design activities in support of the 90% plans.
- 10.4 <u>Signalization:</u> CONSULTANT shall perform design activities in support of the 90% plans.
- 10.5 <u>Lighting:</u> CONSULTANT shall perform design activities in support of the 90% plans.

Task Deliverables: Two (2) 11"x17" hardcopies, 11"x17" pdf, and Engineer's Estimate.

Exhibit B FEES

<u>Task</u>			Fee	
3	Survey		\$3,500	NTE
7	Utility Coordination		\$2,000	NTE
9	60% plans Update		\$10,000	NTE
10	90% plans Update		\$10,000	NTE
	ד	otal	\$25,500	

