

**AGREEMENT NO. 2017-40**  
**PROFESSIONAL DESIGN & ENGINEERING SERVICES FOR**  
**WARM MINERAL SPRINGS PARK MASTER PLAN**

**THIS AGREEMENT** ("Agreement") is made and entered into this 5<sup>th</sup> day of April 2018, by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and **Kimley-Horn and Associates, Inc.**, 1777 Main Street, Suite 200, Sarasota, FL 34236, a North Carolina Corporation registered to conduct business in the State of Florida, hereinafter referred to as "CONSULTANT."

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. CONSULTANT'S SERVICES**

- A. CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Engineering Services as identified in the Request for Proposal No. 2017-40 and CONSULTANT'S proposal submitted October 23, 2017. The overall Scope of Services is described in **Attachment A** with detailed tasks and associated fees in **Attachment B**.

This Agreement shall commence immediately upon the execution of the Agreement by both the CITY and CONSULTANT and upon CONSULTANT'S receipt of the written Notice to Proceed from the CITY'S Purchasing office and shall continue through the completion of the project. The estimated completion date for **Phase I** is **October 19, 2018**.

**2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES**

A. COMPENSATION

1. CONSULTANT shall receive **TWO HUNDRED EIGHT THOUSAND DOLLARS TWO HUNDRED NINETY DOLLARS AND NO CENTS (\$208,290.00)** as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services and Fee Schedule (Attachments A and B, respectively) are attached hereto and incorporated within.
2. The CITY'S performance and obligation to pay under this Agreement are contingent upon an appropriation of funds by the City Commission.

B. METHOD OF PAYMENT

1. The CITY shall pay CONSULTANT through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of CONSULTANT'S invoice and written approval of same by the CITY'S Administrative Agent indicating that services have been rendered in conformity with this Agreement. CONSULTANT shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period.

2. For those specific services that were partially completed, progress payments shall be paid 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.
3. CONSULTANT'S invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

### **3. LIABILITY OF CONSULTANT**

**CONSULTANT shall indemnify, defend and hold harmless the CITY, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, or CONSULTANT'S officers, employees, agents, and other persons employed or utilized by CONSULTANT in the performance of, or the failure to perform, the Agreement.**

**In the event of a claim, the CITY shall promptly notify CONSULTANT in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement. Such notification may also be provided by fax transmission to the following fax number:**

**FAX: 561.863.8175**

**The CITY shall provide all available information and assistance that CONSULTANT may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the CITY and such insurance coverage shall not be deemed a limitation on CONSULTANT'S liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).**

**Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statutes Section 768.28.**

### **4. CONSULTANT'S INSURANCE**

#### **A. INSURANCE**

**Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. 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 of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City**

Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

1. Workers Compensation and Employers' Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
2. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.
3. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Agreement. Minimum \$300,000 each occurrence; \$600,000 general aggregate; \$600,000 products and completed ops; and \$100,000 fire damage.
4. Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Agreement.

**B. WAIVER OF SUBROGATION**

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the CITY. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which CONSULTANT or its agents may be responsible.

**C. POLICY FORM**

1. All policies required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless Risk Management through the CITY'S Purchasing Office gives specific approval, are to be written on an occurrence basis and shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be

accepted for professional liability and hazardous materials and such other risks as are authorized by the CITY'S Purchasing Office. 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 (2) years. If provided as an option, CONSULTANT 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 policy year.

2. Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subcontractors to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Agreement 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 cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. **The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.**
6. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement 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. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
7. All certificates of insurance must be on file with and approved by the City before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the CITY'S Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) 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 the CITY'S Purchasing Office before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the CITY'S Purchasing Office as soon as practicable after notice to the insured.

## 5. RESPONSIBILITY OF CONSULTANT

- A. CONSULTANT 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 CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.
- D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. CONSULTANT 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.
- F. CONSULTANT 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 CONSULTANT'S offices for 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.
- G. Public Records Law: In accordance with Florida Statutes Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:
  1. Keep and maintain public records required by the City to perform the service.

- a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

- b. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONSULTANT'S records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
  3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if Consultant does not transfer the records to the City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
  4. Upon completion of the contract, transfer, at no cost, to the City all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of the contract, Consultant shall meet all applicable requirements for retaining public records.
  5. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: padkins@cityofnorthport.com.**

6. Failure of Consultant to comply with these requirements shall be a material breach of this Contract. Further, Consultant may be subject to penalties under Florida Statutes Section 119.10.

## **6. OWNERSHIP AND USE OF DOCUMENTS**

It is understood and agreed that all the documents, or reproducible copies, developed by CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the CITY as they are received by the CITY and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. CONSULTANT 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 CONSULTANT 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.

## **7. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL**

The timely performance and completion of the required services is vitally important to the interest of the CITY. CONSULTANT 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. CONSULTANT'S personnel assigned 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. CONSULTANT 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 CONSULTANT'S key personnel must receive the CITY'S Administrative Agent's written approval before said changes or substitution can become effective.

- A. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed from the CITY.
- B. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the CITY. Time is of the essence in the performance of this Agreement.
- C. CONSULTANT agrees to provide to the CITY'S Administrative Agent, monthly written progress reports concerning the status of the work. 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 CONSULTANT.
- D. 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 CONSULTANT which delay the Project Schedule completion date, the CITY shall not unreasonably withhold the granting

of an extension of the Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as Attachment C and incorporated herein.

## **8. OBLIGATIONS OF THE CITY**

- A. 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, the CITY may authorize a specific program manager to perform the responsibilities of the CITY'S Administrative Agent. The CITY shall designate any specific program manager in the Notice to Proceed. The responsibility of the CITY'S Administrative Agent shall include:
1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.
  2. Transmission of instructions, receipt of information, interpretation and definition of the CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
  3. Review for approval or rejection all CONSULTANT'S documents and payment requests.
- B. The CITY shall, upon request, furnish CONSULTANT 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 CONSULTANT.
- C. The CITY'S Administrative Agent shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other CITY personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of the CITY. The CITY'S technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The CITY shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

## **9. TERMINATION**

- A. The City Manager or designee shall have the right at any time upon thirty (30) calendar days written notice to CONSULTANT to terminate the services of CONSULTANT and, in that event, CONSULTANT shall cease work and shall deliver to the CITY all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The CITY shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT 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 Attachment A – Scope of Services and Attachment B – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments in

accordance with Section II and any amounts withheld by the CITY to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of the Agreement.

- B. FUNDING IN SUBSEQUENT FISCAL YEARS: It is expressly understood by the CITY and CONSULTANT that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commission, and the continuing receipt of state or federal grant funding, if applicable. In the event that funds are not available or appropriated, the CITY reserves the right to terminate the Agreement. The CITY will be responsible for payment of any outstanding invoices and work completed by CONSULTANT prior to such termination.
- C. In the event that CONSULTANT has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.
- D. CONSULTANT shall have the right to terminate services only in the event of the CITY failing to pay CONSULTANT'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.
- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT or an assignment is made for the benefit of creditors.
- F. In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach and CONSULTANT shall have ten (10) days from the date the notice is received to cure. If CONSULTANT fails to cure to the City's satisfaction within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:
  - 1. The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of this Agreement;
  - 2. The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;
  - 3. CONSULTANT'S rate of progress being such that, in the CITY'S opinion, substantial or final completion, or both, may be inexcusably delayed;
  - 4. CONSULTANT'S failure to use Agreement funds, previously paid CONSULTANT by the CITY, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
  - 5. Claims made, or likely to be made, against the CITY or its property;
  - 6. Loss caused by CONSULTANT; or

7. CONSULTANT'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 CONSULTANT for amounts previously paid by the CITY as contemplated in the clause, CONSULTANT shall promptly comply with such demand. The CITY'S rights hereunder survive the term of this Agreement, and are not waived by final payment and/or acceptance.

#### **10. INDEPENDENT CONTRACTOR**

CONSULTANT is and shall be, in the performance of all work services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY. CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Agreement. CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **11. ENTIRE AGREEMENT**

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.

#### **12. AMENDMENT**

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 increase in the compensation for the services, the City Commission for the CITY and the duly authorized representative for CONSULTANT shall agree in writing to this change. For all other changes, except as provided herein, the CITY'S Administrative Agent and CONSULTANT'S representative shall agree in writing to the change.

#### **13. ASSIGNMENT**

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to CONSULTANT 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.

**14. WAIVER**

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.

**15. GOVERNING LAW, VENUE AND SEVERABILITY**

The rights, obligations and remedies of the parties under this Agreement shall be governed by the laws of the State of Florida and the exclusive 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.

**16. AUTHORITY**

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.

**17. NO HIRE**

CONSULTANT shall not hire any CITY employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

**18. NOTICES**

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

**CONSULTANT'S REPRESENTATIVE:**

Gary Nadeau  
Vice President  
Kimley-Horn and Associates, Inc.  
1777 Main Street, Suite 200  
Sarasota, FL 34236  
TEL 941.379.7600  
FAX 561.863.8175  
EMAIL: [gary.nadeau@kinley-horn.com](mailto:gary.nadeau@kinley-horn.com)

**THE CITY'S ADMINISTRATIVE AGENT:**

Sandy Pfundheller  
General Services Director

City of North Port  
4970 City Hall Blvd.  
North Port, FL 34286  
TEL 941.429.7129  
FAX (941) 429-7135  
EMAIL: [spfundheller@cityofnorthport.com](mailto:spfundheller@cityofnorthport.com)

**19. PARAGRAPH HEADINGS**

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

**20. ATTORNEYS' FEES**

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

**21. CONFLICTS**

In the event of any conflict between the provisions of this Agreement and RFP No. 2017-40 or the CONSULTANT's response, which are made a part hereof by reference, the Agreement shall control.

IN WITNESS WHEREOF, the parties have executed the agreement as of the date first above written.

ATTEST:

CITY OF NORTH PORT, FLORIDA


By:   
Patsy C. Adkins, MMC, City Clerk

By:   
Peter D. Lear, CPA, CGMA, City Manager

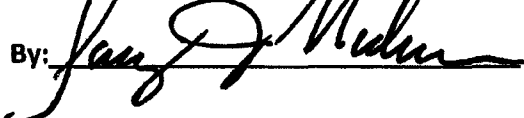
APPROVED AS TO FORM AND CORRECTNESS:

By:   
Amber L. Slayton, City Attorney

WITNESS:

By:   
SUSAN M JOHNSON

CONSULTANT:

By:   
GARY J. NADEAU  
VICE PRESIDENT

## ATTACHMENT A – SCOPE OF SERVICES

### Project Understanding

It is our understanding that the City of North Port desires to develop a Master Plan document for the Warm Mineral Springs Park and associated improvements located within the approximately 80-acre site at 12200 San Servando Ave., North Port, FL.

The Master Plan will incorporate program elements and amenities as desired by the City Commission and those identified in stakeholder and community engagement meetings as part of this process.

Program elements previously requested by the City Commission include:

- Preservation and incorporation of existing tree canopy
- Preservation and incorporation of existing building footprints and structures
- Natural berms or noise abatement options to be located between the Warm Mineral Springs Park site and surrounding neighborhood
- Camping locations for tent and recreational vehicles (RV) camping
- Area for future camping cabins
- Parking improvements including daily park users, RV's, and horse trailers
- Large gathering / festival area
- Site access and entrances including gateway features
- Open-air amphitheater
- Trails including pedestrian, bicycle, horse trails and other passive / natural trails
- Museum and historical / education exhibits, signage or displays
- Trail connectivity to the broader community including Deer Prairie Creek and the Myakka Forest
- Light retail such as boutique shopping, ice cream, etc.
- Restroom facilities located strategically throughout the park
- Recommendations for utility upgrades as necessary (water, sewer, stormwater and electrical)
- Relocation of the community garden as required

Per City Commission direction, tree observation and condition assessment for trees within the project area will be performed by the City of North Port's staff arborist. A summary report of findings from this assessment will be provided to Kimley-Horn for use during the Phase 1 master planning process.

Kimley-Horn will provide landscape architectural design services for the City of North Port consisting of the following:

### Scope of Services

#### PHASE 1

#### **TASK 1 – PROJECT MANAGEMENT**

In this task, Kimley-Horn will provide a project manager and staff to administer the professional services described in this scope and coordinate work with the General Services Department and/or the City's Project Manager. As part of this task, Kimley-Horn will:

- A. Create, monitor and update project schedule.
- B. Provide monthly invoices and progress reports.

- C. Facilitate and attend meetings with City staff associated with the project including progress reviews, presentation of information, receiving direction and recommending direction. Monthly meetings are anticipated throughout the five-month master planning process.

Deliverables:

- Project schedule in PDF format, developed in Microsoft Project
- Progress reports in Microsoft Word / PDF format
- Meeting minutes in Microsoft Word / PDF format

**TASK 2 – REVIEW OF PLANNING DOCUMENTS / DATA COLLECTION**

In this task, Kimley-Horn will collect and analyze data associated with the project site and surrounding areas to assist in the evaluation of opportunities and constraints related to the development of the proposed Master Plan for the Warm Mineral Springs Park. As part of this task, Kimley-Horn will:

- A. Prepare an aerial exhibit identifying the Warm Mineral Springs project area, existing structures, streets, etc.
- B. Review history of previous studies, relevant planning documents, surveys and public comments, as provided by the City. Kimley-Horn will consider environmental impacts, archaeological and historic relevance of the mineral springs site and how it may influence development of the Master Plan.
- C. Conduct an on-site field review with the City to review existing above ground conditions and areas for development opportunities.
- D. Create a photo documentation of existing conditions for use in the Summary Book developed in Task 5.
- E. Create an Opportunities and Constraints map identifying existing conditions, site context, and opportunities / constraints related to project development.

Deliverables:

- Aerial exhibit defining the study area to serve as visual aid in PDF format.
- Brief summary of each document reviewed in Task 2.B including relevance to the Master Plan development.
- Opportunities and Constraints Map in PDF format.

**TASK 3 – STAKEHOLDER AND COMMUNITY ENGAGEMENT**

This task consists of the preparation for and facilitation of a series of meetings with the community and key stakeholders to solicit their opinions on site opportunities and constraints for the Warm Mineral Springs Park improvements. As part of this task, Kimley-Horn will:

- A. Develop a series of image boards / maps to facilitate Stakeholder and Community Engagement workshops. Exhibits are anticipated to include the following:
  - 1. Updated Opportunities and Constraints Map
  - 2. Design imagery of relevant park improvement features. Features may include:

- Enhanced hardscape
  - Landscape
  - Site Furnishings
  - Shade structures
  - Trails, boardwalks, circulation system
  - Lighting
  - Streetscape enhancements
  - Playground opportunities
  - Fitness / Wellness equipment
  - Programmatic activities
  - Public Art
  - Camping facilities (tent, RV, and cabin)
- B. Develop and host an online survey through Mentimeter to obtain public input on park improvement options. Kimley-Horn will coordinate with the General Services Department and/or Project Manager to develop the survey content and timeframe for the live survey. Kimley-Horn will provide a summary of survey results to the City and the results will be included in the Summary Book prepared in Task 5.
- C. Facilitate a series of interviews / workshops with key stakeholders and focus groups. Key stakeholders and focus groups are anticipated to include:
- Mayor
  - City Commissioners (Commissioners may choose to meet one on one, or in a large group setting)
  - City Manager
  - Parks and Recreation Advisory Board
  - Local historical, environmental and cultural groups
  - Existing food service concessionaire at Warm Mineral Springs Park
- The City will provide a final list of stakeholders to be included in focus group meetings. Stakeholder workshops are anticipated to be conducted over a period of two (2) days. The City will be responsible for scheduling the appropriate stakeholders, and each meeting is anticipated to be 2 hours maximum.
- D. Prepare for and Facilitate a series Community Engagement Meetings with local neighborhood groups, organizations and general public. This task will consist of three (3) Community Engagement Meetings anticipated to be 2 hours each plus 1 hour setup and breakdown. One of the Community Engagement Meetings will be held onsite at Warm Mineral Springs, the location of the additional two (2) meetings will be determined and coordinated with the City. Kimley-Horn will coordinate with the General Services Department and/or Project Manager to develop

the meeting format, content and exercises. Summaries of each meeting will be prepared and provided to the City and used in the Summary Book.

- E. Meet with designated City Staff to review findings from the Stakeholder and Community Engagement Meetings and online survey, and discuss strategy for incorporating results into the Park Master Plan.
- F. Summarize program opportunities discussed with staff, key stakeholder / focus groups, and the community for use in the Park Master Plan.

Deliverables:

- Updated Opportunity and Constraints Map in PDF format
- Image boards in PDF format
- Summary of Task 3 meetings, workshops, and community engagement meetings
- Summary of online survey results
- Summary of Park Master Plan program opportunities

**TASK 4 – ARCHAEOLOGICAL REVIEW**

Kimley-Horn will contract with Janus Research to prepare a limited archaeological survey for areas of the site not previously surveyed. As part of this task, the Kimley-Horn team will:

- A. Conduct a literature and background research for the Project area. Background research shall include an archaeological and historical literature review and environmental information search pertinent to the Project area. This research shall determine the types, chronological placement, and location patterning of cultural resources within the Project area. This shall include a search of the Florida Master Site File (FMSF), County and local site inventories, books and journal articles, and unpublished Cultural Resource Management (CRM) reports. A summary of the background research and literature review shall be prepared including the Project area's history, prehistoric and historic archaeology and salient environmental features. This brief overview will describe the project areas archeological record, important events, locations, historical structures and individuals associated with the area. The environmental description will include a discussion of both present and past environmental conditions. The results of the literature and background research will be presented in the form of a Summary Report.
- B. Janus Research will assist in the development of a management plan to assist Kimley-Horn and the City of North Port with the development of a Park Master Plan for the Warm Mineral Springs archaeological site. The management plan will include an assessment of existing conditions, mapping of known site components and archaeological features, the identification of specific measures to remedy threats to the site, and recommendations for improvements that would not impact the integrity of the site.

