

**DESOTO COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM  
(CDBG-MIT) DESIGN AND PERMITTING SERVICES FOR THE KING  
AND BAKER DRAINAGE SYSTEM PROJECT  
AGREEMENT AMENDMENT  
Bid #23-14-00RFQ**

**THIS AGREEMENT AMENDMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266; and **THE WEILER ENGINEERING CORPORATION**, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 201 West Marion Avenue, Suite 1306, Punta Gorda, Florida 33950.

**WHEREAS**, an Agreement was entered into on the 12th day of September 2023, between COUNTY and CONSULTANT for DeSoto County's Community Development Block Grant Mitigation Program (CDBG-MT) Design and Permitting Services for the King and Baker Drainage System Project and;

**WHEREAS**, the original Agreement entered into on the 12th day of September 2023, omitted language that Florida Commerce is now requiring for reimbursement, and;

**WHEREAS**, this Agreement was amended on July 9, 2024, to include omitted language as required by Florida Commerce, which is hereby incorporated by reference, and;

**WHEREAS**, the COUNTY and CONSULTANT desire to further amend this Agreement, extending the Agreement for an additional **SIX (6)** months through April 16, 2025, and;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the Agreement for the Community Development Block Grant Mitigation Program (CDBG-MT) Design and Permitting Services for the King and Baker Drainage System Project and extend it for six months.

**SECTION 1. INCORPORATION BY REFERENCE.** The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true; and;

**SECTION 2. TIME OF PERFORMANCE.**

By the signing of this Amendment, the CONSULTANT hereby agrees to fully and completely perform the Scope of Services by April 16, 2025.

**SECTION 3.** The CONSULTANT shall comply with all specific completion dates and sequences indicated in the Scope of Work. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONSULTANT shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any rights of the COUNTY.

**SECTION 4.** All other provisions of the September 12, 2023 Agreement, along with any subsequent amendments, shall remain in full force and effect.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Agreement as of the \_\_\_\_\_ of \_\_\_\_\_ 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy J. Hines  
County Administrator

By: \_\_\_\_\_  
Jerod Gross  
Chairman

BoCC Approved: \_\_\_\_\_

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Donald D. Conn  
County Attorney

Date: \_\_\_\_\_

WITNESSES:

**THE WEILER ENGINEERING  
CORPORATION**

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_