SECOND AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This Second Amendment to the Continuing Contract for Professional Services Agreement (hereinafter referred to as the "Second Amendment") is made and entered into this 8th day of September, 2026 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **CAPE DESIGN ENGINEERING CO.,** whose principal address is **2725 Center Place, Melbourne, FL 32940** (hereinafter referred to as "Consultant") (hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, on September 16, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services (hereinafter referred to as the "Original Agreement"); and

WHEREAS, Section 2 of the Original Agreement provides for a one (1) year term with three (3) one (1) year renewal options available; and

WHEREAS, on September 2, 2025, the Parties entered into a First Amendment to the Agreement to exercise the first of three (3) renewal options (the Original Agreement together with the First Amendment are collectively referred to herein as the "Agreement"); and

WHEREAS, the Parties now mutually desire to enter into this Second Amendment to amend the Agreement to exercise the second of three (3) renewal options to extend the term an additional year and correct a scrivener's error in the name of the Consultant; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Extension of Term**. Pursuant to Section 2, Term, of the Agreement, the term of the Agreement is hereby extended for an additional one (1) year commencing September 17, 2026, and shall remain in full force and effect, unless otherwise extended or terminated in writing. One (1) one-year renewal option remains under the Term.

3. **Scriveners Error.** The legal name of the consultant referenced throughout the Original Agreement is hereby amended from Cape Design Engineering, Inc. to Cape Design Engineering Co. to fix a scrivener's error contained in the Original Agreement.

4. **Effective Date**. This Second Amendment shall be effective upon execution by the Parties.

5. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this Second Amendment, this Second Amendment shall govern.

6. **Counterparts.** The Parties agree for purposes of this Second Amendment, the Second Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Second Amendment as to the Parties and may be used in lieu of the original Second Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

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IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Second Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson

Linda Hudson, Mayor

9/8/2026

Date

APPROVED AS TO FORM AND CORRECTNESS:

Sara K. Hedges, Esq., City Attorney

CONSULTANT - CAPE DESIGN ENGINEERING, CO.:

By: Inga I. Young

Print: Inga I. Young Title:President

Today's Date:8/20/26

Approved as to legal form and correctness by the CAO on 08.10.26