This task will also include coordination with the project team, the City of North Port, and if necessary, the Sarasota County Archaeologist, Florida State Historic Preservation Officer (SHPO), and/or Florida Bureau of Archaeological Research (BAR).

- C. Present the Summary Report prepared in Task 4.A to the City Commission prior to Kimley-Horn preparing the Master Plan.
- D. Attend and assist in facilitating one of the Community Engagement Workshops in Task 3.D to address questions and approach related to cultural resource management.
- E. Participate in up to three (3) conference call meetings to for coordination / review of archaeological resources and Master Plan components.

Deliverables:

- Summary report of literature and background research in PDF format.
- Archaeological management plan in PDF format.

**TASK 5 – MASTER PLAN CONCEPT**

Kimley-Horn will provide design services for the preparation of a Master Plan for Warm Mineral Springs Park. The Master Plan will incorporate stakeholder and community comments received in Task 3, as well as program elements previously requested by the City Commission identified in the project understanding, and information gathered in the online survey. As part of this task, Kimley-Horn will:

- A. Prepare one (1) Master Plan Concept identifying proposed park features, program elements, spatial relationships and areas for improvement. The Master Plan Concept will identify proposed access, circulation, landscape enhancements, vehicular circulation, proposed buildings and park features. The Master Plan Concept may include enlargements or detailed studies of key areas within the park.
- B. Prepare design imagery boards illustrating design elements similar to those being proposed in the master plan. Proposed design elements are anticipated to include the following:
  - Landscape
  - Hardscape/Special Paving
  - Site Furnishings/Custom Furniture
  - Small scale architectural enhancements (shade structures, pergolas, etc.)
  - Lighting
  - Pedestrian walkability and safety improvements including ADA
  - Wayfinding and environmental graphics
  - Public Art
  - Playground equipment
  - Fitness / Wellness elements
  - Building Renovations
- C. Kimley-Horn will meet with the City to review the Master Plan Concept and obtain feedback and comments. The City will provide one set of consolidated comments to Kimley-Horn for incorporation into the Master Plan.

D. Prepare a Draft Summary Book of the Master Plan process. The summary book is anticipated to include the following sections:

- Project overview
- Summary of existing reports and their relevance to the Master Plan development
- Existing conditions analysis
- Opportunity and constraints analysis
- Summary of stakeholder and community engagement process and findings
- Master Plan Concept
- Final master plan (to be updated with the completion of Task 7)
- Summary of presentations and comments (to be updated with the completion of Task 8)
- Implementation and phasing strategy (to be updated with the completion of Task 7)

The Draft Summary Book will be submitted concurrent with the Draft Master Plan as part of Task 6 below. Some sections of the book will be placeholders at this point, but will be updated as the process is finalized.

Deliverables:

- One (1) Master Plan Concept in PDF format.
- Design imagery boards in PDF format
- Draft Summary Book in PDF format

**TASK 6 – DRAFT MASTER PLAN**

Kimley-Horn will prepare a Draft Master Plan and Summary Book based on comments received in Task 5. As part of this task, Kimley-Horn will:

- A. Prepare one (1) updated, Draft Master Plan Concept incorporating comments received from the City on the Master Plan Concept during Task 5.
- B. Prepare an Opinion of Probable Construction Cost (OPCC) for the Draft Master Plan. The OPCC will include costs for elements proposed in the Draft Master Plan and is anticipated to include:
  - Park features
  - Utility improvements
  - Site improvements and infrastructure (parking, stormwater, electrical, etc)
  - Building renovations
  - New buildings / structures
- C. Refine the Draft Summary Book based on comments received in Task 5.
- D. Submit the Draft Master Plan Concept and Draft Summary Book to the City for review and comment, and incorporate one (1) round of comments. The refined Draft Master Plan Concept

and Draft Summary Book will be used for the Preliminary Presentation to the Mayor and City Commission as identified in task 8.A below.

Deliverables:

- Draft Master Plan in PDF format.
- OPCC in PDF format
- Draft Summary Book in PDF format

**TASK 7 – FINAL MASTER PLAN**

Kimley-Horn will prepare a Final Master Plan based on comments received in Task 6. As part of this task, Kimley-Horn will:

- A. Prepare one (1) updated, Final Master Plan incorporating comments received from the City and City Commission during Task 8.A.
- B. Prepare the Final Summary Book based on comments received in Task 8.A
- C. Update the Opinion of Probable Construction Cost (OPCC) based on the Final Master Plan.
- D. Prepare a summary of revenue opportunities and operational costs based on the program elements included in the Final Master Plan. This summary will be included as part of the Final Summary Book.
- E. Submit the Final Master Plan and Final Summary Book to the City for review and incorporate one round of comments. The Final Master Plan and Final Summary Book will be used for the Final Presentation to the Mayor and City Commission as identified in Task 8.B.
- F. Update the Final Master Plan and Final Summary Book based on comments received from the City Commission presentation in Task 8.B below.
- G. Facilitate one (1) Implementation Meeting with the City Manager, Project Manager, General Services Director, Finance Director and/or other key staff to discuss funding and implementation strategies for the Master Plan components.

Deliverables:

- Final Master Plan in PDF format.
- OPCC in PDF format
- Ten (10) copies of Final Summary Book in hardcopy format and PDF
- Summary of Implementation Meeting results in PDF format

**TASK 8 – PRESENTATIONS**

Kimley-Horn will present the proposed Master Plan and associated documents at the stages identified below. As part of this task, Kimley-Horn will:

- A. Present at a Preliminary Presentation to the Mayor and City Commission. Presentation content is anticipated to include the following:
- Findings from community engagement meetings, stakeholder / focus group interviews, and online survey results.
  - Draft Master Plan of Warm Mineral Springs Park as prepared above in Task 6
  - Draft Summary Book
  - Opinion of Probable Construction Costs
- B. Present at a Final Presentation to the Mayor and City Commission. Presentation content is anticipated to include the following:
- Findings from community engagement meetings, stakeholder / focus group interviews, and online survey results.
  - Final Master Plan of Warm Mineral Springs Park as prepared above in Task 7
  - Final Summary Book
  - Opinion of Probable Construction Costs

Deliverables:

- Copy of PowerPoint presentation in .ppt and PDF format
- Ten (10) printed copies of PowerPoint presentation
- 24" x 36" Illustrative Master Plan board

Deliverables as outlined above will be provided for both the Preliminary Presentation, and the Final Presentation.

**TASK 9 – ARCHITECTURAL CONCEPT AND COORDINATION**

Kimley-Horn will contract with Sweet Sparkman Architects for conceptual architectural design services for renovations to the existing Jack West buildings onsite. Sweet Sparkman Architects will also be involved in the park master planning process in support to Kimley-Horn. Services for this task are anticipated to include the following:

- A. Perform building code and zoning research as required for a preliminary analysis of building condition(s).
- B. Prepare a Historic Designation Draft Application for the existing Jack West structures (includes 2 meetings with Owner).
- C. Survey and measure the existing Jack West structures and develop as-built drawings for use in the Historic Designation Draft Application, concept development and pricing estimate.
- D. Coordinate with landscape architect, civil engineer on the Park Master Plan, utilities, pedestrian access, and construction phasing.

- E. Attend two (2) community engagement meetings for the Park Master Plan.
- F. Attend up to two (2) meetings with the Owner to establish Building Program requirements.
- G. Prepare a written building program document to include a list of spaces required in the building(s) along with their size, use, function, occupancy, space adjacency relationships, environmental and engineering needs for existing buildings.
- H. Prepare conceptual building drawings and narrative documents for Architectural / Structural / MEPF/Food Service based upon Historic Designation review, and Building Program for existing buildings. A cost estimate for renovation of existing buildings will be provided at completion of Concept Design.

**Deliverables:**

- Architectural plans, elevations, and building sections at 1/8" scale.
- Preliminary exterior material selections
- (1) exterior rendering (for each building)
- Structural, Mechanical, Electrical, Plumbing & Fire Protection narratives of the proposed engineering systems describing design criteria, systems analysis and options
- Food service program
- Coordination with civil engineer on Master Plan and preliminary design.
- (3) full size sets of printed drawings and electronic documents in PDF format.

**PHASE 2 - FUTURE TASKS**

Future tasks will require written authorization from the City to proceed and may be authorized at any time during or after the master planning process. Specific scope and fee for future tasks 12 and 13 will be developed as the master planning process is completed and the scope of work is better defined. Future tasks may include:

**TASK 10 – SITE CIVIL AND UTILITY DUE DILIGENCE**

Kimley-Horn will prepare a limited due diligence report for site civil and utility infrastructure improvements. As part of this task, Kimley-Horn will:

- A. Collect and review the available record drawings and information for the existing water, wastewater and reclaim water infrastructure. Kimley-Horn will estimate flow demands based on the projected use considering the proposed Master Plan features. Kimley-Horn will prepare for and attend a meeting with the City of North Port to discuss the utility service alternatives for the property. Findings will be summarized and documented in the Master Plan.
- B. Prepare a limited due diligence report for the subject property. The due diligence will include research of existing published records and relevant issues consisting of existing land use (zoning, future land use), site stormwater requirements, and floodplains. Kimley-Horn will also outline Southwest Florida Water Management District (SWFWMD) and North Port policies and

procedures specific to permit types, procedures, time frames and typical application requirements.

**Deliverables:**

- Summary of existing utility infrastructure and outline of infrastructure improvements required to service the proposed Master Plan.
- Summary of site stormwater requirements, existing permits and an outline of permitting processes required for implementation of the Master Plan.

**TASK 11 – MEETINGS AND COORDINATION**

Kimley-Horn will facilitate and attend additional meetings beyond those specified above. Additional meetings are anticipated to include:

- A. Up to six (6) additional meetings with City staff as required, and six (6) conference calls / online meetings for City coordination.

**Deliverables:**

- Meeting minutes / summary of coordination meetings in PDF format

**TASK 12 - CONSTRUCTION DOCUMENTS / PERMITTING**

Construction Document and Permitting scope and fee for site civil, landscape architecture and architecture is to be determined based upon the final approved Master Plan / Implementation plan in coordination with available funding and direction from the City. As the scope for implementation will not be clear until the completion of the above Tasks 1-11, the final scope and fee for Phase 2 construction documents shall be negotiated with the City at a later date.

**Services Not Included**

Any other services, including but not limited to the following, are not included in this Agreement.

1. Biological / environmental consulting services beyond those specified
2. Geotechnical services
3. Civil site design services
4. Building permit submittal.
5. Mechanical, Electrical and Plumbing (MEP) design and engineering.

**Additional Services**

Any services not specifically provided for in the above scope will be considered additional services and can be performed for an additional fee upon written authorization from City. Additional services we can provide include the following:

1. Pre-application meeting with the Southwest Florida Water Management District (SWFWMD)
2. Development Review Committee meeting with the City of North Port

3. Development Master Plan submittal process
4. Boundary and topographical survey
5. Engineering, or landscape architectural, services beyond those specifically outlined in the tasks above.
6. Architectural construction documents, design and permitting, or other services not specifically
7. Survey location of underground utilities
8. Survey location of wetlands, environmentally sensitive or jurisdictional areas.
9. Preparation of grant applications.
10. Preparation of permit applications and/or permit expediting.
11. Traffic studies or analysis.
12. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
13. Construction contract administration
14. Additional meetings beyond those indicated in above scope.
15. 3D modeling
16. Conceptual / Architectural design for new building onsite.
17. Attendance from sub-consultants at meetings beyond those specified.

**Information Provided by City**

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Copies of all available information, studies, and reports pertinent to services for the project.
2. Existing base files and as-builts for project area, as available.

**ATTACHMENT B – FEE SCHEDULE**

**Fee and Expenses**

Kimley-Horn will perform the services described in Task 1-9 in the Scope of Services for the lump sum fees listed below. Fees for optional tasks identified in the above scope of services are listed separately. Individual task amounts are for informational purposes only.

**PHASE 1 TASK FEES**

TASK	DESCRIPTION	FEE
1	PROJECT MANAGEMENT	\$9,000
2	REVIEW OF PLANNING DOCUMENTS/DATA COLLECTION	\$11,000
3	STAKEHOLDER & COMMUNITY ENGAGEMENT	\$28,500
4	ARCHAEOLOGICAL REVIEW	\$19,750
5	MASTER PLAN CONCEPT	\$25,150
6	DRAFT MASTER PLAN	\$23,900
7	FINAL MASTER PLAN	\$34,850
8	PRESENTATIONS	\$8,900
9	ARCHITECTURAL CONCEPT AND COORDINATION	\$47,240
	SUBTOTAL	\$208,290

**PHASE 2 TASK FEES**

TASK	DESCRIPTION	FEE
10	SITE CIVIL AND UTILITY DUE DILIGENCE	\$16,500
11	MEETINGS AND COORDINATION	\$11,500
12	CONSTRUCTION DOCUMENTS / PERMITTING	\$ TBD

Scope and fee for Task 12 will be finalized upon completion of Tasks 1-11 once a better understanding of scope for this task has been established. **Phase II will be submitted via Contract Amendment requiring City Commission Approval.**

An amount has been included in the lump sum to cover certain reimbursable expenses such as in-house duplicating, plotting and printing, local mileage, telephone calls, facsimiles, postage, and word processing computer time. All permitting, application, and similar project fees will be paid directly by the City.

**Schedule**

We will provide our services as expeditiously as practicable based on a mutually agreed upon schedule. A draft project schedule outlining major tasks and associated timeframes has been provided and attached as Attachment C. **The project schedule for Tasks 10 – 12 will be provided in Phase II of the project.**

**ATTACHMENT C - SCHEDULE**

<b>TASK 2: REVIEW OF PLANNING DOCUMENTS / DATA COLLECTION</b>	<b>12 days</b>	<b>Fri 5/11/18</b>	<b>Mon 5/28/18</b>
<b>TASK 3: STAKEHOLDER AND COMMUNITY ENGAGEMENT</b>	<b>26 days</b>	<b>Tue 5/29/18</b>	<b>Tue 7/3/18</b>
<b>TASK 4: ARCHAEOLOGICAL REVIEW</b>	<b>30 days</b>	<b>Fri 5/11/18</b>	<b>Thu 6/21/18</b>
<b>TASK 5: MASTER PLAN CONCEPT</b>	<b>20 days</b>	<b>Mon 6/18/18</b>	<b>Mon 7/16/18</b>
<b>TASK 6: DESIGN DEVELOPMENT</b>	<b>20 days</b>	<b>Fri 6/15/18</b>	<b>Fri 7/13/18</b>
<b>TASK 7: FINAL MASTER PLAN</b>	<b>30 days</b>	<b>Mon 9/10/18</b>	<b>Fri 10/19/18</b>
<b>TASK 8: PRESENTATIONS</b>	<b>40 days</b>	<b>Mon 9/3/18</b>	<b>Fri 10/26/18</b>
<b>Task 9: ARCHITECTURAL CONCEPT AND COORDINATION</b>	<b>116 days</b>	<b>Fri 5/11/18</b>	<b>Fri 10/19/18</b>

**FIRST AMENDMENT TO AGREEMENT NO. 2017-40 FOR PROFESSIONAL DESIGN  
& ENGINEERING SERVICES FOR WARM MINERAL SPRINGS PARK MASTER PLAN**

**THIS FIRST AMENDMENT** (the “Amended Agreement”) to Agreement No. 2017-40 for Professional Design & Engineering Services for the Warm Mineral Springs Park Master Plan is made and entered into by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the “City,” and KIMLEY-HORN AND ASSOCIATES, INC., 1777 Main Street, Suite 200, Sarasota, Florida 34236, a North Carolina Corporation registered to conduct business in the State of Florida, hereinafter referred to as “Consultant.”

**WHEREAS**, on or around April 5, 2018, the parties entered into Agreement No. 2017-40 for Professional Design & Engineering Services for the Warm Mineral Springs Park Master Plan (the “Original Agreement”); and

**WHEREAS**, on October 10, 2017, the City issued Addendum No. 1 to Request for Proposal No. 2017-40 (the “RFP”), related to the Original Agreement, in which Item #2 provided clarification that RFP No. 2017-40 was issued combining the master plan and design services with the intent to award to one consultant in phases; and

**WHEREAS**, the Original Agreement includes Attachment A, which identifies the overall Scope of Services, divided into Phase 1 (Tasks 1 – 9) and Phase 2 (Future Tasks 10 – 12); and

**WHEREAS**, the Original Agreement provides for payment and performance of services during Phase 1, and Phase 2 includes future tasks, the scope for which would be better defined by the parties and developed following completion of the master planning process; and

**WHEREAS**, on July 24, 2019, the City delivered final payment to Consultant for its completion of Phase 1 (Tasks 1 – 9), as included in the Scope of Services for the Original Agreement; and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to include additional new tasks to develop construction and permitting documents for implementation of the completed Phase 1 of the Original Agreement; and

**WHEREAS**, the Consultant’s design team that prepared the master plan approved in Phase 1 of the Original Agreement will prepare construction documents and permitting as required in Phase 3 pursuant to the terms of this Amended Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Amended Agreement, all of which are incorporated by reference as if set forth fully herein. The effect of this Amended Agreement is to the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. This Amended Agreement is effective as of the date the last party signs it as identified below (the "Effective Date"), and shall continue through completion of the project or as otherwise provided in the Original Agreement.

