

**AGREEMENT**

THIS IS AN AMENDMENT, dated the \_\_ day of \_\_\_\_\_, 2025, between:

**CITY OF PAHOKEE**, a Florida municipal corporation, hereinafter "CITY,"

and

**C.A.P. Engineering, Inc. (CAP)**, a company, authorized to do business in the State of Florida, hereinafter "CONSULTANT."

**THIS AMENDMENT** is between the City of Pahokee, (hereinafter called CITY) and, C.A.P. Engineering, Inc. (CAP), (also called CONSULTANT) and amends the Agreement entered into by the parties on January 14, 2025.

**WHEREAS**, pursuant to Resolution 2025-04, the City Commission of the City of Pahokee, Florida ("CITY") previously approved an emergency agreement with C.A.P. Engineering, Inc. for Construction Engineering Inspection (CEI) services related to the Barfield Highway Reconstruction Project; and

**WHEREAS**, the original agreement approved CEI services from C.A.P. Engineering, Inc. for an amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

**WHEREAS**, the City Commission has determined that an increase in the contract amount is necessary to complete the required CEI services for the Barfield Highway Reconstruction Project; and

**WHEREAS**, the parties desire to amend Article 4 of the existing Agreement entitled "CONTRACT PRICE" to with C.A.P. Engineering, Inc. to increase the total contract amount from Fifty Thousand Dollars (\$50,000.00) to One Hundred Twenty-Five Thousand Dollars (\$125,000.00), representing an additional Seventy-Five Thousand Dollars (\$75,000.00) in funding to be provided by the City of Pahokee; and

**WHEREAS**, the parties desire to enter into an amendment consistent with the terms and conditions set forth herein.

**IT IS MUTUALLY AGREED** by and between City and CAP as follows:

1. Article 4 of the existing Agreement entitled "CONTRACT PRICE" shall be amended:

*4.1 CITY shall pay CONSULTANT for completion of the Work in accordance with the payment schedule set forth below:*

*Fee Schedule:*

| <u>Position</u>                 | <u>Hourly Rate</u> |
|---------------------------------|--------------------|
| Principal                       | \$285              |
| Project Manager                 | \$250              |
| CEI Senior Project Engineer     | \$215              |
| CEI Project Engineer            | \$150              |
| CEI Inspector                   | \$100              |
| CEI Contract Support Specialist | \$106              |

*Reasonable reimbursable expenses such as travel costs shall be invoiced monthly and at direct cost.*

*The fee for all services will be based on the Fee Schedule listed above. The total fee to be paid to CONTRACTOR for services shall not exceed ~~Fifty Thousand Dollars (\$50,000.00)~~ One Hundred Twenty-Five Thousand Dollars (\$125,000.00).*

2. Except as expressly set forth herein, all other terms and conditions in the Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Agreement, the terms of this Amendment shall prevail.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the Amendment Effective Date first written above.

**CITY OF PAHOKEE**, a political  
subdivision of the State of Florida

\_\_\_\_\_  
Michael E. Jackson, City Manager

By: \_\_\_\_\_  
Keith W. Babb, Jr., Mayor

ATTEST:

By: \_\_\_\_\_  
Nylene Clarke, CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Burnadette Norris-Weeks  
City Attorney