

**AGREEMENT  
Number 2005-05**

**BETWEEN  
CITY OF NORTH PORT  
AND TGW ENGINEERING, INC  
FOR  
MYAKKAHATCHEE CREEK GREENWAY  
MASTER PLAN**

THIS IS AN AGREEMENT made as of July 25, 2005 between the City of North Port (CITY) and TGW Engineering (ENGINEER) The CITY intends to create a Greenway along the Myakkahatchee Creek corridor arising from the recognition that the waterway and open space system provides important natural habitat water supply flood control capacity cultural resources water quality benefits and unique recreation opportunities The Greenway Master Plan objective is to protect the City of North Port water supply natural waterway corridor and open space by describing the types of land uses recreation activities and management practices that will be allowed within the Greenway boundaries as the CITY changes over time

The CITY requires professional planning and engineering services to prepare the Master Plan conduct required inventory and analysis provide planning and stakeholder coordination develop management strategy and Phasing Plans estimate costs for implementing the Project and assist the CITY with potential grant funding of the Project Future phases of the Greenway program are anticipated to include design permitting and construction services to implement the project

**WHEREAS** the CITY has determined that it is necessary expedient and in the best interest of the CITY to retain one or more engineer(s) to perform studies related to the functions of the Public Works Department

**WHEREAS** the CITY issued a Request for Proposals #2005 05 on November 5 2004 and

**WHEREAS** the CITY evaluated and ranked the proposals in accordance with Florida State Statue 287 055 and selected the ENGINEER to perform the Greenway Program (Project)

**WHEREAS** the CITY desires to employ the ENGINEER in connection with the Project upon the terms and conditions herein and the ENGINEER is desirous of obtaining such employment has reviewed the professional services required pursuant to this Agreement and is qualified willing and able to provide and perform all such services in accordance with its terms

**NOW THEREFORE** the CITY and the ENGINEER in consideration of the mutual covenants contained here do agree as follows

## **1 0 SCOPE OF SERVICES**

### Task 1 - Data Acquisition, Inventory, and Mapping of Myakkahatchee Creek

- 1 1 The ENGINEER will initiate the Project by obtaining and inventorying available data to best describe the existing and future conditions within the study area. The focus of these conditions are on existing flows surrounding land use recreational activities natural habitats and water quality based on readily available data. It is anticipated that the data will be in various formats requiring reformatting for evaluation and for development into mapping and GIS analysis layers. The CITY will provide the ENGINEER with current land use utility ownership and development data as detailed in **Attachment A**. GIS or CAD data provided by the CITY will be georeferenced to the state plane coordinate system. The ENGINEER shall obtain other available data from its archives and state and local databases. The current study area in this phase of the Greenway will be located within North Port City limits (US 41 to City Ecological Park north of I 75) and primarily within the flow way and immediate proximity of the Myakkahatchee Creek.
- 1 2 Once the data has been obtained the ENGINEER will conduct one field visit in order to obtain a good sense of the environment and conditions within the anticipated Myakkahatchee Greenway. Field information such as photographs and noted features collected will be utilized in the Greenway database and subsequent conceptual plan.
- 1 3 Upon inventorying the available information the ENGINEER will provide one meeting with the CITY staff to discuss the data collection findings. It is assumed within the budget presented herein that current available data as inventoried shall be sufficient for the master planning of the Project. If large data gaps or critical information is missing the CITY and ENGINEER shall discuss options for handling data needs if required additional data may be collected by the ENGINEER through a supplemental work assignment.

Upon concurrence between the CITY and ENGINEER the Greenway database and project boundaries will be established for the Project.

- 1 4 The ENGINEER will utilize the data to develop overview GIS based maps of the area of study. Mapping shall include natural resource opportunities and constraints (soils topography floodplains wildlife habitats and plant communities) historic resources (prehistory and recent history) land use ownership and easements.