**2. ORIGINAL AGREEMENT SECTION 1 – CONSULTANT’S SERVICES**

Section 1 of the Original Agreement is amended in its entirety as follows:

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Engineering Services as identified in the Request for Proposal No. 2017-40 and Consultant’s proposal submitted October 23, 2017. The parties agree that Consultant has performed Phase 1 (Tasks 1 through 9), in the original Scope of Services identified in Attachment A to the Original Agreement.
- B. The amended scope of services is described in the Amended Attachment A, with detailed tasks and associated fees described in the Amended Attachment B, and a proposed schedule and timeframes in the Amended Attachment C, all of which are attached hereto and incorporated as if set forth fully herein.
- C. Following the Effective Date of this Amended Agreement, the Consultant will commence work on the project within a mutually agreed upon time following Consultant’s receipt of a written Notice to Proceed from the City’s Purchasing office.

**3. ORIGINAL AGREEMENT SECTION 2.A.1. – COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES**

Section 2.A.1. of the Original Agreement is amended in its entirety as follows:

The parties agree that the City has compensated Consultant for all services performed to date under the Original Agreement. The City shall pay Consultant additional compensation for its services as provided in the Amended Attachment B. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Amended Agreement.

4. NEW SECTION 22 – NONDISCRIMINATION

Section 22 is hereby added to this Amended Agreement and reads as follows:

The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The Consultant shall not administer this Amended Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the parties executed this Amendment as of the date last identified below.

CONSULTANT, KIMLEY-HORN AND ASSOCIATES, INC.

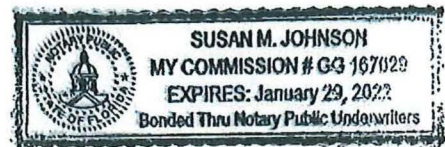
By: [Signature]  
Seth E. Schmid, P.E., Assistant Secretary

STATE OF Florida  
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 5<sup>th</sup> day of Feb., 2020 by Seth E. Schmid.

[Signature]  
Notary Public - State of Florida

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_




CITY OF NORTH PORT, FLORIDA


By: [Signature]  
Peter D. Lear, CPA, CGMA, City Manager

Date: 2-26-2020

ATTEST

  
Heather Taylor, CMC  
Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS

  
Amber L. Slayton  
City Attorney

**AMENDED ATTACHMENT A – SCOPE OF SERVICES**

**PHASE 3**

**SECTION A – PROJECT MANAGEMENT, MEETINGS AND COORDINATION**

**TASK 13 – PROJECT MANAGEMENT**

A. Consultant will provide a project manager and staff to administer the professional services described in this scope and coordinate work with the Parks and Recreation Department and/or the City's Project Manager. As part of this task, Consultant will:

1. Create, monitor and update project schedule.
2. Provide monthly invoices and progress reports.
3. Facilitate and attend meetings with City staff associated with the project including progress reviews, presentation of information, receiving direction and recommending direction. Monthly meetings are anticipated throughout the twelve-month design process.
4. One (1) presentation to the City Commission is anticipated at the 60% design phase of this project. It is assumed that the City will provide a time certain agenda item for Commission presentation.

B. Deliverables:

1. Project schedule in PDF format, developed in Microsoft Project.
2. Progress reports in Microsoft Word / PDF format.
3. Meeting minutes in Microsoft Word / PDF format.

**TASK 14 – MEETINGS AND COORDINATION**

A. Consultant will facilitate and attend additional meetings beyond those specified above. Additional meetings are anticipated to include up to six (6) additional meetings with City staff as required, and six (6) conference calls/online meetings for City coordination.

B. Deliverables:

Meeting minutes/summary of coordination meetings in PDF format.

**SECTION B – ONSITE IMPROVEMENTS**

**TASK 15 – ONSITE SURVEYING SERVICES**

A. Consultant will provide a Boundary and Specific Purpose Topographic Survey as detailed below:

1. Locate above-ground and visible improvements along the perimeter and in the interior of the property such as utility poles and overhead wires, drainage ditches, fences, and existing utility appurtenances.
  2. Ground elevations will be obtained on an approximate 100-foot grid with additional elevations obtained as needed to accurately reflect the existing terrain.
- B. Datums: Unless otherwise requested the horizontal datum to be used for this project will be North American Datum (NAD) of 1983 (CORS) and the vertical datum will be North American Vertical Datum (NAVD) of 1988.
- C. Easements: Easements will be shown that appear on recorded subdivision plats or that are provided by the City. A title search of the subject property is not included in the scope of this proposal.

#### **TASK 16 – TRAFFIC ANALYSIS**

- A. Consultant will provide analysis and prepare a report to determine and document project trip generation consisting of the following:
1. Meet with City of North Port Engineers to verify methodology for the analysis. (Based on one (1) meeting.)
  2. Consultant will prepare a project traffic trip generation analysis, prepared in accordance with City of North Port requirements and agreed upon methodology, to determine vehicle trips and distribution generated by the proposed development. For this analysis, the Phase 1 program will be considered. This analysis will be undertaken for one (1) development scenario for the project. In addition, the analysis will be conducted for existing year project buildout for the a.m. peak hour. The analysis will include existing traffic patterns to determine project distribution. It is anticipated that the City will provide Consultant with visitor data to assist with existing project traffic generation. Additional traffic count data will be obtained and adjusted for seasonal factors using the Florida Department of Transportation (FDOT) standards for peak season volumes. The analysis will determine impacts generated by the project and identify off-site improvements that may be required to mitigate impacts. This task includes turn lane warrants and associated turn lane lengths evaluation for potential off-site improvements.
  3. Based upon the findings of the analysis, Consultant will prepare a draft report and submit it to the City for review and comment. Upon receipt of these comments, Consultant will finalize the report and provide copies to be included with the City's Major Site & Development (MAS) submittal.

#### **TASK 17 – SITE DEVELOPMENT PLANS**

- A. Consultant will prepare one (1) set of Site Development Plans, based on the City-approved Phase 1 Master Plan elements and in accordance with the Southwest Florida Water Management District (SWFWMD) and City of North Port Unified Land Development Code (ULDC) requirements. The plans will address:
  - 1. Horizontal control plan and details;
  - 2. Best management practices plan and details;
  - 3. On-site paving, grading and drainage plan and details;
  - 4. On-site potable water and fire service plan and details;
  - 5. On-site wastewater collection plan and details;
  - 6. Conduit plans for wire utilities;
  - 7. Code minimum landscape plan and details; and
  - 8. Code minimum lighting plans.
- B. Consultant will prepare a stormwater management system design report and supporting calculations for use with submittals to SWFWMD and City of North Port.
- C. Consultant will prepare an Engineer's Opinion of Probable Construction Cost (EOPCC) based on the approved Infrastructure Construction Plans.
- D. The Consultant's Mechanical, Electrical and Plumbing (MEP) engineer and fire suppression engineer will provide the required building water service, wastewater service, grease line and fire service line sizes, flows and locations for the project. The MEP will also provide any required grease interceptor sizes and locations as well as supporting size determination calculations that are required by the State or the City.

#### **TASK 18 – CITY MAS REVIEW APPLICATION**

- A. Schedule and attend a pre-submittal meeting with Site Development Review (SDR) staff to discuss the proposed project and ensure the MAS application follows the requirements set forth in Ch. 33, Article II of the ULDC, as amended.
- B. Prepare and submit one (1) City of North Port Subdivision MAS application along with construction plans and required supporting documentation.
- C. Prepare and submit one (1) City of North Port Urban Design Review application along with required supporting documentation.
- D. Prepare up to two (2) written responses to comments relating to the information prepared and submitted by Consultant for the MAS application and submit to the City of North Port with required supporting documentation.

- E. Attend up to two (2) meetings with the City of North Port staff, to resolve comments generated during the City MAS application review processes.

**TASK 19 – CITY DEVELOPMENT MASTER PLAN APPLICATION**

- A. This task is structured to comply with the City of North Port Development Master Plan (DMP) application. This application will utilize the Warm Mineral Springs Park Master Plan prepared by Consultant and Associates as approved by the City Commission on Tuesday, April 9, 2019. Consultant will coordinate with the City to prepare the DMP Application pursuant to ULDC Section 53-7, as amended. It is understood Consultant will prepare the following items:
  - 1. Schedule and attend a pre-submittal meeting with Site Development Review (SDR) staff to discuss the proposed project.
  - 2. Land Use/General Project Description: Consultant will provide a general discussion of the elements of the proposed development plan or program, as well as the proposed phasing schedules and dates where applicable. The environmental consultant will summarize the impacts on natural resources and Consultant will compile this information in final format for the application.
  - 3. Master Plan and Exhibits: Consultant will prepare the Master Plan and exhibits for the DMP application as required by the City of North Port. The Warm Mineral Springs Park Master Plan previously prepared for the City and approved by the Commission will form the basis for the DMP. Consultant will revise the graphic one (1) time per City comments.
  - 4. Environmental Resource Impacts: Native Habitats and Rare and Endangered Species survey must be provided by the environmental consultant. Environmental consultant will also provide wetland survey and vegetative survey.
  - 5. Soils: Consultant will prepare a soils map based on the Natural Resource Conservation Service (NRCS) mapping.
  - 6. Floodplains: A detailed floodplain analysis is not required. If the City of North Port requests additional information regarding floodplains including analysis, this will be performed as an additional service.
  - 7. Stormwater: Consultant will prepare a preliminary stormwater analysis based on the proposed master plan. The analysis will address location of stormwater facilities, sizing, discharge locations and general impervious surface locations.
  - 8. Public Facilities:
    - a) Water Supply: Consultant will coordinate with North Port Utilities to obtain a letter indicating the existence of available potable water capacity for the project. The letter and narrative will be included in the application.

- b) **Wastewater Management:** Consultant will coordinate with North Port Utilities to obtain a letter indicating the existence of available sewage treatment capacity for the project. The letter and narrative response will be included in the application.
- 9. **Printing and Assembly of the Package:** Consultant will prepare written documentation, maps, and graphics in proper size and format ready for reproduction. Consultant will provide binders, print, and assemble the application, and submit the application to the City of North Port as required by the application process standards.
- 10. **Post Submittal/Post-Submittal Agency Coordination:** Once the revised applications are submitted to the City of North Port, they will then be distributed to the departments for comment. Consultant will attend up to one (1) meeting with each of the applicable departments, if requested, to provide explanation of the submittal. Some amount of additional analysis, negotiations of assumptions/procedures, and re-submittal may be required in this process. One (1) sufficiency response will be required. Sufficiency responses beyond one (1) round will be an additional service.
- B. **Meetings and Hearings:** This task consists of hearings and presentations before the Planning and Zoning Advisory Board and the City Commission.
  - 1. Consultant will prepare up to three (3) graphics in support of the public hearings and presentations.
  - 2. Consultant will attend two (2) team meetings in preparation for the hearings.
  - 3. Consultant will assist the City in the presentation of the application at the following meetings:
    - a) One (1) Planning and Zoning Advisory Board Public Hearing.
    - b) One (1) City Commission Public Hearing.
    - c) One (1) Neighborhood Meeting
- C. The scope of this Task assumes that the City will provide the title information for all real property.

**TASK 20 – SWFWMD INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT**

- A. Consultant will schedule and attend a pre-application meeting with the SWFWMD to discuss the project and anticipated permitting requirements.
- B. Consultant will prepare and submit a SWFWMD Individual Environmental Resource Permit application package consisting of required applications, construction plans, and supporting documentation.
- C. Consultant will respond to up to two (2) sets of review comments, relative to submittal components prepared by Consultant, from the SWFWMD.

## **TASK 21 – ENHANCED LANDSCAPE AND HARDSCAPE DESIGN**

- A. Consultant will prepare landscape architectural construction documents based on the approved Master Plan. Landscape architectural construction documents are anticipated to consist of the following:
1. Hardscape plans based on the approved master plan. Consultant will prepare hardscape plans and related construction documents for the project, to include the dimensions, detailing, specifications, and quantities necessary to construct the proposed improvements, limited to:
    - a) Paving treatments: decorative concrete within the sidewalk, courtyard, outdoor café, parking areas, as necessary.
    - b) Site furnishings: specification and layout locations.
  2. Planting plans for this task will delineate plant material, plant quantities, plant schedules, specifications and project-specific planting details for landscape plantings at renovated building and courtyard areas, including code required planting calculations, if needed.
  3. Tree protection, removal, and mitigation plans identifying existing trees to be protected in place, removed, or replaced. Calculation for any trees to be removed or replaced will be provided as required by the City's land development code, as amended.
  4. Landscape irrigation plans for proposed planting areas. Irrigation is anticipated to incorporate existing irrigation mainline and controllers. Additional equipment to provide 100% irrigation coverage will be identified in the plans.
  5. Enlargement plans for key design components.
  6. Detail sheets for key components.
  7. Detail sheets for key components including shade structures and custom furnishings.
- B. Documents prepared under this task will be of sufficient detail for bidding, permit applications, and implementation purposes. Details will describe materials, finishes, systems, equipment, workmanship, quality and performance criteria. These documents will be submitted to the City and for review and at approximately the 60%, 90%, and 100% / Final stages. Comments received at each stage will be incorporated into the subsequent submittal.

<b>SECTION C – OFFSITE UTILITY IMPROVEMENTS</b>
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## **TASK 22 – PRELIMINARY DESIGN**

A. Task Description

1. The following scope assumes that there are no environmentally sensitive lands or habitats that require special permit considerations within the area of proposed offsite improvements as it is existing street right of way (ROW). In addition, no Cultural and/or Archeological surveys are included in the scope. However, due to the project proximity to the Warm Mineral Springs site, it is possible that one or more permitting agency may request this information.
2. Presently the referenced property is not served by central water and sewer. To provide service to the property it will require that central water and sewer be extended from existing City of North Port utility mains. Based on meetings with the City of North Port Utility Department this service will require a looped water main along Trionfo Avenue and Ortiz Boulevard along with a master lift station and force main connecting to the existing City force main at US Highway 41.
3. Preliminary Design Services (30% Phase):
  - a) Data Collection and Review: The Consultant will collect and review available design information and record drawings for existing utilities within the proposed corridor. The City will make available existing reports, studies, technical analyses, drawings, operational information, and other documents regarding the proposed corridors, such as existing property and topographic surveys, plats, zoning maps and the location and extent of utility easements along the proposed pipeline corridor. The City will provide the construction drawings associated with any projects currently underway within the vicinity.
  - b) The Consultant will contact Florida Department of Transportation (FDOT) and Sarasota County to request plans, right-of-way maps, existing project plans, geotechnical information location and extent of utility easements within the US Highway 41 right-of-way and County road right-of-way where work for this project may take place.
  - c) Sunshine 811 Design Ticket: The Consultant will request a design ticket through Sunshine 811 to identify utility agencies/owners in the project area and contact each to request information available on their utilities located along the route.
  - d) Field Site Review: A field site visit will be performed by the Consultant to assist with the confirmation of existing utility locations as well as identify other above ground obstacles along the proposed route.
  - e) Determine Property Requirements: The Consultant will identify easements, if required, along the proposed corridor that may be necessary for the construction, operation and maintenance of the water main.
  - f) Prepare Preliminary Opinion of Probable Construction Cost (OPCC) – Consultant will prepare a preliminary OPCC of the proposed utilities along the project corridor for budget purposes. Because Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or

market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, will be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

- g) The Consultant will prepare a set of 30% Design Drawings upon reviewing the collected data and confirm route alignment for City approval. The 30% design submittal will consist of the following:
  - 1) Cover Sheet, Index Map, Table of Contents and Legend.
  - 2) Survey Base Map showing apparent rights-of-way, existing utilities and existing easements, if applicable.
  - 3) Subsurface Utility and Engineering data and information.
  - 4) Geotechnical Investigation data and information.
  - 5) Horizontal alignment (plan view only) of the proposed water main.
  - 6) Table of Contents of Technical Specifications.
  
- B. Consultant will submit four (4) sets of the following: 30% design drawings [one (1) full size (22" x 34"); three (3) half size (11" x 17")] 30% OPC; and draft Table of Contents of Technical Specifications. Consultant must submit an electronic version in PDF format of the submittal to the City project manager. Comments from the City for the 30% drawings will be integrated into the subsequent design drawings as discussed in the scope of services as outlined below.
  
- C. Surveying and Subsurface Utility Explorations (SUE) Services
  - 1. Once the proposed utility main routes have been selected, the Consultant shall retain the services of a Survey Subconsultant and a Subsurface Utility Explorations (SUE) Subconsultant to provide surveying and SUE services as outlined below:
    - a) Surveying Services:
      - 1) A Topographic/Route Survey will be provided for the selected route. The survey will locate and identify the following within the survey limits:
        - i. Driveways (size and type of material).
        - ii. Trees (by species, *i.e.*; Oak, etc.) with a diameter at breast height (D.B.H.) greater than 4-inches.
        - iii. Above ground features within the full width of the right-of-way including utility poles, above ground utilities, culverts, fence lines, wetland jurisdictional lines, soil borings and other visible features within the proposed pipeline corridor which are pertinent to design and construction activities.
        - iv. Invert elevations on culverts, storm drain structures and sanitary sewer structures.
        - v. Locate swales and ditches including top of bank.

vi. Appurtenances, paint marks, flagging and other indicators of the presence of underground utilities including SUE locates.

