

**Amendment 5 to Agreement 2005-05
Between
City of North Port and TGW Engineering, Inc.**

**Engineering Services During Construction for Myakkahatchee Creek
Greenway Nature Trail Phase 1
From Appomattox Drive to Price Boulevard**

This is an Amendment 5 to Agreement 2005-05 (Amendment) to provide additional services during construction of Phase 1 of the nature trail to be built under Contract RFB 2022-2023 between the City of North Port, Florida (City) and the project's construction contractor, Gale Construction Company (Contractor). The project is located within the confines of the watershed between Price Boulevard and Appomattox Drive, along the eastern side of the natural waterway. The City and TGW Engineering (Engineer) agree to the scope of services, schedule, and budget presented herein.

Section 1 – SCOPE OF SERVICES

To complete the construction of Myakkahatchee Creek Greenway Nature Trail – Phase 1 (Project) in accordance with Project design and permits, the City requires the services of the design engineer (Engineer). The following work tasks are to be performed by the Engineer.

TASK 1 – Review Deliverables Provided by the Contractor

The Engineer shall review, comment, and approve specific documents (technical and permitting related submittals) to be provided by the Contractor in accordance with contract documents. The Engineer shall review specific engineering documents, as required by the City:

- Field survey for Project horizontal and vertical control
- Permit reporting requirements for FWC and SWFWMD conditions
- Shop Drawings – up to 10 submittals

TASK 2 - Onsite Observations of Project During Construction

SWFWMD permit 43041355, specific condition 2 states as follows:

The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this Project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.

The City will provide a qualified inspector who will be responsible for frequent inspections (minimum 3 per week during peak construction activity), as dictated by ongoing construction work. The inspector will be onsite regularly to observe progress, to take notes and photos of the Project. A daily log of construction will be kept by the inspector. In order to comply with the permit, the inspector will provide the Engineer with copies weekly of these documents for review of construction progress. The Engineer shall depend upon the City's inspector to provide frequent, onsite observations to help confirm the Project is built according to design and permitting documents. The Engineer shall conduct monthly and milestone onsite observations of ongoing construction activities to check and collaborate with the inspector regarding the Project being built in accordance with the permitted design drawings and specifications. Observations shall be recorded and supplemented with Project photographs. The Engineer's services will provide only a technical supplement to the City's duties for construction related efforts to ensure the Project is managed

in accordance with all other elements of the contract documents such as schedules, payments, and insurance policies.

The Engineer shall report observed, noncompliant construction to the City upon observation. Depending upon the nature of a compliance issue, the Engineer may mention the concern with the Contractor's on-site Project manager or superintendent. However, the Engineer is not authorized to stop the Contractor's work progress or direct the Contractor to change any means or methods on construction.

TASK 3 – Attend City and Contractor Meetings

The Engineer shall participate in kick-off and progress meetings between the City and the Contractor. The Engineer shall respond to engineering or permitting questions brought forward in the meetings. The Engineer shall bring Project concerns or updates to the meeting. It is anticipated that these meetings will be held on a monthly basis during peak construction activity at the Project site.

TASK 4 – Respond to Contractor and Permit Agencies

The Engineer shall be responsive to the Contractor's questions regarding the Project engineering detailed within the contract documents and ancillary, relevant questions. Responses from the Engineer shall be in writing to both the City and the Contractor. The Engineer anticipates that the Contractor and/or agencies will request 10 technical clarifications during the Project.

TASK 5 – Project Close-out

Upon the Contractor's declaration of Substantial Completion, the Engineer shall assist the City to confirm the Project is finished with the exception of minor punch list items, warranty reviews and final walkthrough. The Engineer will review the Contractor's as-built record drawings to confirm their accuracy.

Section 2 – PROJECT SCHEDULE

Engineer shall perform task assignments in a timely manner. The services shall commence upon authorization by the City. The Engineer's schedule will be contingent upon the Contractor's progress and methods. In accordance with contract documents, the Contractor's schedule for completion is set at 540 days from Notice to Proceed. The Contractor has provided an initial schedule showing completion in less than 300 days. In expectation that the Contractor will complete the Project in 300 days, the City and the Engineer agree to establish 300 days as the timetable for budgeting and scheduling work within this W Amendment 5. Activity of the Engineer beyond 300 days will be compensated at the same hourly rate and expenses administered through City amended budget or change order.

The Engineer's tasks shall be conducted in the timeframe stated below:

Tasks 1,4 and 5 – Project submittals shall be reviewed within 72 business hours from receipt of documents from the Contractor except for shop drawing and close-out documents which shall be reviewed within 1 week of receipt.

