

**Amendment No. 3 to Agreement 2005-05
between
The City of North Port and TGW Engineering, Inc.**

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

This is an amendment to Agreement 2005-05 to provide additional services to design and permit a portion of the Greenway Trail in accordance with the City-approved Master Plan. The nature trail segment to be engineered under this Amendment is to be 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 work products in order to begin construction of Heron’s Creek Trail, the following work tasks are to be performed by the Engineer.

TASK 1 - Final Construction Plans

Address the City’s comments on the 90% design plans (dated February 2011) and prepare 100% final construction plans. Details of the nature trail including limits of clearing, grading requirements, cross-sections, alternate bid options in table below, boardwalk locations, boardwalk approach slabs, public sidewalk system connections, crosswalks, storm drainage facilities, erosion control devices and trail marker signage. An intermediate look-out will not be needed along the boardwalk section. Prepare these plans on Consultant title-blocks and provide Florida Registered Professional Engineer signed and sealed certifications of the plans. These plans should be prepared in accordance with Florida Building Code requirements ready for building permitting by the contractor with the trail grading and sidewalk connections in compliance with A.D.A./Florida Accessibility Code where applicable.

Option	Bid Item	Northerly Section	Southerly section
1	Base Bid	Shell	Shell
2	Alternate	Regular Asphalt	Entirely Pressure Treated (PT) Boardwalk
3	Alternate	Pervious Asphalt	Entirely PT Boardwalk
4	Alternate	Pervious Asphalt	Composite Plastic Decking and Railing on Boardwalk, PT on remaining components

TASK 2 - Boardwalk Structural Plans

Complete the boardwalk structural plans (typical sections) and calculations (per current Florida Building Code) with alternate bid materials including pressure treated timber and composite plastic material. Boardwalk piling design will be based on existing soil testing data. These plans should be prepared in accordance with Florida Building Code requirements ready for building permitting by the contractor with and in compliance with A.D.A./Florida Accessibility Code where applicable. Provide Florida Registered Professional Engineer signed and sealed certifications of the boardwalk plans and calculations.

TASK 3– Address City Staff Development Review (SDR) Comments

Address SDR comments for completion of the SDR approval. Note the Fire Department SDR comments do not need to be addressed. Instead, include mile markers every ¼ mile on the plans for rescue location purpose.

TASK 4 - Southwest Florida Water Management District (SWFWMD) Permitting.

4A Prepare and submit the SWFWMD Environmental Resource Permit (ERP) application. Include the 100-year floodplain impact/compensation calculations as applicable for the ERP application.

4B Site Visit
Conduct one site visit to review current project site conditions and potential mitigation area(s).

4C Wetland Mitigation

Background: Based on past experience, the SWFWMD usually require an analysis of the wetland impact and proposed mitigation using the Uniform Mitigation Assessment Method (UMAM) adopted by the State to ascertain whether the proposed mitigation offsets the impacts. Additionally, they normally require a written mitigation plan specifying exactly what is proposed for mitigation along with a mitigation monitoring plan.

However, according to the project plans, the proposed direct permanent impact is about 500 sq. ft. (0.01 acre) which is the paved crossing of a wetland area and the boardwalk piling impacts through jurisdictional areas. The “temporary” impacts are 0.19 acre. If SWFWMD agrees that the 0.19 acre impacts are temporary, it is likely that little to no mitigation will be required. If mitigation is determined to not be required, then this task 4C will not be performed or billed to the City.

Prepare Wetland Analysis using the required State Uniform Mitigation Assessment Method (UMAM).

- Prepare Wetland Mitigation Plan
- Prepare Mitigation Monitoring Plan

Task 4D Environmental Permitting

- Review and update the previously prepared (May 2011) Environmental Narrative for the Joint SWFWMD ERP/Federal Dredge and Fill Application
- Respond to one (1) Request for Additional Information from the U.S. Army Corps of Engineers and the SWFWMD.

Task 4E Coordination and Meetings

- Attend up to three (3) two-hour team meetings if required.
- Coordinate with Client, as needed.

Submittal of SWFWMD application and associated documentation by Engineer intended to assist the City to obtain an ERP permit and approved set of plans for the Project.

NOTE: GOPHER TORTOISES will need to be addressed prior to construction. A new survey will need to be conducted no more than 90 days before construction is to begin and a Florida Fish and Wildlife Conservation Commission Permit will be required. If there are no more than 10 gopher tortoise burrows that cannot be avoided, a "10 or Fewer Burrows Permit" can be obtained. Gopher Tortoise relocation services are not included in this scope of work, but can be provided as a separate authorization nearer to the time of construction.