1 5 Concurrent with the above tasks the ENGINEER will work to identify and tabulate potential funding sources and related requirements Potential funding source agencies listed for contact include the following

- SWFWMD (Basin Board Funding)
- FDOT (TEA 21 Lining Transportation and Recreation)
- FDEP (FRDAP Division of Recreation and Parks)
- EDA (Public works grant funding)
- Sarasota County
- Florida Urban Forestry Council
- Land and Water Conservation Funds
- The Trust for Public Lands

1 6 Upon completing subtasks 1 1 through 1 5 the ENGINEER will provide support assistance to the CITY for conducting one initial Public Workshop The objective of the initial workshop is to engage early the CITY and associated stakeholders the CITY s intent to develop the Greenway project The ENGINEER will prepare a 1 page summary of the Project status to be used as an agenda for the workshop and submit to the CITY for review The ENGINEER will assist in preparing relevant poster boards representing the overall concept of the project for use in the public workshop The CITY will participate as the lead role within the public workshops public presentations and primary public contact and media information The CITY shall provide the ENGINEER with a list of citizen environmental and business groups with current addresses in the event the CITY intends for the ENGINEER to assist in supplying mail out brochures or surveys The ENGINEER will provide up to 50 flyers or brochures for the CITY to mail out to potentially interested groups

The ENGINEER will attend the initial public workshop at a location provided by the City and bring maps poster boards and related presentation material of the Project area Public notices will be provided by the City The ENGINEER will support the CITY in presenting information regarding the data collected and discuss the process for developing the Greenway master plan A straightforward user preference survey shall be prepared and handed to the participants The survey shall list potential Greenway recreational and educational activities (walking trail equestrian trail canoeing kayaking etc ) and environmental features The intent of the survey is to receive public input through the participants marking which criteria uses or items are important to them in the development of the Greenway Plan The ENGINEER shall collect the surveys tabulate the results and report the findings to the CITY

## Task 2 – Develop Conceptual Greenway Plan

Upon completion of Task 1 the ENGINEER shall begin the task of developing a conceptual Greenway plan based upon City needs public interests and existing constraints

2.1 Create Criteria Matrix for qualitative analysis and prioritization of key components  
The following driving forces and constraints shall be described

- Public Interests/Needs/Concerns
- Existing environmental/topographical/institutional constraints
- Future influences/improvements

These drivers shall be developed into Greenway Plan with emphasis on for the following

- Program areas water quality and conservation habitat protection educational recreational flood protection and archeological
- Funding grants land swapping low interest loans Green bonds park revenues program phasing

2.2 The ENGINEER shall initiate the Greenway Concept Plan Development that will include

- Base map development Development of a GIS base map/maps with adequate scale to show the proposed Greenway alternatives
- Program requirements/options
  - 1 Water quality options for improving water quality within the Creek
  - 2 Flood protection options for providing additional flood control within or in areas adjacent to the Creek
  - 3 Wetlands identify existing wetland areas and potential wetland areas which could be restored or improved
  - 4 Habitat identify potential areas of threatened and endangered species and opportunities to preserve these areas
  - 5 Archeological identify historically significant areas and opportunities to preserve these areas
  - 6 Recreational identify potential recreational uses along the Greenway both landward and waterward as well as potential linkages proximity to other recreational uses/destinations in the project area and public access points
  - 7 Educational identify potential educational opportunities in conjunction with the existing school and ecological park
- Development of a maximum of three (3) alternatives combining the elements identified above
- Narrative and planning map overlays showing the proposed alternatives

- 2 3 Plan Public Workshop – The ENGINEER will assist the CITY in supporting and participating in a Plan Public Workshop The intent of this workshop is to keep the CITY and stakeholders informed of the current progress and developed alternatives as this stage of the Greenway Plan The ENGINEER will prepare technical and supporting exhibit information The workshop should provide a means to obtain input from City Council special interests residents and businesses It is anticipated a survey specific to the Plan workshop will be prepare distributed collected and tabulated accordingly comparable to the initial workshop described in Task 1 6 The workshop location and public notices will be provided by the CITY

### Task 3 –Create and Produce Greenway Master Plan

Upon completion of Task 2 the ENGINEER shall begin the task of producing a Greenway Master Plan for the Myakkahatchee Creek based upon CITY needs public interests and existing opportunities and constraints The information and input gathered in the preceding work efforts will provide a basis for defining the Plan and developing a detailed roadmap for the development of the Greenway