- 2) Where the proposed route follows an existing road right-of-way, apparent right-of-way lines will be determined in accordance with the existing monumentation and information supplied by the City.
- 3) Roadway Cross Sections – Route cross sections will be taken at 100-foot intervals and extend from right-of-way line to right-of-way line, or easement lines where present. Site elevations will be provided at grade breaks and at changes in direction on curbing/paving.
- 4) Benchmarks (Vertical Control) – All elevations established will be in feet, shall be referenced to existing published National Geodetic Survey (NGS) /City of North Port benchmarks, and shall refer to North American Vertical Datum (N.A.V.D.) of 1988. A minimum of two permanent Benchmarks, establishing vertical control for the project, will be placed where appropriate. Provide temporary benchmarks placed at intervals not to exceed 1,000 feet along the project route and outside of anticipated construction limits. All monumentation found or set shall be identified on the survey drawing(s).
- 5) All data will be referenced to Florida State Plane Coordinates – North American Datum (NAD) 83/11 datum – Florida West Zone.
- 6) This scope of services assumes the preparation of up to ten (10) legal descriptions or sketches for proposed easements and/or takings along the proposed route. These services will be provided on a unit cost basis for each easement and will not be provided without written authorization by the City. Additional legal descriptions beyond ten can be prepared as an additional service.

b) Subsurface Utility Explorations (SUE):

- 1) Request permits as appropriate from the City, Sarasota County, and FDOT to allow work in existing public streets or rights-of-way for marking, measuring, and recording the location of underground utilities.
- 2) Provide traffic control within the work areas while designating and locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable published standards.
- 3) Provide up to twenty (20) single test holes (VVH – verified vertical and horizontal) on identified utility conflicts (perpendicular and parallel to) the running line of the proposed water main as identified in the selected route. Test holes will be placed in natural earth where practical.

- 4) For each test hole, neatly cut and remove existing pavement or other surface material (not to exceed 225 square inches per cut). Excavate the material through the cut, down to the utility in a way that avoids damage to wrappings, coatings or other protective coverings of the utilities (i.e. vacuum/pressure excavations, hand digging, etc.). Backfill and compact with select material around the utility. Provide a restoration of the surface pavement, within the limits of the cut, at the time of the backfill.
  - 5) Mark information in the field and provide a copy of SUE field notes together with a Surveyor's Report containing VVH test hole information.
- D. All work will be performed in accordance with the standards of practice outlined in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- E. This scope of services does not include title searches. Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup.

#### **TASK 23 – GEOTECHNICAL SERVICES**

Once the proposed utility main routes have been selected, Consultant must retain a geotechnical subconsultant to provide the following geotechnical services:

- A. Conduct a visual reconnaissance of the project site. Review the U.S. Department of Agriculture (USDA) Soil Survey for Sarasota County and the U.S. Geological Survey (USGS) topographic maps. Determine boring locations by survey quality georeferenced points.
- B. Clear utilities near the proposed boring and pavement core locations to ensure there are no known utilities in the area to be bored.
- C. Provide traffic control through signage and flag men as required for personnel and equipment safety.
- D. Perform geotechnical explorations at the proposed locations of pipeline as determined by Consultant. A total of six (6) Standard Penetration Tests (SPT) borings, to depths of 20 feet each, will be provided to develop a reasonable understanding of subsurface conditions at the boring locations. A total of four (4) SPT borings to a depth of 50 feet for potential horizontal directional drill (HDD) will be provided at two water crossings.
- E. Visually examine all recovered soil samples in the laboratory and, as appropriate, perform laboratory tests on selected representative samples to develop the soil legend for the project using the Unified Soil Classification System. The laboratory testing must include percent passing

the #200 sieve, Atterberg limits testing, organic and natural moisture content determination and corrosion series (Environmental tests) on selected samples.

- F. The geotechnical subconsultant will provide engineering evaluations and analyses to develop geotechnical recommendations in the following areas:
1. General assessment of area geology based on experience, study of geological literature and boring information.
  2. General location and description of potentially deleterious materials encountered in the borings, which may interfere with the proposed construction or performance, including existing fills or surficial organics.
  3. Discuss design, or construction considerations, or both, based on the soil and groundwater conditions developed from the borings, including but not limited to earthwork recommendations, dewatering, hard soil conditions, need for sheet piles or bracing in open cut areas, potential settlement from sheeting or compaction to above ground structures, etc.
  4. Soil design parameters, including but not limited to estimated soil strength and density parameters, internal friction angles, dry and wet densities, cohesion and earth pressure coefficients (active and passive).
  5. Address groundwater levels encountered in the borings performed and approximate seasonal high groundwater along the pipeline route.
  6. Recommendations for construction including a summary report that includes a summary of findings and analysis.

#### **TASK 24: ENVIRONMENTAL SERVICES**

Consultant must retain an environmental subconsultant to provide the following environmental services following issuance of the Development Order:

- A. Prior to conducting field reviews, collect and review readily available and pertinent data on the following:
1. Adjacent environmental permits.
  2. Current Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), and Sarasota County environmental permitting regulations and permit thresholds.
  3. USGS Quadrangle maps.
  4. National Wetland Inventory mapping.

5. Natural Resources Conservation Service soil maps.
  6. Florida Fish and Wildlife Conservation Commission (FWC) eagle nest locations.
  7. FWC threatened and endangered species observation records.
  8. Florida Natural Areas Inventory (FNAI) data records.
  9. Florida Atlas of Breeding Sites for Herons and their Allies.
  10. United States Fish and Wildlife Service (USFWS) Geographic Information System (GIS) data.
  11. 2009 Southwest Florida Water Management District (SWFWMD) Florida Land Use, Cover and Forms Classification System (FLUCFCS) mapping and Color aerial photography.
- B. Field Delineation of Wetland Lines/Wetland Characterization. Establish the approximate wetland jurisdictional boundaries in accordance with the following federal and state criteria: 1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands; 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region; and Chapter 62-340 of the Florida Administrative Code. All wetland areas must be identified. The wetland lines must be extended at least 25 feet beyond the limits of the proposed work area. Prior to commencement of the field work, the City will provide Consultant with a GIS or AutoCAD compatible file of the proposed work limits or easement limits.
- C. Threatened and Endangered Species Survey. Conduct a presence/absence survey for protected species that may occur within the project area. If protected species or their habitats are identified within the project limits, formal surveys and additional permitting may be required by Consultant. However, only the gopher tortoise (*Gopherus polyphemus*) focused surveys are included under this scope of services. All observations of wildlife that inhabit, cross, or use habitats within and immediately adjacent to the site must be recorded by Consultant. Recorded wildlife data will consist of both direct sightings and indirect observations (e.g., calls, scat, dens, tracks, burrows, feathers, scratchings, nests, or other evidence). Any observations of protected animals or plants will be recorded in a field data book, and the approximate location will be depicted on an aerial photograph. In addition, the potential for the site being part of, or within, an important wildlife corridor or USFWS-designated Critical Habitat must be assessed.
- D. Conduct a 100 percent (100%) gopher tortoise survey consistent with the April 2008 Gopher Tortoise Permitting Guidelines, and subsequent revisions, as published by the FWC, of all appropriate habitat within the project limits and 25 feet beyond the limits of the project area. All identified gopher tortoise burrows within the surveyed limits must be flagged, individually labeled, and classified by activity status according to FWC guidelines. All burrow locations must be recorded using a hand-held GPS capable of sub-meter accuracy. Subconsultant must prepare a memorandum describing the findings of the gopher tortoise burrow survey and outline any recommended future planning considerations. The memorandum must include an aerial map depicting the location of observed gopher tortoise burrows and any incidental observations of

protected flora or fauna. Please note: Gopher tortoise surveys are only valid for 90 days; however, completion of the 100 percent (100%) survey early in the process will prove useful in that it can assist in developing the final force main alignment and avoid any permitting complications/costs and assist with development of a silt fence exclusion design. If gopher tortoises documented within the survey limits cannot be avoided by a minimum of 25 feet, any necessary subsequent surveys and permitting are not covered under this scope of services.

- E. Environmental Permitting Services, as further discussed herein, include the assembling of all readily available information for the project area and preparation of the environmental support documents, including but not limited to, an Avoidance and Minimization Analysis associated with the Florida Department of Environmental Protection (FDEP) General Permit application and United States Army Corps of Engineers (USACE) Nationwide Permit applications.

#### **TASK 25 – INTERMEDIATE DESIGN DRAWINGS (60% PHASE)**

- A. The Consultant must prepare 60% Design Drawings for the selected routes. The 60% design submittal must consist of the following:
  - 1. Cover sheet, index map, table of contents, and legend.
  - 2. Survey base map showing apparent rights-of-way, existing utilities, and existing easements.
  - 3. Subsurface utility engineering data and information.
  - 4. Geotechnical investigation data and information.
  - 5. Horizontal and vertical alignment (plan and profile view) of the proposed water main.
  - 6. Draft technical specifications.
- B. Consultant must prepare an Opinion of Probable Construction Cost (OPCC) associated with the design plans. Because Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the cost of construction and materials, will be made based on experience and represent Consultant's judgment as an experienced and qualified professional, familiar with the industry. Consultant cannot and does not guarantee that the costs identified in its OPCC will be the same as the received proposals, bids, or actual costs.
- C. Consultant must send the utility companies with facilities in the right-of-way a copy of the 60% plan for those companies to verify and identify their facilities located along the route of the pipeline. Consultant must invite the utility companies to a meeting to discuss the disposition of their facilities to ensure they are identified properly on the plans. Consultant will provide City with a copy of the Meeting Minutes after the meeting to create a permanent record of the meeting.
- D. Consultant must submit four (4) sets of the following 60% design drawings: one (1) full size (22" x 34") and three (3) half size (11" x 17") 60% Draft Technical Specifications, 60% schedule and OPCC. Consultant must submit these documents in PDF format to the City's project manager by email or

USB flash drive. Comments from the City for the 60% drawings will be integrated into the subsequent design drawings as discussed in the tasks below.

#### **TASK 26 – PERMITTING SERVICES**

- A. Consultant must prepare for and attend a pre-application meeting with the permitting and utility agencies identified below regarding their specific permitting requirements and agreements:
1. Southwest Florida Water Management District – Standard General Environmental Resource Permit (processed through Florida Department of Environmental Protection (FDEP)).
  2. Florida Department of Environmental Protection – Specific permit to construct domestic wastewater collection/transmission system. (Processed through Sarasota County Pollution Control).
  3. Florida Department of Environmental Protection – Specific permit to construct PWS component. (Processed through the Department of Health (DOH)).
  4. Sarasota County Right-Of-Way use.
  5. Florida Department of Transportation Utility Permit (if required).
  6. U.S. Army Corps of Engineers – Nationwide (if required).
  7. Notice of Intent (NOI) to FDEP.
- B. Consultant must prepare each permit application described above along with the required supporting documents and submit them to the City for review prior to their submittal to the appropriate regulatory agency. The City will pay each regulatory agency any applicable permit fee required under this section of the scope of work.

#### **TASK 27 – FINAL DESIGN DRAWINGS AND CONTRACT DOCUMENTS (90% and 100% PHASE)**

- A. The purpose of the final design drawings is to provide responses to the City's 60% Design Drawing comments. Comments obtained from the 90% Design Drawings will be incorporated into a final contract document to be utilized for bidding purposes.
1. The 90% design submittal will consist of the 60% design components and the following:
    - a) Incorporation of the City's 60% review comments.
    - b) All proposed construction detail sheets.
    - c) Proposed Maintenance of Traffic (MOT) plan along the pipeline corridor.
    - d) Completed general notes for the plans.
    - e) A set of Technical Specifications in PDF and MS Word format.

2. Consultant must update its Opinion of Probable Construction Cost (OPCC) pursuant to the City's 60% comments related to design and quantity changes.
  3. Consultant must submit four (4) sets of the following for the 90% design drawings: one (1) full size (22" x 34") and three (3) half size (11" x 17") 90% Technical Specifications, 90% Schedule and OPCC. Consultant must submit these documents in PDF format to the City's project manager by email or USB flash drive. Comments from the City for the 90% drawings will be integrated into the subsequent design drawings as discussed in the tasks below. It is anticipated that comments will be obtained from the City within 2 weeks of the submittal date.
  4. Consultant must update the 90% components based on the City's comments. The Final Contract documents (100%) design submittal will consist of the following:
    - a) One (1) complete original signed and sealed set of the Construction Bid Documents, comprising of Technical Specifications and drawings with the City's 90% review comments incorporated.
    - b) Final Construction Bid Documents in PDF format on USB flash drive.
    - c) Final OPCC cost.
    - d) Contractor qualifications letter.
    - e) A blank bid form in MS Excel format.
    - f) Construction duration schedule in MS Project format.
    - g) A CD containing all the AutoCAD drawings.
- B. Additional copies of the final signed and sealed documents will be prepared on behalf of the City for submittal to the other City departments.

<b>SECTION D – BIDDING AND CONSTRUCTION PHASE SERVICES</b>
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**TASK 28 – BID PHASE SERVICES**

Consultant must coordinate with the City to provide the following bid phase tasks for the project:

- A. Provide electronic copies and unbound contract documents for bidding by the City, and review general and supplemental contract conditions (provided by the City) for consistency with the technical specification requirements.
- B. Respond to requests for information (RFI) from bidders regarding interpretation and clarification of bid documents, and assist with preparation of addenda as requested.
- C. Attend a pre-bid meeting for prospective bidders of the project.
- D. Based on the responsive bids submitted, contact and review references, compile a bid tabulation, and prepare a Contractor Qualification and recommendation letter to the City.

- E. Upon completion of the Bid Phase, develop and provide conformed sets of Construction Documents and Technical Specifications that include any changes made during the bid phase, and provide an electronic version of all the AutoCAD drawings of the conformed Construction Documents.

#### **TASK 29 – CONSTRUCTION PHASE SERVICES**

- A. Consultant must provide professional construction phase services by providing assistance to the City during construction of the project. The Project is expected to be constructed in a single phase. The following services must be performed as requested by the City:
  - 1. Pre-Construction Conference. Attend a Pre-Construction Conference with the contractor and the City prior to commencement of Work at the Site.
  - 2. Progress meetings. Attend weekly progress meeting with the Contractor and the City.
  - 3. Visits to Site and Observation of Construction. Provide on-site construction observation services during the construction phase by making visits to the site an average of 2 hours per workday over the entire construction period. These site visits are in addition to any other site visits required to perform the services detailed in this scope of work.
    - a) On-site construction visits and observations are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work, based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant must evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant must keep the City's project manager informed of the general work progress.
    - b) On-site construction visits and observations are required to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Amended Agreement, and to provide the City with a greater degree of confidence that the completed work will conform to the Contract Documents. At no time during such visits, or as a result of such observations, is Consultant permitted to supervise, direct, or have control over the Contractor's work, or authority over or responsibility of the means, methods, techniques, equipment choice or usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions or programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
  - 4. Recommendations with Respect to Defective Work. Make recommendations when Consultant believes that the Contractor's work should be disapproved and rejected while it is

in progress if, on the basis of Consultant's observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

5. Clarifications and Interpretations. Respond to reasonable and appropriate Contractor and City requests for information, and issue necessary clarifications and interpretations of the Contract Documents to the City, as appropriate to assist in the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents can only be made by the City.
6. Change Orders. Recommend change orders to the City and review and make recommendations related to Change Orders submitted or proposed by the Contractor.
7. Shop Drawings and Samples. Review, approve, or take other appropriate action in respect to Shop Drawings, Samples, and other data the Contractor is required to submit, for conformance with the information provided in the Contract Documents. Such review, approval, or other action, does not extend to the means, methods, techniques, equipment choice or usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
8. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
9. Inspections and Tests. Require special inspections or tests of Contractor's work as Consultant deems appropriate, receive and review certificates of inspections within Consultant's area of responsibility, or of tests and approvals required by laws, or the Contract Documents. Consultant's review of certificates is for determining if the results certified indicate compliance with the Contract Documents and is not an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant is entitled to rely on the results of such tests.
10. Disagreements between City and Contractor. If requested by City, Consultant will render a written decision on any claim between the City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant must be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith.
11. Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations are to be based on Consultant's knowledge, information, and belief, and must state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment must include determinations of quantities and classifications of Contractor's work based on observations and measurements of quantities provided with pay requests. Consultant's

recommendations are not a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

12. Substantial Completion. After notice from Contractor that it considers the Work ready for its intended use, in company with City and Contractor, Consultant must conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
  13. Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed Work of Contractor is in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant must provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief, based on the extent of its services and based upon information provided to Consultant.
  14. Record Drawings. Review the record drawings prepared by the Contractor's Surveyor (licensed in the state of Florida) and make changes recorded by the Contractor to the Final Civil Engineering Plans. Prepare a Record Drawing plan set for the project in accordance with applicable County, City, and applicable regulatory agency criteria. Submit the Record Drawings to the City and applicable regulatory agencies for their records as part of the certification task below and forward the files to them in both AutoCAD and PDF format. This task assumes minor changes to the plans only and significant changes to permitted plans may require additional fee. This task does not include any site visits to verify the drawings provided by the Surveyor.
  15. Certification Documents. Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project, Consultant must prepare and submit to the appropriate regulatory agency, the certificates of completion of construction. This Amended Agreement is based on one set of certifications of completion of construction for the project. These certifications must include City of North Port, SWFWMD, and FDEP. Consultant is not required to execute any certifications or other documents that might, in the judgment of the Consultant, violate professional standards, increase the Consultant's risk or affect the availability or cost of its insurance.
- B. Limitation of Responsibilities. Consultant is not responsible for the acts or omissions of any Contractor, or of any of Consultant's subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant has no authority or responsibility to stop the work of any Contractor.