Task 2 – Onsite observations of construction shall be conducted on a monthly basis. Other work specific and milestone inspections will also be conducted. The Engineer shall coordinate with the City and the Contractor to ensure observations are conducted on days and times consistent with progress of construction. If requested by the Contractor or the City, the Engineer shall be responsive to changes or immediate needs for site visits for engineering input on time sensitive construction activities.

Task 3 – The Engineer shall be available to attend progress meetings as established by the City and the Contractor. Meetings are expected to be located at the Contractor’s field office at the Project site.

Section 3 – COMPENSATION FOR SERVICES

For services provided in accordance with this scope of services, the Engineer will invoice every thirty (30) days based upon a percentage of work completed. The budget has been prepared in accordance with the scope of services presented above. A budget amount of \$47,671 is established for this Amendment, as shown on Table 1.

Section 4 – GENERAL CONSIDERATIONS

- 4.1 Termination of this Amendment can be exercised by either party, upon thirty (30) days’ written notice, in the event of substantial failure by the other party to perform in accordance with the terms herein, through no fault of the terminating party.
- 4.2 At any time during the life of this Amendment should any substance be uncovered or encountered at the site that would void or otherwise adversely impact the Engineer’s professional liability insurance, the Engineer reserves the right to renegotiate the terms and conditions of this Amendment.
- 4.3 This Amendment (consisting of Pages 1-6) inclusive constitutes the complete work assignment. This Amendment may only be amended, supplemented, or canceled by a duly executed written instrument.
- 4.4 The City and the Engineer agree that the scope of service and budget for tasks will cover services during construction of this railway construction project, with an accelerated construction schedule of three hundred (300) days. If the City requires or desires additional work or if the construction Contractor requires additional time, beyond the three hundred (300) day schedule, or assistance to complete the Project, additional Engineering services may be required. Such services will require a written agreement between the City and the Engineer.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date below.

ENGINEER
TGW ENGINEERING, INC.

By: Thomas Walker
Thomas G. Walker, President

Date: 10/13/2022

Approved by the City Commission of the City of North Port, Florida on _____, 2022.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

Table 1 – Project Budget for Amendment 5

<i>Task</i>	<i>Hours</i>	<i>Cost</i>
1. Review Contractor Submittals	40	\$7,400
2. Onsite observations of construction work	132	24,420
3. Attend Project meetings	21	3,885
4. Response to Contractor and agencies	15	2,775
5. Project close-out	40	7,400
Direct Expenses - mileage, production		1,791
Budget for Amendment 5	248	47,671

Table 1 – Project Budget

July 20, 2022

Assignment 5 - Myakkahatchee Creek Greenway Trail Task Description Milestone Inspections/Project Certification	Principle/Associate \$185/hrs		Other Direct Costs	Total Costs
	hours	costs	\$	\$
Task 1 - Contractor Deliverables Review (10 Months - 300 days)				
Field Survey Horizontal and Vertical Controls	4	\$740	\$0	\$740
Permitting Reporting Requirements (FWC/SWFWMD)	6	\$1,110	\$0	\$1,110
Shop Drawings (Maximum 10 at 3 hrs/each)	30	\$5,550	\$100	\$5,650
Subtotal Task Series 100	40	\$7,400	\$100	\$7,500
Task 2 - Onsite Observations (10 months) (\$44 gas/trip)				
Monthly Onsite Observations & Final (Contract 10 months) 9 hrs/month	90	\$16,650	\$880	\$17,530
Project Milestone Reviews (5 Major Milestones at 8.4 hrs per visit)	42	\$7,770	\$220	\$7,990
Subtotal Task Series 200	132	\$24,420	\$1,100	\$25,520
Task 3 - City/Contractor Meetings				
Kick-Off Meeting	1	\$185	\$0	\$185
Monthly Progress Meeting (Based on 300 Days Complete) 2 hrs/month	20	\$3,700	\$220	\$3,920
Subtotal Task Series 300	21	\$3,885	\$220	\$4,105
Task 4 - Technical Responses to Contractor and Permit Agencies				
Technical Project Clarifications Responses (Contractor/Agencies) (10 Budgeted at 1.5 hrs)	15	\$2,775	\$0	\$2,775
Subtotal Task Series 400	15	\$2,775	\$0	\$2,775
Task 5 - Project Closeout				
Substantial Completion Review ((Not including Minor Punch List, Warranties and Final Walk-Through)	20	\$3,700	\$264	\$3,964
Review of Contractor's As-Built Records	20	\$3,700	\$107	\$3,807
Subtotal Task Series 500	40	\$7,400	\$371	\$7,771
Total	248	\$45,880	\$1791	\$47,671