- 3 1 Finalize Greenway program elements for alternative analysis The ENGINEER shall
- Detail and prioritize the particulars of individual program elements that the interested parties desire in the Greenway
  - Determine area needs for program elements
  - Refine mapping for identifying areas for program elements
  - Develop cost estimates of program elements
  - Identify long term management plan and associated maintenance costs
- 3 2 Develop alternative analysis based on public input constraints and costs Based on this analysis the ENGINEER shall develop a means of selecting the most feasible alternative for the overall program Provide an alternative ranking based on the given criteria
- 3 3 Define the highest ranked alternative plan The ENGINEER shall provide more detailed narrative mapping of current and future conditions and cost estimates of this plan
- 3 4 Develop Greenway phasing plan options based on land acquisition costs permitting and agency interaction
- 3 5 Develop a Greenway management program with yearly management activities and anticipated annual costs for manpower and equipment
- 3 6 Produce Draft Master Plan Document The ENGINEER shall document the results of the study and planning elements which will describe the Greenway Plan in terms

necessary for public and agency understanding and implementation. The ENGINEER shall produce 10 copies of the Master Plan for distribution to the City. A digital (PDF) file shall be made with all attachments for placement on the City's website.

- 3.7 A final public workshop shall be held for presentation of the Master Plan. The ENGINEER shall present the findings and the recommended Greenway Plan to the City Council for approval. Upon Council approval and input from the public workshop, the ENGINEER shall revise and produce the Final Master Plan for the City's use and implementation. The ENGINEER shall produce 10 copies of the Final Master Plan. Digital files for the final documents and maps shall also be provided with the Final submittal.

## 2.0 COMPENSATION AND PAYMENT OF ENGINEER'S SERVICE

The costs of services are presented on **Attachment B**. The budget has been prepared in accordance with the above scope of services. The budget has been prepared in accordance with the above scope of services and are budgeted at a total of One Hundred Seventy Eight Thousand Six Hundred Sixteen Dollars (\$178,616) for completion of the Master Plan for the Myakkahatchee Greenway.

The CITY's performance and obligation to pay under this contract is contingent upon an appropriation by the City Commission.

### 2.1 METHOD OF PAYMENT

2.1.1 The CITY shall pay the ENGINEER through payment issued by the City's Finance Department in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the ENGINEER's invoice and written approval of same by the CITY's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The ENGINEER shall submit an invoice for payment to the CITY on a monthly basis for completed services.

2.1.2 For those specific services that were partially completed, progress payments shall be paid monthly in proportion to the percentage of completed work on those specific services approved in writing by the CITY's Administrative Agent based on the percentage of the amount for those specific services.

2.1.3 The ENGINEER's invoices shall be in a form satisfactory to the City's Finance Department, who shall initiate disbursements.

**3 0 OWNERSHIP AND USE OF DOCUMENTS**

3 1 It is understood and agreed that the documents or reproducible copies including reports plans specifications and other documents produced by the ENGINEER in connection with its services shall be delivered to and shall become the property of the CITY as they are received by the CITY The ENGINEER hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY Specific written authority is required from the CITY'S Administrative Agent for the ENGINEER to use any of the work products of this Agreement on any non CITY project

Notwithstanding the above any reuse of the work products by the CITY on other projects will be at the risk of the CITY

**4 0 LIABILITY OF ENGINEER**

The elected firm shall indemnify and hold the City its officers and employees harmless from liabilities damages losses and costs including but not limited to reasonable attorney's fees to the extent caused by the negligence recklessness or intentionally wrongful conduct of the elected firm and other persons employed or utilized by the elected firm in the performance of the contract

This indemnification and hold harmless agreement shall survive the termination or expiration of this Agreement

**5 0 ENGINEER'S INSURANCE**

**5 1 INSURANCE**

Before performing any contract work ENGINEER shall procure and maintain during the life of the contract unless otherwise specified insurance listed below The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent" VII No changes are to be made to these specifications without prior written specific approval by CITY Risk Management

5 1 1 WORKERS COMPENSATION ENGINEER will provide Workers Compensation Insurance on behalf of all employees who are to provide a service under this contract as required under Florida Laws Chapter 440 AND Employers Liability with limits of not less than \$100 000 per employee per accident \$500 000 disease aggregate and \$100 000 employee per disease

5 1 2 COMMERCIAL GENERAL LIABILITY - including but not limited to bodily

injury property damage contractual products and completed operations and personal injury with limits of not less than \$1,000,000 per occurrence \$1,000,000 aggregate covering all work performed under this contract