## SECTION E – ARCHITECTURAL IMPROVEMENTS

### TASK 30 – ARCHITECTURAL SERVICES

Consultant must retain the services of Sweet-Sparkman Architects, Inc. (“Subconsultant”) to provide the scope of services outlined in this task. Consultant must ensure that any contract or agreement it has with Subconsultant is clear and provides the following project understanding and scope of services for this Task.

#### A. Architectural Project Understanding

1. The Warm Mineral Springs Park is owned by the City of North Port (the “Owner”). Consultant holds the Prime Agreement for professional design services with the City of North Port.
2. Consultant and Subconsultant have previously completed a Master Plan dated April 9, 2019 for the Warm Mineral Springs Park.
3. This Amended Agreement includes professional design services for the Phase 1 components of the Master Plan, which include:
  - a) Entry/Admission Building (3,400 sf).
  - b) Spa/Café Building (6,000 sf).
  - c) Cyclorama (4,500 sf).
  - d) Replacement of existing Trellis structure.
  - e) Coordination of site improvements around the existing buildings with Landscape Architecture and Civil Engineer.
4. Subconsultant understands that the City has received Historic Designation through the National Register of Historic Places for the building complex and that the City intends for the buildings to maintain their historic designation after the renovations are completed.
5. Building permitting is to be submitted to the City of North Port Building Division. Subconsultant understands that additional permitting efforts may be required due to the intended historic designation of the buildings.
6. The scope of work for this task is based on the renovation concept plans that are included in the final Master Plan document. Subconsultant’s understanding of the building renovation scope is as follows:
  - a) General Building Scope.
    - 1) Significant floor plan reconfigurations as depicted in the afore-mentioned renovation concept plans.

- 2) Removal and replacement of all existing roofing, and repair/replacement of existing sheathing and roof structure.
  - 3) Replace all existing storefront door/window systems with new impact resistant glazed storefront, including any structural modification to existing walls required to ensure proper storefront attachment.
  - 4) Repairs and selective replacement of existing ceramic-faced masonry, both cosmetic and structural.
  - 5) New and modified structural openings in interior corridor as required for new floor plans.
  - 6) Replacement of existing steel beams and columns where required.
  - 7) Provide new Trellis connector structure using aluminum wide-flange and tube shapes to replicate the historic steel and wood trellis structure.
  - 8) Removal and replacement of all plumbing, electrical, data, and fire alarm systems, including under-slab plumbing. New plumbing design will attempt to reuse the current plumbing repairs that are being undertaken by the City, to the greatest extent possible.
  - 9) New mechanical systems, ducting, and distribution. Selected existing mechanical equipment may be able to be reused.
  - 10) New finishes and fixtures throughout all buildings.
  - 11) Buildings will be fire sprinkled.
- b) Historic Entry/Admission Building. Reconfigured floor plan to allow controlled access to Springs through Gift Shop, and public access to Meeting Room and two ADA restrooms.
- c) Spa/Café Building.
- 1) Significant reconfiguration of the floor plan for the Men's and Women's Locker Rooms and the Spa facility.
  - 2) Complete new plumbing systems, finishes, and fixtures throughout building.
  - 3) Complete new Café and kitchen systems, including equipment design, layout, and utility rough-ins. New exhaust hood and makeup air systems for kitchen equipment. This scope of services includes a dedicated Food Service Consultant for the design of the Café layout and equipment.

- d) Cyclorama.
  - 1) Partial removal of the existing stepped concrete seating structure, with the intent of creating a more open and useable floor plan to allow for additional exhibit space.
  - 2) Subconsultant understands that the City may engage a specialty Exhibit Designer to design exhibits for the Cyclorama space. The Exhibit Designer's scope of services will include any restoration of the existing murals, as well as any specialty exhibit lighting and AV systems. Subconsultant's scope of services is limited to coordination of primary utility rough-ins based on the exhibit designed by others. Subconsultant can provide the services of an Exhibit Design consultant as an Additional Service, if requested.
- e) Site Improvements. Subconsultant must coordinate with Consultant on the design of site and landscape features in areas immediately surrounding the building, including a new decorative fence feature between the Admission Building and Cyclorama, new landscaped courtyard, and new outdoor dining area adjacent to Café.
- 7. It is understood that construction of components will be sequenced to allow for continued operation of the Warm Mineral Springs Park facilities. Construction Administration (CA) services assume that construction will be done within a duration of 18 consecutive months. CA services beyond 18 months can be provided as an Additional Service.
- 8. Subconsultant's services include the following engineering consultant services:
  - a) Structural Engineering.
  - b) Mechanical, Electrical and Plumbing Engineering (MEP).
  - c) Fire Alarm and Fire Sprinkler Design.
  - d) Food Service Consultant.
- 9. Subconsultant must provide professional design services as described in the following phases. Each phase must be approved by the Consultant in writing prior to beginning the next phase of work.

### **30.1 – SCHEMATIC DESIGN PHASE**

- A. Subconsultant must review the program and other information furnished by the City, and must review codes and regulations applicable to Subconsultant's services.
- B. Based on the Project's requirements agreed upon with the City, Subconsultant must prepare and present for the City's approval, a preliminary design illustrating the scale and relationship of the Project components.
- C. Based on the City's approval of the preliminary design, Subconsultant must prepare Schematic Design Documents for the City's approval. The Schematic Design Documents must consist of

drawings and other documents including a site plan, if appropriate, and preliminary building plans, section and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary narrative selections of major building systems and construction materials shall be noted on the drawings or described in writing.

- D. Subconsultant must submit the Schematic Design Documents to the City, and request the City's approval.
- E. Subconsultant understands that the City may engage the services of a contractor or Construction Estimator to provide an estimate of the Cost of the Work. Alternatively, Subconsultant can prepare this estimate as an Additional Service, if requested.
- F. Schematic Design Phase includes up to (5) meetings with the City.

### **30.2 – DESIGN DEVELOPMENT PHASE**

- A. Based on the City's approval of the Schematic Design Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, Subconsultant must prepare Design Development Documents for the City's approval.
- B. The Design Development Documents must illustrate and describe the development of the approved Schematic Design Documents and must consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents must include outline specifications that identify major materials and systems and establish in general their quality levels.
- C. The Subconsultant must prepare an updated Opinion of Probable Construction Cost (OPCC) based on the Design Development Documents.
- D. The Subconsultant must submit the Design Development Documents to the City and request the City's approval.
- E. Design Development Phase includes up to (3) meetings with the City.

### **30.3 – CONSTRUCTION DOCUMENTS PHASE**

- A. Based on the City's approval of the Design Development Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, Subconsultant must prepare Construction Documents for the City's approval.
- B. The Construction Documents must illustrate and describe the further development of the approved Design Development Documents and must consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the

construction of the work, in a manner consistent with locally accepted standards for professional skill and care.

- C. Subconsultant must incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- D. The City and Subconsultant acknowledge that to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which Subconsultant must review in accordance with the Construction Administration Phase outlined below.
- E. The Subconsultant must prepare an updated Opinion of Probable Construction Cost (OPCC) based on the 100% Construction Documents.
- F. The Subconsultant must submit the Construction Documents to the City and request the City's approval.
- G. Construction Document Phase includes up to (3) meetings with the City.

#### **30.4 – BIDDING AND PERMITTING PHASE**

- A. Based upon the City's approval of the Construction Documents, provide building permitting necessary to achieve signed/sealed drawings ready for the Contractor's bidding process and/or construction.
- B. Submission of Construction Documents to applicable agencies for permit processing.
- C. Answer review questions required by permitting agencies and General Contractor. Assembly of addenda material and information as may be required to clarify issues.
- D. Assist the City and General Contractor in bid evaluation, as requested.

#### **30.5 – CONSTRUCTION ADMINISTRATION PHASE**

- A. Construction Administration services assumes a total of 18 consecutive months of construction, as described in the Project Understanding section. See Additional Services for construction duration beyond 18 months.
- B. Bi-monthly (two per month) site visits during construction to determine, in general, if the work observed is being performed in a manner that, when completed, will be in accordance with the Contract Documents. This Amended Agreement includes a total of 30 site visits during construction. Additional requested site visits will be billed as Additional Services. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether

Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep City informed of the general progress of the Work.

- C. Review and respond to Contractor requests for information (RFIs) and Submittals during construction.
- D. Review Contractor Certificates for Payment.
- E. At Project Completion, review Punch List prepared by Contractor and issue Certificate of Substantial Completion when appropriate.
- F. Certify a final Certificate for Payment based upon a final site visit indicating the work complies with the requirements of the contract documents.

<b>OTHER</b>
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**Items and Services Not Included**

Any other services, including but not limited to the following, are not included in this Amended Agreement:

- A. Water Quality Monitoring or Testing.
- B. Plan Review or Permit Fees.
- C. Hazardous Materials and Toxic Waste Services.
- D. Historical or archeological services.

**Additional Services**

Any services not specifically provided for in the above scope of services will be considered additional services to be performed at Consultant's hourly rate at the time of performance or for a pre-negotiated lump sum fee.

**Information Provided by the City**

Consultant can rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City will provide all items and information requested by Consultant during the project, including but not limited to the following:

- A. Copies of all available information pertinent to Consultant's services on the project.
- B. All permit fees and review fees.

- C. All reports related to the site, including but not limited to, Due Diligence, Title Report, Historical Resource Surveys, and Site Inspection/Investigations.
- D. Copies of all known agreements, resolutions and ordinances pertaining to the subject property.
- E. Copy of site plan or other files in ACAD format as available.

**AMENDED ATTACHMENT B – FEE SCHEDULE**

**Fee and Expenses**

Consultant will perform the services described in Task 1-18 in the Scope of Services for the fees listed below. Individual task amounts are for informational purposes only.

The fees below include consideration for all expenses, including but not limited to in-house duplicating, plotting and printing, local mileage, telephone calls, facsimiles, postage, and word processing computer time. All permitting, application, and similar project fees will be paid directly by the City. Consultant will not bill for, and the City will not be responsible for reimbursing, any such expenses.

Unless a task is identified as Not-to-Exceed, Consultant must invoice lump sum fees monthly, per task, based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Lump sum fees will be billed monthly on a percentage of completion basis. Payment will be due within 45 days of the City's receipt of the invoice.

The Not-to-Exceed amount ("NTE\*"), as identified in the below table, is the upper limit of the task and the City will be billed up to and not exceeding the listed amount.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
	<b>SECTION A – PROJECT MANAGEMENT, MEETINGS AND COORDINATION</b>	
13	PROJECT MANAGEMENT	\$30,000
14	MEETINGS AND COORDINATION	\$6,500
	<b>PROJECT MANAGEMENT, MEETINGS AND COORDINATION - SUBTOTAL</b>	<b>\$36,500</b>
	<b>SECTION B – ONSITE IMPROVEMENTS</b>	
15	ONSITE SURVEYING SERVICES	\$25,000 NTE*
16	TRAFFIC ANALYSIS	\$12,000
17	SITE DEVELOPMENT PLANS	\$60,000
18	CITY MAS REVIEW APPLICATION	\$13,000
19	CITY DEVELOPMENT MASTER PLAN APPLICATION	\$38,500 NTE*
20	SWFWMD ENVIRONMENTAL RESOURCE PERMIT	\$9,000
21	ENHANCED LANDSCAPE AND HARDSCAPE DESIGN	\$45,000
	<b>ONSITE IMPROVEMENTS – SUBTOTAL</b>	<b>\$202,000 INCL. NTE* AMOUNT</b>

<b>SECTION C – OFFSITE UTILITY IMPROVEMENTS</b>		
22.A	PRELIMINARY DESIGN (30% PHASE)	\$49,750
22.B	SURVEY AND SUBSURFACE UTILITY EXPLORATIONS (SUE) SERVICES	\$47,500 NTE*
23	GEOTECHNICAL SERVICES	\$6,000 NTE*
24	ENVIRONMENTAL SERVICES	\$12,000 NTE*
25	INTERMEDIATE DESIGN DRAWINGS (60% PHASE)	\$74,300
26	PERMITTING SERVICES	\$21,500
27	FINAL DESIGN DRAWINGS AND CONTRACT DOCUMENTS (90% and 100% PHASE)	\$65,600
	<b>OFFSITE UTILITY IMPROVEMENTS - SUBTOTAL</b>	<b>\$276,650 INCL. NTE*AMOUNT</b>
<b>SECTION D – BIDDING AND CONSTRUCTION PHASE SERVICES</b>		
28	BID PHASE SERVICES	\$22,000
29	CONSTRUCTION PHASE SERVICES	\$362,550
	<b>BIDDING AND CONSTRUCTION PHASE SERVICES - SUBTOTAL</b>	<b>\$384,550</b>
<b>SECTION E – ARCHITECTURAL SERVICES</b>		
<b>ENTRY / ADMISSION BUILDING</b>		
30.1	SCHEMATIC DESIGN	\$15,200
30.2	DESIGN DEVELOPMENT	\$27,400
30.3	CONSTRUCTION DOCUMENTS	\$38,150
30.4	BIDDING AND PERMITTING	\$4,900
30.5	CONSTRUCTION ADMINISTRATION	\$25,075
	<b>ENTRY / ADMISSION BUILDING – TOTAL</b>	<b>\$110,725</b>
<b>SPA / CAFÉ BUILDING (INCLUDING TRELIS REPLACEMENT)</b>		
30.1	SCHEMATIC DESIGN	\$27,450
30.2	DESIGN DEVELOPMENT	\$47,800
30.3	CONSTRUCTION DOCUMENTS	\$64,700
30.4	BIDDING AND PERMITTING	\$8,950
30.5	CONSTRUCTION ADMINISTRATION	\$46,050
	<b>SPA / CAFÉ BUILDING – TOTAL</b>	<b>\$194,950</b>
<b>CYCLORAMA</b>		
30.1	SCHEMATIC DESIGN	\$18,300
30.2	DESIGN DEVELOPMENT	\$32,450
30.3	CONSTRUCTION DOCUMENTS	\$44,250
30.4	BIDDING AND PERMITTING	\$5,900
30.5	CONSTRUCTION ADMINISTRATION	\$30,350
	<b>CYCLORAMA – TOTAL</b>	<b>\$131,250</b>
<b>30</b>	<b>ARCHITECTURAL SERVICES - SUBTOTAL</b>	<b>\$436,925</b>
<b>ADDITIONAL ARCHITECTURAL SERVICES</b>		
	INTERIOR DESIGN SERVICES (SELECTION AND COORDINATION OF INTERIOR BUILDING FINISHES)	\$17,500 NTE*
	FOOD SERVICE DESIGN SERVICES	\$12,500

	HISTORICAL CONSULTING SERVICES	\$7,500 NTE*
	<b>ADDITIONAL ARCHITECTURAL SERVICES - SUBTOTAL</b>	<b>\$37,500 NTE*</b>
	<b>TOTAL BASE FEE EXCLUDING NTE FEE AMOUNTS</b>	<b>\$1,207,625</b>
	<b>TOTAL INCLUDING NTE FEE AMOUNTS</b>	<b>\$1,374,125</b>

**Schedule**

Consultant must provide services as expeditiously as practicable based on a mutually agreed upon schedule. A draft project schedule outlining major tasks and associated timeframes has been provided and attached hereto as Amended Attachment C.