TASK 5 - Bidding Services

Prepare the bid form with itemized pay item quantities. Address the City's comments on the 90% technical provisions submittal and submit final technical provisions. The completed technical provisions will be inserted by the City's purchasing department into the City's bidding & contract documents. Attend one (1) pre-bid meeting and assist with City responses to contractor bidding questions.

The following services are not included in this proposal:

- Permit application fees (Will be provided by the City).
- Boundary & Topographical Surveying. (Existing survey data available)
- Geotechnical services (Already available).
- Draft Big Slough 100-year Floodplain mapping (Will be provided by the City).
- Gopher Tortoise relocation services
- Construction inspection services.

Deliverables:

1. Draft final plans and bid specs for City comments (pdf and ACAD Lt 2008 digital files).
2. 100% Final plans (3 hard copies for SWFWMD Permitting, 2 hard copies for City staff, pdf and ACAD Lt 2008 digital files).

3. Final Bid technical provisions and bid form with itemized pay item quantities (1 digital Microsoft Word File) SWFWMD approved ERP permit and Plans.

Section 2 – PROJECT SCHEDULE

TGW Engineering shall perform task assignments in a timely manner. The services shall commence upon Notice to Proceed (NTP) being issued by the City of North Port and complete the given tasks in the timeframe stated below:

Task 1-3 – within 6 weeks from NTP

Task 4 – ERP Permit Application to be submitted to City for review within 2 weeks from completion of Tasks 1 to 3.

Task 5 – Bid form and technical specifications to be completed within 2 weeks from completion of Task 3.

Section 3 – COMPENSATION FOR SERVICES

For services provided in accordance with this scope of services, TGW Engineering shall invoice every 30 days based upon a percentage of work completed. The budget has been prepared in accordance with the scope of services presented above. A lump sum amount of \$ 20,750 is herein established for this project amendment.

Section 4 - CITY'S RESPONSIBILITIES

4.1 Designate CITY representative who shall have complete authority with respect to ENGINEER services for the project.

4.2 Any environmental assessments or audits, which may be relevant to this project. If asbestos or other hazardous materials are identified during the Project, CITY shall provide necessary services for material handling and removal.

4.3 Provide, as may be required for the Project, accounting, financial and/or legal services.

4.4 Permits will be in the CITY's name and all permit application fees will be the responsibility of the CITY.

4.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property, as required for performance of services.

Section 5 - GENERAL CONSIDERATIONS

5.1 Termination of this Amendment can be exercised by either party, upon thirty 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.

5.2 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.

5.3 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.

5.4 A significant amount of the above services are related to permitting. As presented in Task 4, the ENGINEER will be required to assist with permit applications for submittal to state and federal agencies. Although the applications shall be prepared to a high level of detail and completeness, the agencies will generally have comments and may request additional information or analysis. Until such comments or requests are made, the CITY and ENGINEER cannot assess or anticipate if further scope of services is required to address such comments.

The CITY and ENGINEER agree that the scope of service and budget for Tasks will cover the preparation and production of the permit applications, in addition to responding to reasonable comments with existing data. Additional scope and budget for responding to potentially extreme comments will only be developed and approved upon receipt of any agency comments and a mutually acceptable, supplemental work assignment has been agreed to by the CITY and ENGINEER.

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

CITY OF NORTH PORT

By: Jonathan R. Lewis
Jonathan R. Lewis, ICMA-CM

Attest:

By: Helen Raimbeau
Helen Raimbeau, MMC, City Clerk

Witness:

Diana S. Andrews

TGW Engineering, Inc.

Thomas G. Walker 8/15/12
Thomas G. Walker, President

APPROVED AS TO FORM AND CORRECTNESS:

By: Robert K. Robinson
Robert K. Robinson, City Attorney

Table 1 – Project Budget for Amendment No. 3 to TGW Engineering Contract 2005-05

Task	Cost
1. Final Construction Plans	\$5,500
2. Boardwalk Structural Plans	4,400
3. Staff Development Review (SDR) Comments	1,250
4. ERP SWFWMD Permitting	
4a Prepare ERP Application	3,800
4b Site Visit	450
4c Wetland Mitigation	850
4d Environmental Permitting	1,650
4e Coordination and Meetings	1,300
5. Bidding Services	1,500
Budget Cost for Amendment	\$20,700