- 5 1 3 AUTOMOBILE LIABILITY including bodily injury and property damage including all vehicles owned leased hired and non owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract
- 5 1 4 UMBRELLA LIABILITY - With limits of not less than \$ 2,000,000 per occurrence covering all work performed under this contract
- 5 1 5 PROFESSIONAL LIABILITY - with limits of not less than \$1 000 000 for professional services rendered in accordance with this contract The ENGINEER shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the ENGINEER shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage If there is a change that reduces or restricts the coverage carried during the contract the ENGINEER shall notify CITY Risk Management within thirty (30) days of the change
- 5 1 6 HAZARDOUS MATERIALS INSURANCE For the purpose of this section the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency If work being performed involves hazardous materials the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure

However if hazardous materials are identified while carrying out this contract no further work is to be performed in the area of the hazardous material until CITY Risk Management has been consulted as to the potential need to procure and maintain any coverage through an addendum to the contract and both the CITY and ENGINEER agree to such addendum

## 5 2 POLICY FORM

- 5 2 1 All policies required by this contract with the exception of Professional Liability and Workers Compensation or unless specific approval is given by CITY Risk Management are to be written on an occurrence basis shall name the City of North Port its Commissioners Officers Agents Employees and volunteers as additional insured as their interest may appear under this Contract Insurer(s) with the exception of Professional Liability and Worker Compensation shall agree to waive all rights of subrogation against the City of North Port its Commissioners Officers Agents Employees or Volunteers



- 5 2 2 Insurance requirements itemized in this contract and required of the ENGINEER shall be provided by or in behalf of all subcontractors to cover their operations performed under this contract The ENGINEER shall be held responsible for any modifications deviations or omissions in these insurance requirements as they apply to subcontractors
- 5 2 3 Each insurance policy required by this contract shall
- a Apply separately to each insured against whom claim is made and suit is brought except with respect to limits of the insurer's liability
  - b Be endorsed to state that coverage shall not be suspended voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail return receipt requested has been given to CITY Risk Management
- 5 2 4 The CITY shall retain the right to review at any time coverage form and amount of insurance
- 5 2 5 The procuring of required policies of insurance shall not be construed to limit ENGINEER s liability nor to fulfill the indemnification provisions and requirements of this contract
- 5 2 6 The ENGINEER shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject whether or not the CITY is an insured under the policy
- 5 2 7 Claims made policies will be accepted for professional and hazardous materials and such other risks as are authorized by CITY Risk Management All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years If provided as an option the ENGINEER agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date including at least the last year
- 5 2 8 Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract as well as the contract number and description of work are to be furnished to CITY Risk Management (5650 North Port Blvd North Port FL 34287) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable All insurance certificates shall be received by CITY Risk Management before the ENGINEER will be allowed to commence or continue work

5.2.9 Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the ENGINEER insurance company and CITY Risk Management as soon as practicable after notice to the insured

**6.0 RESPONSIBILITIES OF THE ENGINEER**

- 6.1 The ENGINEER shall be responsible for the professional quality technical accuracy and the coordination of all reports designs specifications other documents and data used or produced by or at the behest of the ENGINEER under this Agreement The ENGINEER shall without additional compensation correct or revise any errors deficiencies in its reports designs specifications other documents and data
- 6.2 If the ENGINEER is comprised of more than one legal entity each entity shall be jointly and severally liable hereunder
- 6.3 The ENGINEER warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the ENGINEER) to solicit or secure this Agreement and that he has not paid or agreed to pay any person company corporation individual or firm other than a bona fide employee working solely for the ENGINEER any fee commission percentage gift or any other consideration contingent upon or resulting from the award of this Agreement
- 6.4 The ENGINEER covenants and agrees that it and its employees shall be bound by the Standards of Conduct of the Florida Statutes Chapter 112.313 as it relates to work performed under this Agreement The ENGINEER agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed
- 6.5 Prior to entering into this Agreement the ENGINEER shall file a sworn statement with the CITY as described for Public Entity Crimes of the Florida Statutes Chapter 287.133 and the ENGINEER shall thereafter comply with Florida Statutes concerning such activities
- 6.6 The ENGINEER shall comply with all federal state and local laws regulations and ordinances applicable to the work or payment for work thereof and shall not discriminate on the grounds of race color religion sex or national origin in the performance of work under this Agreement
- 6.7 The ENGINEER shall maintain books records documents and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the ENGINEER s offices for the purpose of inspection audit and copying during normal business hours by the CITY or any of its authorized representatives Such records shall be retained for a minimum of