ATTACHMENT C - SCHEDULE

<b>Task Name</b>	<b>Duration</b>	<b>Start</b>	<b>Finish</b>
Notice to Proceed	1 day	Thu 3/5/20	Thu 3/5/20
Kick Off Meeting	0 days	Thu 3/5/20	Thu 3/5/20
<b>Section A - Project Management, Meetings and Coordination</b>	<b>871 days</b>	<b>Fri 4/17/20</b>	<b>Fri 8/18/23</b>
Task 13 - Project Management	886 days	Fri 3/6/20	Fri 7/28/23
Task 14 - Meetings and Coordination	886 days	Fri 3/6/20	Fri 7/28/23
<b>Section B - Onsite Improvements</b>	<b>210 days</b>	<b>Fri 3/6/20</b>	<b>Thu 12/24/20</b>
Task 15 - Onsite Surveying	30 days	Fri 3/6/20	Thu 4/16/20
Task 16 - Traffic Analysis	30 days	Fri 3/6/20	Thu 4/16/20
Task 17 - Site Development Plans	30 days	Fri 4/17/20	Thu 5/28/20
Task 18 - City MAS Review Application	96 days	Fri 5/29/20	Fri 10/9/20
Task 19 - City Development Master Plan Application	96 days	Fri 5/29/20	Fri 10/9/20
Task 20 - SWFWMD Individual ERP	150 days	Fri 5/29/20	Thu 12/24/20
Task 21 - Enhanced Landscape and Hardscape Design	30 days	Fri 5/29/20	Thu 7/9/20
<b>Section C - Offsite Utility Improvements</b>	<b>240 days</b>	<b>Fri 3/6/20</b>	<b>Thu 2/4/21</b>
Task 22.A - Preliminary Design (30%)	30 days	Fri 4/17/20	Thu 5/28/20
Task 22.A - City to Review Preliminary Design (30%)	1 day	Fri 5/29/20	Fri 5/29/20
Task 22.B - Survey & Subsurface Utility Explorations (SUE) Services	30 days	Fri 3/6/20	Thu 4/16/20

Task 23 - Geotechnical Services	30 days	Fri 3/6/20	Thu 4/16/20
Task 24 - Environmental Services	30 days	Fri 3/6/20	Thu 4/16/20
Task 25 - Intermediate Design Drawings (60% Phase)	60 days	Fri 5/29/20	Thu 8/20/20
Task 25 - Submit Intermediate Design Drawings (60% Phase)	20 days	Fri 8/21/20	Thu 9/17/20
Task 26 - Permitting Services	120 days	Fri 8/21/20	Thu 2/4/21
Task 27 - Final Design Drawings and Contract Documents (90% Phase)	30 days	Fri 9/18/20	Thu 10/29/20
Task 27 - Submit Final Design Drawings and Contract Documents (90% Phase)	15 days	Fri 10/30/20	Thu 11/19/20
Task 27 - Final Design Drawings and Contract Documents (100% Phase)	25 days	Fri 11/20/20	Thu 12/24/20
Task 27 - Submit Final Design Drawings and Contract Documents (100% Phase)	15 days	Fri 12/25/20	Thu 1/14/21
<b>Section D - Bidding and Construction Phase Services</b>	<b>630 days</b>	<b>Fri 1/15/21</b>	<b>Thu 6/15/23</b>
Task 28 - Bid Phase Services	90 days	Fri 1/15/21	Thu 5/20/21
Task 29 - Construction Phase Services	540 days	Fri 5/21/21	Thu 6/15/23
<b>Section E - Architectural Services</b>	<b>825 days</b>	<b>Fri 4/17/20</b>	<b>Thu 6/15/23</b>
Task 30.1 - Schematic Design	60 days	Fri 4/17/20	Thu 7/9/20
Task 30.2 - Design Development	60 days	Fri 7/10/20	Thu 10/1/20
Task 30.3 - Construction Documents	60 days	Fri 10/2/20	Thu 12/24/20
Task 30.3A Permitting	90 days	Fri 10/2/20	Thu 2/4/21
Task 30.4 - Bidding	90 days	Fri 1/15/21	Thu 5/20/21
Task 30.5 - Construction Administration	540 days	Fri 5/21/21	Thu 6/15/23

**SECOND AMENDMENT TO AGREEMENT NO. 2017-40 FOR PROFESSIONAL DESIGN  
& ENGINEERING SERVICES FOR WARM MINERAL SPRINGS PARK MASTER PLAN**

This *Second Amendment to Agreement No. 2017-40* for Professional Design & Engineering Services for the Warm Mineral Springs Park Master Plan (“Second Amendment”) is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 (“City”) and Kimley-Horn and Associates, Inc., a Foreign Profit Corporation registered to do business in the State of Florida, whose address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 (“Consultant”).

**WHEREAS**, on or around April 5, 2018, the parties entered into Agreement No. 2017-40 for Professional Design & Engineering Services for the Warm Mineral Springs Park Master Plan (the “Original Agreement”); and

**WHEREAS**, the Original Agreement includes Attachment A, which identifies the overall Scope of Services, divided into Phase 1 (Tasks 1 through 9) and Phase 2 (Future Tasks 10 through 12); and

**WHEREAS**, on October 10, 2017, the City issued Addendum No. 1 adding Phase 3, Tasks 13 through 30 for the Request for Proposal No. 2017-40 (the “RFP”), related to the Original Agreement, stating that RFP No. 2017-40 was issued combining the master plan and design services with the intent to award to one consultant in phases; and

**WHEREAS**, on or around February 26, 2020, the Original Agreement was amended to include additional new tasks to develop construction and permitting documents for implementation of the completed Phase 1 of the Original Agreement; and

**WHEREAS**, on July 24, 2019, the city delivered final payment to Consultant for its completion of Phase 1 (Tasks 1 – 9), as included in the Scope of Services for the Original Agreement; and

**WHEREAS**, on June 6, 2022, the Consultant completed Phase 2 (Tasks 10 through 12); and

**WHEREAS**, on September 10, 2024, City Commission approved revisions to the park master plan and design; and

**WHEREAS**, this Second Amendment to the Original Agreement replaces the scope of services for Phase 3 Tasks; approves the Second Amendment Phase 3 Tasks 13 through 21; revises the fee schedule; and the project schedule to implement the revised park master plan.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Second Amendment, all of which are incorporated by reference as if set forth fully herein. This

Second Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.

- B. All references to this "Agreement" in the Original Agreement and this Second Amendment mean and include both the Original Agreement and Second Amendment.
- C. This Second Amendment is effective as of the date the last party approves or executes it, as applicable (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

## **2. ORIGINAL AGREEMENT SECTION 1 – CONSULTANT’S SERVICES**

Section 1 of the Original Agreement is amended in its entirety as follows:

### **1. CONSULTANT’S SERVICES**

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Engineering Services as identified in the Request for Proposal No. 2017-40, Consultant’s proposal submitted October 23, 2017, and this Agreement, as amended.
- B. Following the Effective Date of this Amended Agreement, the Consultant will commence work on the project as provided in the written Notice to Proceed for Phase 3.

## **3. ORIGINAL AGREEMENT SECTION 2.A. – COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES**

Section 2. A. of the Original Agreement is amended in its entirety as follows:

### **2. COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES**

#### **A. COMPENSATION**

- 1. The parties agree that the City has compensated Consultant for all services performed to date under the Original Agreement. The City shall pay Consultant additional compensation for its services as provided in the Amended Attachment B. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Amended Agreement.
- 2. The Consultant certifies, represents, and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement are accurate, complete, and current at the time of entering this Agreement. The original compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the compensation was increased due to inaccurate, incomplete, or non-

current wage rates and other factual unit costs. Consultant's execution of this Agreement is its truth-in-negotiation certification to and acknowledgement of the above, as required by Florida Statutes Section 287.055(5)(a), as may be amended from time to time, as applicable.

3. The City's performance and obligation to pay under this Agreement are contingent upon an appropriation of funds by the City Commission.
4. Only the City Commission can approve increases in compensation under this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to the Consultant. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

**5. ORIGINAL AGREEMENT ATTACHMENT A– SCOPE OF SERVICES - PHASE 3**

Attachment A, of the Original Agreement, as attached, is amended in its entirety.

**6. ORIGINAL AGREEMENT ATTACHMENT B- FEE SCHEDULE**

Attachment B, of the Original Agreement, as attached, is amended in its entirety.

**7. ORIGINAL AGREEMENT ATTACHMENT C- SCHEDULE**

Attachment C of the Original Agreement, as attached, is amended in its entirety.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment as follows.

*(This space intentionally left blank; signature pages follow)*

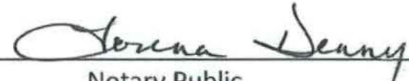
CONSULTANT  
KIMLEY-HORN AND ASSOCIATES, INC.

By:   
\_\_\_\_\_  
JAMES R. PANKONIN  
VICE-PRESIDENT

**SWORN ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3<sup>rd</sup> day of FEBRUARY 2025, by JAMES R. PANKONIN (name), as VICE PRESIDENT (title) for KIMLEY-HORN AND ASSOCIATES, INC. (entity).

  
\_\_\_\_\_  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_



Approved by the City of North Port, Florida on February 25, 2025

CITY OF NORTH PORT, FLORIDA



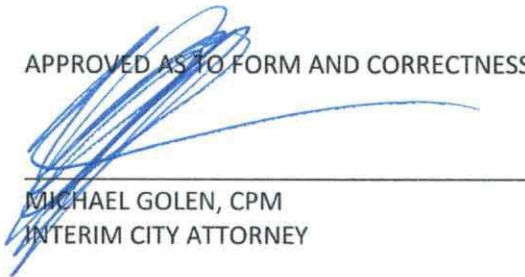
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST



HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS



MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY

**ATTACHMENT A TO CONTRACT NO. 2017-40**

**PHASE 3 SCOPE OF SERVICES**

**PHASE 3** includes the following Tasks:

**SECTION A – PROJECT MANAGEMENT, MEETINGS AND COORDINATION**

- TASK 13 – PROJECT MANAGEMENT
- TASK 14 – MEETINGS AND COORDINATION

**SECTION B – ONSITE IMPROVEMENTS**

- TASK 15 – SITE DEVELOPMENT PLANS
- TASK 16 – CITY REVISION TO FINAL APPROVED PLANS REVIEW APPLICATION
- TASK 17 – SWFWMD INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT MODIFICATION AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) EXTENSION PERMITS
- TASK 18 – ENHANCED LANDSCAPE AND HARDSCAPE DESIGN

**SECTION C – OFFSITE UTILITY IMPROVEMENTS**

- TASK 19 – PRELIMINARY DESIGN

**SECTION D – BIDDING AND CONSTRUCTION MANAGER COORDINATION**

- TASK 20 – BIDDING AND CONSTRUCTION MANAGER COORDINATION

**SECTION E – ARCHITECTURAL IMPROVEMENTS**

- TASK 21 – ARCHITECTURAL SERVICES
  - 21.1 – SCHEMATIC DESIGN PHASE
  - 21.2 – DESIGN DEVELOPMENT PHASE
  - 21.3 – CONSTRUCTION DOCUMENTS PHASE
  - 21.4 – BIDDING AND PERMITTING PHASE
  - 21.5 – CONSTRUCTION ADMINISTRATION PHASE

**OTHER**

- Items and Services Not Included
- Additional Services

<b>SECTION A – PROJECT MANAGEMENT, MEETINGS AND COORDINATION</b>
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**TASK 13 – PROJECT MANAGEMENT**

- A. Consultant will provide a project manager and staff to administer the professional services described in this scope and coordinate work with the Parks and Recreation Department and/or the City's Project Manager. As part of this task, Consultant will:
1. Create, monitor and update project schedule.
  2. Provide monthly invoices and progress reports.
  3. Facilitate and attend meetings with City staff associated with the project including progress reviews, presentation of information, receiving direction and recommending direction. Monthly meetings are anticipated throughout the twelve-month design, permitting and bidding process.
  4. One (1) presentation to the City Commission is anticipated at the Completion of design and Guaranteed Maximum Price (GMP). It is assumed that the City will provide a time certain agenda item for Commission presentation.
- B. Deliverables:
1. Project schedule in PDF format, developed in Microsoft Project.
  2. Progress reports in Microsoft Word / PDF format.
  3. Meeting minutes in Microsoft Word / PDF format.

**TASK 14 – MEETINGS AND COORDINATION**

- A. Consultant will facilitate and attend additional meetings beyond those specified above. Additional meetings are anticipated to include up to six (6) additional meetings with City staff as required, and six (6) conference calls/online meetings for City coordination.
- B. Consultant will facilitate a meeting with City of North Port Utility staff to confirm scope of utility improvements to service the new building and site design.
- B. Deliverables:
- Meeting minutes/summary of coordination meetings in PDF format.

## SECTION B – ONSITE IMPROVEMENTS

### TASK 15 – SITE DEVELOPMENT PLANS

- A. Consultant will prepare one (1) set of revised Site Development Plans, based on the City-approved Phase 1 Master Plan elements and the city direction to remodel the proposed buildings per the Sweet Sparkman concepts presented to the City Commission on September 10, 2024. Site Development Plans will be in accordance with the Southwest Florida Water Management District (SWFWMD) and City of North Port Unified Land Development Code (ULDC) requirements. The plans will address:
1. Horizontal control plan and details;
  2. Best management practices plan and details;
  3. On-site paving, grading and drainage plan and details;
  4. On-site potable water and fire service plan and details;
  5. On-site wastewater collection plan and details;
  6. Conduit plans for wire utilities;
  7. Code minimum landscape plan and details; and
  8. Code minimum lighting plans.
- B. Consultant will prepare a stormwater management system design report and supporting calculations for use with re-submittals to SWFWMD and City of North Port.
- C. Consultant will review and comment on the CMAR's cost estimates and participate in the evaluation of value engineering options as needed.
- D. The Consultant's Mechanical, Electrical and Plumbing (MEP) engineer and fire suppression engineer will provide the required building water service, wastewater service, and fire service line sizes, flows and locations for the project.
- E. Documents prepared under this task will be of sufficient detail for bidding, permit applications, and implementation purposes. Details will describe materials, finishes, systems, equipment, workmanship, quality and performance criteria. These documents will be submitted to the City and for review and at approximately the 60%, 90%, and 100% / Final stages. Comments received at each stage will be incorporated into the subsequent submittal.

### TASK 16 – CITY REVISION TO FINAL APPROVED PLANS REVIEW APPLICATION

- A. Schedule and attend a pre-submittal meeting with Site Development Review (SDR) staff to discuss the proposed project and ensure the Revision to Final Plans application follows the requirements set forth in Ch. 33, Article II of the ULDC, as amended.
- B. Prepare and submit one (1) City of North Port Subdivision revision application along with construction plans and required supporting documentation.
- C. Prepare and submit one (1) City of North Port Urban Design Review application along with required supporting documentation.

- D. Prepare up to two (2) written responses to comments relating to the information prepared and submitted by Consultant for the application and submit to the City of North Port with required supporting documentation.
- E. Attend up to two (2) meetings with the City of North Port staff, to resolve comments generated during the City MAS application review processes.

**TASK 17 – SWFWMD INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT MODIFICATION AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) EXTENSION PERMITS**

- A. Consultant will schedule and attend a pre-application meeting with the SWFWMD to discuss the project and anticipated permitting requirements.
- B. Consultant will prepare and re-submit a SWFWMD Individual Environmental Resource Permit Modification application package consisting of required applications, construction plans, and supporting documentation.
- C. Consultant will respond to up to two (2) sets of review comments, relative to submittal components prepared by Consultant, from the SWFWMD.
- D. Consultant will prepare FDEP extension permits for water and sewer system extensions. The permit submittals will use plans previously prepared for the Warm Mineral Springs renovation project. The permit submittals will be processed through Sarasota County Pollution Control and Sarasota County Department of Health.
- E. Consultant will respond to up to two (2) sets of review comments, relative to submittal components prepared by Consultant, from the FDEP.

**TASK 18 – ENHANCED LANDSCAPE AND HARDSCAPE DESIGN**

- A. Consultant will prepare landscape architectural construction documents based on the approved Master Plan, and reduced budget capacity. Landscape architectural construction documents are anticipated to consist of the following:
  - 1. Hardscape plans based on the revised site plan. Consultant will prepare hardscape plans and related construction documents for the project, and in line with the reduced budget, to include the dimensions, detailing, specifications, and quantities necessary to construct the proposed improvements, limited to:
    - a) Paving treatments: decorative concrete within the sidewalk, courtyard, outdoor café, parking areas, as necessary.
    - b) Site furnishings: specification and layout locations.
    - c) Decorative aluminum fencing around the park and the spring area including gates with manual locks as required.

2. Planting plans for this task will delineate plant material, plant quantities, plant schedules, specifications and project-specific planting details for landscape plantings at renovated building and courtyard areas.
  3. Tree protection, removal, and mitigation plans identifying existing trees to be protected in place, removed, or replaced. Calculation for any trees to be removed or replaced will be provided as required by the City's land development code, as amended.
  4. Landscape irrigation plans for proposed planting areas. Irrigation is anticipated to incorporate existing irrigation mainline and controllers. Additional equipment to provide 100% irrigation coverage will be identified in the plans.
  5. Enlargement plans for key design components.
  6. Detail sheets for key components.
  7. Detail sheets for key components including shade structures and custom furnishings.
- C. Documents prepared under this task will be of sufficient detail for bidding, permit applications, and implementation purposes. Details will describe materials, finishes, systems, equipment, workmanship, quality and performance criteria. These documents will be submitted to the City and for review and at approximately the 30%, 60%, 90%, and 100% / Final stages. Comments received at each stage will be incorporated into the subsequent submittal.

## SECTION C – OFFSITE UTILITY IMPROVEMENTS

### TASK 19 – PRELIMINARY DESIGN

It is anticipated that Consultant will meet with City of North Port Utility staff to review requirements for service based on the revised plan. The intent will be to reduce the scope of water and sewer utility infrastructure required to support the proposed facility. A reduction in infrastructure may require an updated design. If a reduction in utility scope is agreed to then a scope will be developed for that work. A contingency fee has been added for the cost of utility infrastructure revised plans and permitting.

#### A. Task Description

1. Scope of services will be provided as an amendment based upon coordination with the City of North Port Utilities Department upon determination of final utility routing.

