



## Parks and Recreation Department



### **Eighth Amendment to the Engineering Design Services Contract Florida Coast to Coast Parrish Park Trailhead**

**This Eighth Amendment to the Engineering Design Services Contract Florida Coast to Coast Parrish Park Trailhead is made by and between the Brevard County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as "County"), and CPH Consulting, LLC, (hereinafter referred to as "Contractor"), a Delaware limited liability company authorized to transact business in the State of Florida.**

#### **Witnesseth:**

**Whereas, the parties hereto have previously entered into a Contract on May 30, 2019, under Contract Number 5042 (formerly Contract Number 4349), hereinafter referred to as the "Original Contract"; the First Amendment and Extension dated November 24, 2020; the Second Amendment and Extension dated April 26, 2021; the Third Amendment and Extension on October 20, 2021; the Fourth Amendment to Extend on February 15, 2022; the Fifth Amendment to Extend on April 18, 2022; the Sixth Amendment on August 12, 2022, and the Seventh Amendment on October 25, 2022 which are incorporated herein by this reference; and**

**Whereas, the County requires continued engineering services for the Florida Coast to Coast Parrish Park Trailhead, hereinafter referred to as the "Project"; and**

**Whereas, on January 18, 2024, the County issued the Notice to Proceed for the Optional Services Task 11 Post Design Services to the Contractor in an amount not to exceed \$22,357.25 in accordance with Section 5 – Compensation of the Original Contract.**

**Whereas, the County requested additional post-design services to address construction issues, redesign, and delays; and**

**Whereas, the Contractor provided the Additional Post Design Services Scope of Services, Hourly/Not to Exceed \$25,000, a copy of which is attached to this Agreement and incorporated herein by reference as Attachment A; and**

**Now, Therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:**

- 1. Recitals. The above recitals are true and correct and are incorporated into this Agreement by this reference.**

- 2. Section 5 – Optional Services under this Contract shall, if required and requested, be compensated in accordance with the Scope of Services, Optional Services, as described in Exhibit “A”. Compensation is hereby amended to incorporate the additional post-design services Hourly/Not to Exceed Amount of \$25,000. The total compensation for Task 11 Post Design Services is now \$47,357.25.**
  
- 3. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with these provisions of this Agreement shall remain in full force and effect.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.**

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Agreement to be executed by their duly authorized representatives.

Attest:

Board of County Commissioners of  
Brevard County, Florida

  
Rachel M. Sadoff, Clerk

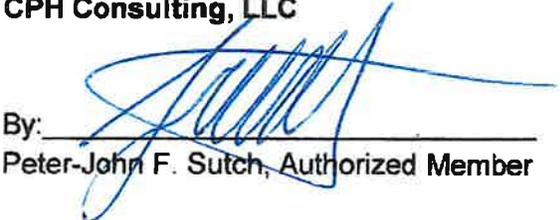
By:   
Jason Steele, Chair  
Date: 9/16/24

As Approved by the Board on March 6, 2018

Reviewed for Legal Form and Content  
for Brevard County:

  
Justin Caron,  
Assistant County Attorney

CPH Consulting, LLC

By:   
Peter-John F. Sutch, Authorized Member

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this 11<sup>th</sup> of September, 2024 by Peter-John F. Sutch, Authorized  
Member CPH Consulting, LLC, on behalf of the Limited Liability Company. He/she is personally  
known to me or has produced \_\_\_\_\_ as identification.

  
Notary Public Signature

[Notary Seal]

Denise Fordham  
Name typed, printed or stamped  
My Commission Expires: 5/10/25