three (3) years after completion of the services

## **7 0 TIMELY PERFORMANCE OF ENGINEER'S PERSONNEL**

The timely performance and completion of the required services is vitally important to the interest of the CITY. The ENGINEER shall assign a Project Manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the ENGINEER to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. The ENGINEER shall ensure that all key personnel, support personnel and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the ENGINEER's key personnel must receive the CITY's Administrative Agent's written approval before said changes or substitution can become effective.

- 7 1 The services to be rendered by the ENGINEER shall commence within two weeks of the ENGINEER's receipt of written Notice to Proceed from the CITY's Administrative Agent. Project as presented in the above Scope of Service shall be completed within twelve months of the date of the Notice to Proceed.
- 7 2 The ENGINEER specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in Work Authorizations and Specific Authorizations, subject only to delays through no fault of the ENGINEER or the CITY. Time is of the essence in the performance of this Agreement.
- 7 3 The ENGINEER agrees to provide to the CITY's Administrative Agent monthly written progress reports concerning the status of the Project if requested. The CITY's Administrative Agent may determine the format for this progress report. The CITY shall be entitled at all times to be advised at its request and in writing as to the status of work to be performed by the ENGINEER.
- 7 4 In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the ENGINEER which delay the Project Schedule completion date, the CITY's Administrative Agent shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

## **8 0 OBLIGATIONS OF CITY**

- 8 1 The CITY's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the CITY's Administrative Agent. The CITY shall designate

any specific project manager in the Notice to Proceed. The responsibility of the CITY's Administrative Agent shall include

- a Examination of all reports sketches drawings estimates proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time
- b Transmission of instructions receipt of information interpretation and definition of CITY policies and decisions with respect to design materials and other matters pertinent to the work covered by this Agreement
- c Review for approval or rejection all of the ENGINEER's documents and payment requests

8.2 The CITY shall upon request furnish the ENGINEER with all existing data plans studies and other information in the CITY's possession which may be useful in connection with the work of this Project all of which shall be and remain the property of the CITY and shall be returned to the CITY's Administrative Agent upon completion of the services to be performed by the ENGINEER. The ENGINEER can rely upon the information to be accurate.

8.3 The CITY's Administrative Agent shall conduct periodic reviews of the work of the ENGINEER necessary for the completion of the ENGINEER's services during the period of this Agreement and may make other CITY personnel available where required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely within the discretion of the CITY.

8.4 The CITY shall not provide any services to the ENGINEER in connection with any claim brought on behalf of or against the ENGINEER.

## 9.0 TERMINATION

9.1 The CITY shall have the right at any time upon thirty (30) calendar days written notice to the ENGINEER to terminate the services of the ENGINEER and in that event the ENGINEER shall cease work and shall deliver to the CITY all documents (including reports designs specifications and all other data) prepared or obtained by the ENGINEER in connection with its service. The CITY shall upon receipt of the aforesaid documents pay to the ENGINEER and the ENGINEER shall accept as full payment for its services a sum of money equal to (1) the fee for each completed and accepted task as shown in Work Authorizations and Specific Authorizations and Exhibit B Hourly Rate Schedule plus (2) the percentage of the work completed in any commenced but uncompleted task less (3) all previous payments in accordance with Article II.