<b>SECTION D – BIDDING AND CONSTRUCTION MANAGER COORDINATION</b>
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**TASK 20 – BIDDING AND CONSTRUCTION MANAGER COORDINATION**

- A. This TASK consists of the scope of services necessary to coordinate with the CMAR and prepare the PROJECT for competitive bidding by construction subcontractors, and answer questions / clarifications during that process. It is understood that the selected CMaR will prepare the necessary bid manual and bid forms for use in project bidding by the subcontractors. The CMaR shall provide the City and Kimley-Horn subcontractor pricing and all associated backup information for review.
1. Kimley-Horn will participate in one (1) pre-bid meeting with the selected CMaR and potential bidders to review the project.
  2. Kimley-Horn will reply to requests for information (RFI) from the subconsultants as coordinated through the CMaR.
  3. Kimley-Horn will attend up to six (6) coordination meetings with the CMaR and City.
  4. Kimley-Horn will coordinate with the CMaR on the review of cost estimates prepared for the project and provide feedback and clarifications as appropriate.
  5. Kimley-Horn will coordinate with the CM for the development and review of project Assumptions and Clarifications in development of the Guaranteed maximum Price (GMP).
  6. Kimley-Horn will coordinate with the CMaR for the review of proposed alternates and substitutions provided as part of the bidding process.
  7. Kimley-Horn will attend the GMP negotiation meeting with CMaR and City.

## SECTION E – ARCHITECTURAL IMPROVEMENTS

### TASK 21 – ARCHITECTURAL SERVICES

Consultant will retain the services of Sweet-Sparkman Architects, Inc. (“SSAI”, “Subconsultant”) to provide the scope of services outlined in this task. Consultant will ensure that any contract or agreement it has with Subconsultant is clear and provides the following project understanding and scope of services for this Task.

#### A. Architectural Project Understanding

1. The Warm Mineral Springs Park is owned by the City of North Port (the “Owner”). Consultant holds the Prime Agreement for professional design services with the City of North Port.
2. Consultant and Subconsultant have previously completed a Master Plan dated April 9, 2019, for the Warm Mineral Springs Park.
3. This agreement includes professional design services for the Historic Renovation components which include:
  - a. Building A: Entry / Admission Building (3,400sf)
  - b. Building B: Open structure and Restrooms (6,000sf)
  - c. Building C: Cyclorama (4,500sf)
  - d. Replacement of existing Trellis structure
  - e. Coordinate site improvements around the existing buildings with Landscape Architecture and Civil.
4. The City of North Port has designated the above-referenced buildings as Historic Buildings through the National Register of Historic Places. SSAI understands that the Owner intends for the buildings to maintain their historic designation after the renovations are completed.
5. Building permitting will be submitted to the City of North Port Building Division.
6. SSAI’s understanding of the building renovation scope is as follows. The scope is based on the renovation concept plans reviewed and approved at the 9/10/24 City Commission meeting that are included.
  - a. General Building Scope
    - i. Removal and replacement of all existing roofing, and repair/replacement of existing sheathing and roof structure.
    - ii. Repairs and selective replacement of existing ceramic-faced masonry – both cosmetic and structural.
    - iii. Replacement of existing steel beams and columns where required.
    - iv. Provide new Trellis connector structure using aluminum wide-flange and tube shapes to replicate the historic steel and wood trellis structure.
    - v. All Buildings are intended to be fire sprinkled.

- b. Building A: Historic Entry / Admission Building
  - i. Floor plan as depicted in concept plans.
  - ii. Replace all existing storefront door/window systems with new impact-resistant glazed storefront. Structural modification to existing walls will likely be required to ensure proper storefront attachment.
  - iii. New and modified structural openings in the interior corridor as required for new floor plans.
  - iv. Removal and replacement of all plumbing, electrical, data and fire alarm systems, including under-slab plumbing. The new plumbing design will attempt to reuse the current plumbing repairs that are being undertaken by Owner, to the greatest extent possible.
  - v. New mechanical systems, ducting and distribution, and air conditioning.
  - vi. New finishes and fixtures throughout the building.
  - vii. This building will include wet floodproofing.
- c. Building B: Open structure and Restrooms
  - i. Significant reconfiguration of the floor plan as depicted in the concept plans.
  - ii. Selective demolition plans.
  - iii. Complete new plumbing systems, finishes, and fixtures to create 8 new individual restrooms.
- d. Building C: Cyclorama
  - i. This building will include a scope for Mothballing to preserve the current conditions until additional funding can be provided. This will involve securing the building from unnecessary entry, providing adequate ventilation to the interior, and modifying the existing utilities.
    - 1. We have provided an optional add service for a Museum Collections Consultant (Laura Nemmers) to provide a detailed collections assessment and assistance with preparing the Cyclorama collection to be moved to an appropriate off-site storage location provided by the City.
- e. Site Improvements
  - i. SSAI will coordinate with KH on the design of site and landscape features in areas immediately surrounding the building.

7. Construction Administration (CA) services are based on a 16-month construction duration.

Based on our understanding of the project, SSAI proposes to provide professional design services as described in the following phases. Each phase shall be approved by the Client in writing prior to beginning the next phase of work. SSAI's services include the following engineering consultant services:

- A. Structural Engineering – Snell Engineering
- B. Mechanical, Electrical, Plumbing & Fire Protection Engineering (MEPFP) – Crawford Williams Engineering
- C. Historic Preservation Consultant: Lorrie Muldowney
- D. Museum Collections Consultant: Laura Nemmers

### **21.1 – SCHEMATIC DESIGN PHASE**

- A. SSAI shall review the program and other information furnished by the Owner and shall review codes and regulations applicable to SSAI's services.
- B. Based on the Project's requirements agreed upon with the Owner, SSAI shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.
- C. Based on the Owner's approval of the preliminary design, SSAI shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, section and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary narrative selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- D. SSAI shall submit the Schematic Design Documents to the Owner and request the Owner's approval.
- E. SSAI understands that the Owner will engage the services of a Contractor or Construction Estimator to provide an estimate of the Cost of the Work. [SSAI can prepare this estimate as an Additional Service, if requested.]
- F. The Schematic Design Phase includes up to 4 meetings with the Owner.

### **21.2 – DESIGN DEVELOPMENT PHASE**

- A. Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSAI shall prepare Design Development Documents for the Owner's approval.
- B. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- C. SSAI shall submit the Design Development Documents to the Owner and request the Owner's approval.
- D. SSAI understands that the Owner will engage the services of a CMaR to provide an updated estimate of the Cost of the Work based on the Design Development Documents.
- E. The Design Development Phase includes up to 4 meetings with the Owner.

### **21.3 – CONSTRUCTION DOCUMENTS PHASE**

- A. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSAI shall prepare Construction Documents for the Owner's approval.
- B. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail

the quality levels of materials and systems and other requirements for the construction of the work, in a manner consistent with locally accepted standards for professional skill and care.

- C. SSAI shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- D. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSAI shall prepare Construction Documents for the Owner's approval.
- E. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work, in a manner consistent with locally accepted standards for professional skill and care.
- F. SSAI shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

#### **21.4 – BIDDING AND PERMITTING PHASE**

- A. Submit to Contractor for submission to applicable agencies for permit processing.
- B. Answer review questions required by permitting agencies and CMaR. Assembly of addenda material and information as may be required to clarify issues.
- C. Assist the Owner and CMaR in bid evaluation, as requested.

#### **21.5 – CONSTRUCTION ADMINISTRATION PHASE**

- A. Construction Administration services assume a total of 16 months of construction, as described in the Project Understanding section. Additional Construction Administration services can be provided as an Additional Service.
- B. Bi-monthly (two per month) site visits during construction to determine, in general, if the work observed is being performed in a manner that, when completed, will be in accordance with the contract documents. Agreement includes a total of (30) site visits during construction. Additional requested site visits will be billed as Additional Services.
- C. Review and respond to CMaR requests for information (RFIs) and Submittals during construction.
- D. Review CMaR Certificates for Payment.
- E. At Project Completion, review Punch List prepared by CMaR and issue Certificate of Substantial Completion when appropriate.
- F. Certify a final Certificate for Payment based upon a final site visit indicating the work complies with the requirements of the contract documents.

<b>OTHER</b>
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**Items and Services Not Included**

Any other services, including but not limited to the following, are not included in this agreement (see also Information Provided by Owner below).

- A. Plan Review or Permit Fees
- B. Hazardous Materials and Toxic Waste Services

**Additional Services**

Any services not specifically provided for in the above scope of services will be considered additional services to be performed at Consultant's hourly rate at the time of performance or for a pre-negotiated lump sum fee. Additional services we can provide include, but are not limited to, the following:

- A. Geotechnical services.
- B. Environmental services.
- C. Surveying services.
- D. Civil Engineering or Landscape Design services beyond those specified.
- E. Significant changes or modifications to the design after Owner approval of design phase.
- F. Interior Design services not otherwise expressly indicated in Scope of Services
- G. Furniture selections and procurement
- H. LEED consulting and certification services
- I. 3D physical presentation model
- J. Project renderings (additional to what may be included in Scope of Services)
- K. Construction Administration services beyond 16 months.

**Information Provided by the City**

Consultant shall rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City will provide all items and information requested by Consultant during the project, including but not limited to the following:

- A. Copies of all available information pertinent to Consultant's services on the project.
- B. All permit fees and review fees.
- C. All reports related to the site, including but not limited to, Due Diligence, Title Report, Historical Resource Surveys, and Site Inspection/Investigations.
- D. Copies of all known agreements, resolutions and ordinances pertaining to the subject property.
- E. Copy of site plan or other files in ACAD format as available.
- F. The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements.
- G. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project.
- H. SSAI shall be entitled to rely on the accuracy and completeness of the Owner's information.

- I. The Owner shall furnish consulting services not provided by SSAI, but required for the Project, including but not limited to
  - a. Current (within 6 months) survey by a Florida licensed surveyor, in both PDF and DWG format, which shall include property boundaries, topography, utilities and wetlands information
  - b. Geotechnical engineering
  - c. Environmental testing services
- J. The Owner shall employ a CMaR, experienced in the type of Project to be constructed, to perform the construction of the Work and to provide price information.

**ATTACHMENT B TO CONTRACT NO. 2017-40**

**FEE SCHEDULE**

**Fee and Expenses**

Consultant will perform the services described in Task 13-23 in the Scope of Services for the fees listed below. Individual task amounts are for informational purposes only.

The fees below include consideration for all expenses, including but not limited to in-house duplicating, plotting and printing, local mileage, telephone calls, facsimiles, postage, and word processing computer time. All permitting, application, and similar project fees will be paid directly by the City. Consultant will not bill for, and the City will not be responsible for reimbursing, any such expenses.

Unless a task is identified as Not-to-Exceed, Consultant must invoice lump sum fees monthly, per task, based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Lump sum fees will be billed monthly on a percentage of completion basis. Payment will be due within 45 days of the City's receipt of the invoice.

The Not-to-Exceed amount ("NTE"), as identified in the below table, is the upper limit of the task and the City will be billed up to and not exceeding the listed amount.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
	<b>SECTION A – PROJECT MANAGEMENT, MEETINGS AND COORDINATION</b>	
13	PROJECT MANAGEMENT	\$28,400
14	MEETINGS AND COORDINATION	\$21,800
	<b>PROJECT MANAGEMENT, MEETINGS AND COORDINATION - SUBTOTAL</b>	<b>\$50,200</b>
	<b>SECTION B – ONSITE IMPROVEMENTS</b>	
15	SITE DEVELOPMENT PLANS	\$80,000
16	CITY REVISION TO FINAL APPROVED PLANS REVIEW APPLICATION	\$24,500
17	SWFWMD INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT MODIFICATION AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) EXTENSION PERMITS	\$13,000
18	ENHANCED LANDSCAPE AND HARDSCAPE DESIGN	\$37,000
	<b>ONSITE IMPROVEMENTS – SUBTOTAL</b>	<b>\$154,500</b>
	<b>SECTION C – OFFSITE UTILITY IMPROVEMENTS</b>	
19	<b>OFFSITE UTILITY IMPROVEMENTS - SUBTOTAL</b>	<b>\$35,000 (CONTINGENCY FEE)</b>
	<b>SECTION D – BIDDING AND CONSTRUCTION MANAGER COORDINATION</b>	

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
20	BIDDING AND CONSTRUCTION MANAGER COORDINATION	\$15,000
	<b>BIDDING AND CONSTRUCTION MANAGER COORDINATION - SUBTOTAL</b>	<b>\$15,000</b>
	<b>SECTION E – ARCHITECTURAL SERVICES</b>	
21.1	SCHEMATIC DESIGN	\$79,073
21.2	DESIGN DEVELOPMENT	\$131,788
21.3	CONSTRUCTION DOCUMENTS	\$158,145
21.4	BIDDING AND PERMITTING	\$15,815
21.5	CONSTRUCTION ADMINISTRATION	\$142,331
<b>21</b>	<b>ARCHITECTURAL SERVICES - SUBTOTAL</b>	<b>\$527,152</b>
	<b>GRAND TOTAL INCLUDING OPTIONAL SERVICES</b>	<b>\$781,852</b>

**ATTACHMENT C TO CONTRACT NO. 2017-40**

**SCHEDULE**

Consultant must provide services as expeditiously as practicable based on a mutually agreed upon schedule. Tasks 13 through 21 are estimated to be completed within 910 days from Notice to Proceed.

**THIRD AMENDMENT TO AGREEMENT NO. 2017-40 FOR PROFESSIONAL DESIGN  
& ENGINEERING SERVICES FOR WARM MINERAL SPRINGS PARK MASTER PLAN**

This *Third Amendment to Agreement No. 2017-40* for Professional Design & Engineering Services for the Warm Mineral Springs Park Master Plan (“Third Amendment”) is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida whose address is 4970 City Hall Boulevard, North Port, Florida 34386 (“City”) and Kimley-Horn and Associates, Inc., a Foreign Profit Corporation registered to do business in the State of Florida, whose address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 (“Consultant”).

**WHEREAS**, on or around April 5, 2018, the parties entered into Agreement No. 2017-40 for Professional Design & Engineering Services for the Warm Mineral Springs Park Master Plan (the “Original Agreement”); and

**WHEREAS**, the Original Agreement includes Attachment A, which identifies the overall Scope of Services, divided into Phase 1 (Tasks 1 through 9) and Phase 2 (Future Tasks 10 through 12); and

**WHEREAS**, on October 10, 2017, the City issued Addendum No. 1 adding Phase 3, Tasks 13 through 30 for the Request for Proposal No. 2017-40 (the “RFP”), related to the Original Agreement, stating that RFP No. 2017-40 was issued combining the master plan and design services with the intent to award to one consultant in phases; and

**WHEREAS**, on or around February 26, 2020, the Original Agreement was amended to include the additional new tasks to develop construction and permitting documents for the implementation of the completed Phase 1 of the Original Agreement; and

**WHEREAS**, on July 24, 2019, the city delivered final payment to Consultant for its completion of Phase 1, Tasks 1-9, as included in the Scope of Services for the Original Agreement; and

**WHEREAS**, on June 6, 2022, the Consultant completed Phase 2 (Tasks 10 through 12); and

**WHEREAS**, on September 10, 2024, City Commission approved revisions to the park master plan and design; and

**WHEREAS**, on February 15, 2025, City Commission approved the Second Amendment to the Original Agreement replacing the scope of services for Phase 3, Tasks 13 through 21; revising the fee schedule; revising the project schedule, and other related revisions to implement the revised park master plan; and

**WHEREAS**, this Third Amendment to the Original Agreement amends the scope of services to incorporate an additional Phase 1, Tasks 1 through 10 for the Legacy Trail Connection, and revising the fee schedule and the project schedule to implement the trail connection.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Third Amendment, all of which are incorporated by reference as if set forth fully herein. This Third Amendment modifies sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this "Agreement" in the Original Agreement and this Third Amendment agreement mean and include both the Original Agreement and the Third Amendment.
- C. This Third Amendment is effective as of the date the last party approves or executes it, as applicable (the "Effective Date"), shall continue as otherwise provided in the Original Agreement.

**2. ORIGINAL AGREEMENT SECTION 1 – CONSULTANT’S SERVICES**

Section 1 of the Original Agreement is amended in its entirety as follows:

**1. CONSULTANT’S SERVICES**

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Engineering Services as identified in the Request for Proposal No. 2017-40 and Consultant’s proposal submitted October 23, 2017, and this Agreement, as amended.
- B. Following the Effective Date of this Amended Agreement, the Consultant will commence work on the project as provided in the written Notice to Proceed for Phase 1 Tasks 1 through 10 for the Legacy Trail Connection.

**3. ORIGINAL AGREEMENT ATTACHMENT A – SCOPE OF SERVICES – PHASE 1**

Attachment A, of the Original Agreement, as attached, is amended to add Phase I, Tasks 1 through 10 for the Legacy Trail Connection.

**4. ORIGINAL AGREEMENT ATTACHMENT B – FEE SCHEDULE**

Attachment B, of the Original Agreement, as attached, is amended to add the Fee Schedule for the Legacy Trail Connection.

**5. ORIGINAL AGREEMENT ATTACHMENT C – SCHEDULE**

Attachment C of the Original Agreement, as attached, is amended to add the project Schedule for the Legacy Trail Connection.

**IN WITNESS WHEREOF**, the parties have executed this Third Amendment as follows.

*(This space intentionally left blank; signature pages follow)*

CONSULTANT  
KIMLEY-HORN AND ASSOCIATES, INC.

By:   
JAMES R. PANKONIN  
VICE-PRESIDENT

SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online  
notarization, this 18<sup>th</sup> day of MARCH 20, by JAMES R. PANKONIN.