- 9.2 In the event that the ENGINEER has abandoned performance under this Agreement then the CITY may terminate this Agreement upon three (3) calendar days written notice to the ENGINEER indicating its intention to do so. The written notice shall state the evidence indicating the ENGINEER's abandonment. Payment for work performed prior to the ENGINEER's abandonment shall be as stated above.
- 9.3 The ENGINEER shall have the right to terminate services only in the event of the CITY failing to pay the ENGINEER's properly documented and submitted invoice within ninety (90) calendar days of the approval by the CITY's Administrative Agent or if the Project is suspended by the CITY for a period greater than ninety (90) calendar days.
- 9.4 The CITY reserves the right to terminate and cancel this Agreement in the event the ENGINEER shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.
- 9.5 After written notice to the ENGINEER and a reasonable opportunity to cure and after consultation with the ENGINEER the CITY shall have the right to refuse to make payment in whole or in part and if necessary may demand the return of a portion or the entire amount previously paid to the ENGINEER due to
- a The quality of a portion or all of the ENGINEER's work not being in accordance with the requirements of this Agreement.
  - b The quantity of the ENGINEER's work not being as represented in the ENGINEER's Payment Request or otherwise.
  - c The ENGINEER's rate of progress being such that in the CITY's opinion substantial or final completion or both may be inexcusably delayed.
  - d The ENGINEER's failure to use Agreement funds previously paid the ENGINEER by the CITY to pay ENGINEER's Project related obligations including but not limited to subcontractors laborers and material and equipment suppliers.
  - e Claims made or likely to be made against the CITY or its property.
  - f Loss caused by the ENGINEER.
  - g The ENGINEER's failure or refusal to perform any of the obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the ENGINEER for amounts previously paid by the CITY as contemplated in the clause the ENGINEER shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Agreement are not waived by final payment and/or acceptance and are in addition to ENGINEER's obligations set forth in Work Authorizations and Specific Authorizations.

**10 0 MISCELLANEOUS**

- 10 1 This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the compensation for the services the City Commission for the CITY and the duly authorized representative for the ENGINEER shall agree in writing to this change. For all other changes the CITY's Administrative Agent and the ENGINEER's representative shall agree in writing to the change with final approval by the City Manager.
- 10 2 Any reference to a specific chapter of the Florida Statutes in this Agreement shall mean that the Florida Statutes shall be reference be made a part of this Agreement as though set forth in full.
- 10 3 The ENGINEER shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the CITY, except that claims for the money due or to become due the ENGINEER from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.
- 10 4 The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 10 5 The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

10.6 Any notices invoices reports or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States certified mail postage paid to the addresses listed below

ENGINEER S Representative

CITY S Administrative Agent

NAME Thomas G Walker  
TITLE President  
ADDRESS 333 S Tamiami Trail  
Suite 288  
Venice FL 34285

NAME Samuel K Jones  
TITLE Planning Director  
ADDRESS 5650 North Port Blvd  
North Port FL 34287

TELEPHONE (941) 412 9187  
FAX (941) 412 9273

TELEPHONE (941) 423 3147  
FAX (941) 423 3179

IN WITNESS WHEREOF the parties hereto have executed this Agreement to be effective as of the date entered in the first paragraph on page 1 of this Agreement

CITY COMMISSION OF THE CITY

ATTEST

BY [Signature]  
RICHARD A LOCKHART

COMMISSION CHAIR

BY [Signature]  
HELEN RAIMBEAU  
CITY CLERK

DATE July 25, 2005

CONSULTANT

WITNESS [Signature]

TGW Engineering

BY [Signature], Thomas G Walker

ITS President

DATE August 1, 2005

Approved as to form and correctness

BY [Signature]  
ROBERT ROBINSON  
City Attorney



## ATTACHMENT A Myakkahatchee Creek Greenway Data Acquisition Needs

DATA	AVAILABLE	FORMAT	COMMENTS
<b>REQUIRED CITY DATA</b>			
1 Property Ownership	Property Appraiser GIS Website	Digital	
2 Potential Property Acquisitions by City	GIS Website	Digital	
3. Property Easements Restrictions	City Clerk's Office	Hardcopy	
4 Land Uses Zoning	GIS Website	Digital	
5 Utilities	GIS Website	Digital	
6 Operational schedule and stages for reservoir			Assume WTP Records have info re reservoir volumes and operational procedures
<b>AVAILABLE TGW/URS DATA</b>			
1 Topographical maps	SWFWMD	Paper digital	Updates from City? No
2 Aerial photo based maps	County	Paper digital	Updates from City? City has just what's on GIS 2002 aerials
3 Roadways	County City	Digital Maps	Latest Updates? City has on GIS
4 Wetland Areas	1) SWFWMD 2) FDEP	1) Digital maps 2) GPS Coordinates	2) FDEP's Inventory may take time
5 Floodplains	TGW	Hardcopy	From Big Slough Study
6 Habitats flora, fauna, restricted areas	SWFWMD, FDEP	Digital Maps	
7 Archeological Sites	Florida DCA listed	Hardcopy Listings	
8 Soils	USGS - Soil Conservation Service	Hardcopy maps	

**ATTACHMENT B  
BUDGET FOR WORK ASSIGNMENT 2005 01 ENGINEERING SERVICES FOR THE NYAKKAKATCHEE GREENWAY PLAN  
CITY OF NORTH PORT FLORIDA**

TASK	REQUIRED LABOR TIME						BUDGETED COSTS		
	PROJECT MANAGER (Hrs)	PROJECT ENGINEER (Hrs)	CAD/ENGINE TECHNICIAN (Hrs)	FUNDING SPECIALIST (Hrs)	ADMIN ASSISTANT (Hrs)	TGW LABOR COSTS	URS/EA PLANNING	DIRECT EXPENSES	TOTAL COSTS
<b>Task 1. Data Acquisition and Mapping</b>									
1.1 Other	8	40	16	8	16	\$ 6,800	\$ 3,679	\$ 514	\$ 10,793
1.2 Collection Mapping	8	8	0	0	0	\$ 1,844	\$ 4,647	\$ 325	\$ 6,816
1.3 Data Collection Mapping	4	4	0	0	2	\$ 964	\$ 1,020	\$ 99	\$ 2,083
1.4 Data Collection Mapping	4	4	0	0	0	\$ 880	\$ 9,049	\$ 486	\$ 10,425
1.5 Data Collection Mapping	2	2	0	40	1	\$ 4,282	\$ 4,459	\$ 214	\$ 4,486
1.6 Data Collection Mapping	8	16	12	6	16	\$ 4,542	\$ 4,459	\$ 450	\$ 9,451
<b>Subtotal Task 1</b>						<b>\$ 19,112</b>	<b>\$ 22,854</b>	<b>\$ 2,098</b>	<b>\$ 44,064</b>
<b>Task 2. Conceptual Plan</b>									
2.1 Design	8	16	2	2	2	\$ 2,924	\$ 3,985	\$ 345	\$ 7,254
2.2 Design	16	24	16	2	4	\$ 5,678	\$ 6,200	\$ 594	\$ 12,472
2.3 Design	12	32	0	0	8	\$ 4,876	\$ 6,377	\$ 563	\$ 11,816
2.4 Design	12	16	12	4	16	\$ 4,852	\$ 4,459	\$ 466	\$ 9,777
<b>Subtotal Task 2</b>						<b>\$ 18,330</b>	<b>\$ 21,021</b>	<b>\$ 1,968</b>	<b>\$ 41,319</b>
<b>Task 3. Master Plan</b>									
3.1 Final	24	40	0	2	6	\$ 7,242	\$ 7,053	\$ 715	\$ 15,010
3.2 Develop	24	24	4	2	4	\$ 5,898	\$ 3,987	\$ 494	\$ 10,379
3.3 Develop	2	6	4	4	4	\$ 1,628	\$ 2,936	\$ 228	\$ 4,792
3.4 Develop	4	8	0	6	4	\$ 1,998	\$ 2,880	\$ 244	\$ 5,122
3.5 Master Plan	24	40	4	4	4	\$ 7,608	\$ 3,580	\$ 558	\$ 11,726
3.6 City/County Presentation	24	70	16	24	40	\$ 14,650	\$ 9,576	\$ 1,211	\$ 25,437
3.7 Final	8	8	8	4	4	\$ 2,828	\$ 3,339	\$ 308	\$ 6,475
<b>Subtotal Task 3</b>						<b>\$ 6,992</b>	<b>\$ 6,000</b>	<b>\$ 1,299</b>	<b>\$ 14,291</b>
<b>TOTAL COSTS</b>	<b>208</b>	<b>390</b>	<b>102</b>	<b>116</b>	<b>147</b>	<b>\$ 86,286</b>	<b>\$ 83,206</b>	<b>\$ 9,124</b>	<b>\$ 178,616</b>

**PROJECT COST SUMMARY**

LABOR	PI	\$ 86,286
URS/EA	PI	\$ 83,206
DIRECT EXPENSES	PI	\$ 9,124
<b>TOTAL BUDGET</b>		<b>\$ 178,616</b>

**Current TGW Labor Rates**

Project Manager	\$125/h
Project Engineer	\$95/h
CAD/ENGINE Technician	\$65/h
Funding Specialist	\$95/h
Admin Assistant	\$42/h