  
Notary Public - State of Florida

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_




Third Amendment to Agreement No. 2017-40  
Professional Design & Engineering Services for the Warm Mineral Springs Master Plan

APPROVED by the City Commission for the City of North Port, Florida on April 8, 2025.


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

  
MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY

ATTACHMENT A TO THIRD AMENDMENT TO CONTRACT NO. 2017-40

ADDITIONAL PHASE 1 SCOPE OF SERVICES

PROJECT UNDERSTANDING

The CITY of North Port, henceforth termed "CITY" has requested Kimley-Horn and Associates, Inc., henceforth termed "CONSULTANT" provide the following services related to the extension of the existing North Port Connector trail:

1. Segment 1: Produce construction plans and documents for a 12' wide paved trail from the terminus of the existing trail at W. Price Blvd. extending approximately 5900' south to Durango Ave. This scope of services is subject to the trail following the alignment depicted below in green.
2. Segment 2: Produce construction plans and documents for a 12' wide paved trail from the terminus of Segment 1 extending approximately 3600' into the proposed parking lot at Warm Mineral Springs Park (by others). This scope of services is subject to the trail following the alignment depicted below in red.



3. Provide engineering design and permitting services for a proposed trailhead facility at the terminus of the trail extension at Warm Mineral Springs Park.

Further detail regarding the above services is detailed in Section A through Section D of this document.

## SECTION A – PROJECT GENERAL

### TASK 1.0 – PROJECT MANAGEMENT, MEETINGS & COORDINATION

The CONSULTANT shall provide the following services for Project Management, Meetings, Coordination and CITY of North Port permitting effort during the assumed design phase of 14 months for the project:

1. Project Management and subconsultant coordination
2. Meeting tasks to consist of the following:
  - a. One (1) Kickoff Meeting
  - b. Up to five (5) phase review meetings with CITY Staff for plans review
  - c. Up to seven (7) bi-monthly Project Coordination meetings
  - d. Up to one (1) pre-application meeting with SWFWMD
3. Project setup, scheduling, status reports, budgeting, and invoicing
4. Quality Assurance and Quality Control
5. Coordination with other adjacent projects
6. Coordination with subconsultants
7. Coordination with external agencies

## SECTION B – TRAIL DESIGN

### TASK 2.0 – TRAIL DESIGN

#### 2.1 – SEGMENT 1 DESIGN SERVICES

Segment 1 extends from the existing terminus of the North Port Connector Trail at W. Price Blvd. approximately 5900 LF south to Durango Ave. This segment was initially designed to the 90% phase by the CONSULTANT. The associated scope of services for this segment assumes that the trail alignment and profile will remain unchanged from the 90% phase submittal that was previously submitted to Sarasota County. The intent is to bring the previously produced plans for this segment from the 90% level of completeness to final plans. Due to efforts previously expended on this section of the trail, a reduced amount of effort will be required to complete the Segment 1 plan set.

The CONSULTANT will submit progress plans to the CITY for review at the 90% and 100% phase reviews. An Engineer's Estimate of Probable Construction Costs will be submitted at each phase review. Specifications will be submitted for review at the 100% submittal. A CITY of North Port Infrastructure Permit will be obtained as a part of this task.

Trail Plans will consist of the following sheets:

- a. Key Sheet
- b. Signature Sheet
- c. Summary of Pay Items
- d. Drainage Map
- e. Typical Section
- f. Summary of Drainage Structures
- g. Project Layout & Control
- h. General notes
- i. Plan & Profile Sheets
- j. Drainage Structures
- k. Cross Sections
- l. Soil Survey

#### Deliverables

Plans will be formatted for 11"x17" printing at a scale of 1" = 40'. Electronic (PDF format) Progress plans will be submitted to the CITY at the 90% and 100% review phases.

#### **2.2 – SEGMENT 2 DESIGN SERVICES**

Segment 2 extends from the terminus of Segment 1 at Durango Ave. W. approximately 1800 LF south to Trionfo Ave. The trail then turns west along Trionfo Ave. where it extends approximately 1800 LF west until it terminates at Warm Mineral Springs Park. No initial design or plans production has been conducted for this segment of the trail. It is anticipated that a single span bridge will be required to cross and existing waterway along Trionfo Ave.

The CONSULTANT will submit progress plans to the CITY for review at the 30%, 60%, 90%, and 100% phase reviews. An Engineer's Estimate of Probable Construction Costs will be submitted at each phase review. Specifications will be submitted for review at the 100% submittal. A CITY of North Port Infrastructure Permit will be obtained as a part of this task.

Trail Plans will consist of the following sheets:

- a. Key Sheet
- b. Signature Sheet
- c. Summary of Pay Items
- d. Drainage Map
- e. Typical Section
- f. Summary of Drainage Structures
- g. Project Layout & Control
- h. General notes
- i. Plan & Profile Sheets
- j. Drainage Structures

- k. Cross Sections
- l. Soil Survey
- m. Structure Plans

#### Deliverables

Plans will be formatted for 11"x17" printing at a scale of 1" = 40'. Electronic (PDF format) Progress plans will be submitted to the CITY at the 60%, 90% and 100% review phases.

<b>SECTION C – DRAINAGE DESIGN</b>
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#### **TASK 3.0 – DRAINAGE DESIGN**

The CONSULTANT shall apply value engineering principles to various alternative combinations of pipes, flood plain, ponds, and open ditch drainage along the Trail corridor with special consideration of permit requirements. The CONSULTANT shall analyze and document drainage tasks in accordance with all applicable standards as specified below. The CONSULTANT shall be responsible for designing a complete drainage and stormwater management system to satisfy treatment and attenuation of surface water runoff requirements.

All design work shall comply with the requirements of the appropriate regulatory agencies and the CITY of North Port Unified Land Development Code (ULDC). The CONSULTANT shall meet with CITY stormwater staff prior to commencing stormwater design to go over requirements and basin models.

#### **3.1 – STORMWATER MODELING**

This will require an update to the Lower Myakka Interconnected Pond and Pond Routing (ICPR) model prepared for NPC Segment 1. Any additional stormwater modeling effort will be considered additional services.

#### **3.2 – ICPR MODELING**

The CITY of North Port ULDC requirements for stormwater facilities requires submitting a Stormwater Management Plan for review, comment, and approval. This plan shall be signed and sealed by a Florida registered civil engineer. Stormwater management design should consider multi-functional stormwater management facilities whenever possible; such facilities could include stormwater management, habitat creation, recreational opportunities, and aesthetic functions. The designs shall be based on a 100-year, 24-hour storm and the level of service criteria given in the ULDC Chapter 18, Section 18-10. The stormwater management

system shall also be designed in accordance with Southwest Florida Water Management District (SWFWMD) criteria and modified as necessary to comply with CITY stormwater management regulations. Compile drainage design documentation into a stormwater engineering report. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report, if deemed applicable.

CONSULTANT will prepare existing condition models (ECM), revised existing condition models (RECM), and proposed condition models (PCM) following guidelines established in the CITY's ULDC. CONSULTANT will model the following storm events: 2.33 year/24-hour, 10-year/24-hour, 25 year/24-hour, and 100 year/24-hour. In addition, the 50-year/24-hour storm event will be modeled for PCM only to assist in bridge design. To complete this task:

- 3.2.1** CONSULTANT will obtain the following basin models for use in this task: Lower Myakka River, and Big Slough. CONSULTANT anticipates Lower Myakka River (referred to throughout the scope as the models) will be ICPR version 4 models. CONSULTANT anticipates that the Big Slough model will be a CHAN model. If the most recent version of a model is not available on the CITY's FTP site, the CITY will provide the model to the CONSULTANT. In the event additional modeling is required it will be requested as an additional service.
- 3.2.2** CONSULTANT will update the model to include surveyed information for culvert and bridge crossings. The initial conditions will be updated as needed. No updates to catchment boundaries, hydrology, stage-area, topographic voids, or overland weirs are anticipated as part of these model updates. For portions of the trail within the Big Slough model, CONSULTANT will incorporate the Big Slough catchments that overlap the trail and the associated links and nodes into the Lower Myakka River model. CONSULTANT will incorporate Big Slough links connecting to the east as boundary flows within the Lower Myakka River model. The updated models will be considered the RECM for the Project.
- 3.2.3** CONSULTANT will create a PCM by incorporating the proposed Trail into the RECM by updating the curve number of each basin containing any portion of the Trail. Any proposed changes to culvert and bridge crossings will be incorporated into the model. Any resulting changes to initial conditions will be updated accordingly. Stage-area will only be adjusted for the proposed Trail if the 100-year, 24-hour floodplain covers the proposed Trail location. No changes to the basin boundaries, time of concentration, or overland weirs are anticipated.
- 3.2.4** CONSULTANT will update the PCM to reduce or remove stage increases on offsite surrounding parcels through modifications to structures or through the incorporation of storage features.

### **3.3 – PERMITTING SERVICES**

- 3.3.1** CONSULTANT will provide permitting services. For the purposes of this scope, one (1) Environmental Resource Permit (ERP) application through SWFWMD is included.
- 3.3.2** CONSULTANT will prepare one (1) ERP applications for the Project.
- 3.3.3** CONSULTANT will prepare two (2) drainage reports, one (1) revised report for NPC Segment 1 and one (1) new report for the NPC Segment 2.
- 3.3.4** CONSULTANT will attend one (1) pre-application meeting with SWFWMD.
- 3.3.5** CONSULTANT will submit the application and respond to up to two additional RAIs.

### **3.4 – BRIDGE HYDRAULIC ANALYSIS**

- 3.4.1** CONSULTANT will visit the site of the Myakka River tributary bridge crossing. For the purposes of this scope, only one bridge hydraulics analysis is included.
- 3.4.2** CONSULTANT will calculate hydrology, hydraulics, deck drainage, scour, and appropriate counter measures at the bridge crossing location.
- 3.4.3** CONSULTANT will prepare a Bridge Hydraulic Report for the bridge crossing. The CONSULTANT shall coordinate with the appropriate permitting agencies and the CITY's staff. All activities and submittals should be coordinated through the CITY's Staff.

<b>SECTION D – STRUCTURAL DESIGN</b>
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#### **TASK 4.0 – STRUCTURAL DESIGN**

The CONSULTANT shall prepare a Bridge Design Report Memorandum evaluating the two bridge alternatives for the crossing located north of Trionfo Ave within the NPC trail rather than a detailed Bridge Development Report. The report will determine whether the bridge crossing will be prefabricated or conventional. After determination of the recommended bridge alternative final design plans will be provided. Included in the Bridge Design Report Memorandum will be 30% Plans for the recommended alternative.

The bridges will be designed following LRFD Guide Specifications for the Design of Pedestrian Bridges, 2nd Edition, including revisions up to the date of this signed scope. Design loading will include a uniform pedestrian loading of 90 psf and patterned to produce the maximum

load effects. Vehicle loads will take into consideration the width of the pedestrian access, where bridges over 10ft wide will require H10 loading minimum. Consideration should be given to accommodating a single unit design vehicle for emergency purposes consistent with CITY's emergency fleet.

#### **4.1 – BRIDGE DESIGN MEMORANDUM**

1. CONSULTANT will obtain and review provided site related project information.
2. CONSULTANT will conduct one field review.
3. CONSULTANT will meet with CITY to determine matrix used for evaluation of Bridge Alternatives.
4. CONSULTANT will analyze two bridge alternatives, based on evaluation matrix to determine the recommended alternative for providing connectivity along the route. The following is included in the alternatives analysis:
  - a. Review hydraulic analysis
  - b. Determine minimum horizontal and vertical clearances
  - c. Determine bridge typical section
  - d. Obtain estimated costs for Prefabricated Bridge
  - e. Produce opinion of probable construction costs for conventional bridge
5. CONSULTANT will provide memorandum detailing the analysis of the bridge alternatives. Included in the memorandum is 30% design level plans (as detailed if the FDOT FDM section 121) for the recommended alternative.

#### **4.2 – FINAL DESIGN – BRIDGE**

1. Bridge Structural Calculations
  - a. In this task Kimley-Horn will produce bridge structural calculations utilizing letter size format. One PDF document will be submitted to the CLIENT at 60%, 90% and 100% submittals. One signed and sealed PDF document will be submitted to the CLIENT for their records at the Final submittal. Bridge structural calculations will be in accordance with the documents referenced in the project description. Bridge design effort included in this task is assumed to be for the foundations of a prefabricated structure. Any additional effort will be additional services.
2. Bridge Structural Contract Plans
  - a. In this task CONSULTANT will produce Bridge Structural Contract Plans utilizing 11"x 17" CADD format for Contract Plan sheets. Structural plans will be in MicroStation format. One PDF document will be submitted the CLIENT at 60%, 90% and 100% submittals. One signed and sealed PDF document will be submitted to the CLIENT at the Final submittal. Bridge Structural Contract Plans will be in accordance with the documents referenced in the project

description. Effort associated with plan production for a prefabricated bridge structure is included in this task. Any additional effort associated with a full bridge design will be additional services.

3. Quantities and Probable Opinion of Construction Cost

- a. In this task the CONSULTANT will provide the estimated bridge structural quantities based on the Contract Documents to the CLIENT. Contract Pay Items will be in accordance with FDOT Standard Pay Items. Utilizing FDOT Historic Cost, a Preliminary Opinion of Probable of Construction Cost (OPC) will be prepared and submitted to the CLIENT at 90% and Final submittals.

**4.3 – FINAL DESIGN –RETAINING WALLS**

1. CONSULTANT will design retaining walls required for the support of the pedestrian bridge. This scope assumes two sets of retaining walls, one set on each side of the bridge crossing, with approximate lengths of 100 ft.
  - a. In this task Kimley-Horn will produce bridge structural calculations utilizing letter size format. One PDF document will be submitted to the CLIENT at 60%, 90% and 100% submittals. One signed and sealed PDF document will be submitted to the CLIENT for their records at the Final submittal. Bridge structural calculations will be in accordance with the documents referenced in the project description.

<b>SECTION E – TRAILHEAD</b>
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**TASK 5.0 – TRAILHEAD DESIGN**

Task Understanding

1. It is anticipated that the Trailhead building, associated parking, and access will be within the current Warm Mineral Springs Park site area. This scope assumes that the site will include a small structure (under 1,000 sf), include no more than 20 parking spaces, and be no more than one acre in area.
2. The project site is the subject of previous design work performed by CONSULTANT. This scope of services assumes that the previous work can be utilized to prepare plans and documents for this project.
3. The project site is part of an existing Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP). This scope anticipates that the

Trailhead site is within the limits of the existing ERP limits. The current ERP will be modified as part of this work. It is assumed that stormwater management will be provided onsite within the proposed stormwater system for the Warm Mineral Springs Park improvements.

4. This scope assumes that water and sewer service will come from utility infrastructure constructed as part of the Warm Mineral Springs Park improvements. It is anticipated that the Trailhead facility will be located close enough to the Warm Mineral Springs Park infrastructure that no utility main infrastructure will need to be extended and that the Trailhead can be served by standard service connections with no pumping required.
5. The necessary entitlements will be in place to permit a Revision to an Approved Plan submission to the CITY of North Port.
6. The project will be designed, permitted, and constructed in a single development phase. Phasing of the project will be an additional service.
7. Roadway extensions or modifications (including turn lanes) are not included.
8. Completion and submittal of National Pollutant Discharge Elimination System (NPDES) permit and monitoring reports are not included in this Scope of Service and is the responsibility of the Contractor at time of construction.

#### **5.1 – ENGINEERING DESIGN**

CONSULTANT will perform the following engineering design services as part of this Task:

##### **A. Public Utilities**

1. Prepare utility demand and hydraulic calculations for the potable water and wastewater systems.
2. This analysis only includes on-site improvements. Calculations or design of off-site improvements is not included and will be an additional service.

##### **B. Stormwater Management**

1. Prepare stormwater management system design report and supporting calculations. It is assumed that the stormwater management design will be analyzed with a local model created in the Interconnected Pond Routing (ICPR), Version 4 software. This does not include incorporation into a larger watershed model or off-site improvements beyond the limits of the project.

2. CONSULTANT will design and prepare drainage calculations for the stormwater management system for the project and prepare a drainage plan depicting the stormwater collection system.
3. Prepare floodplain impact and compensation calculations.

The following services are not included as part of this Task and will require an additional service:

- Off-site utility design, including calculations for systems before the points of connection.
- Booster pump design.
- Incorporation of the project into a larger watershed model for analysis

## 5.2 – CONSTRUCTION PLANS

CONSULTANT will prepare construction plans from a layout agreed upon by the Client. These plans will include the following sheets/information:

- A. Cover Sheet.
- B. Construction Notes/Details.
- C. Existing Conditions Plan.
- D. Erosion Control / Best Management Practices (BMP) Plan.
- E. Site Plan.
- F. Grading Plan.
- G. Utility Plan.
- H. Landscape Plan (Code Minimum).
- I. Irrigation Plan (Code Minimum).

The following services are not included as part of this Task and will require an additional service:

- Plans for off-site utility improvements.
- Plans for off-site stormwater improvements.
- Revisions to the plans after a layout is agreed upon by the Client.
- Enhanced hardscape and landscape design.

## 5.3 – PERMITTING

CONSULTANT will perform the following permitting activities as part of this Task:

### A. CITY of North Port

1. Prepare and submit one Modification to and Approved Plan application along with construction plans and required supporting documentation.
2. Prepare up to two (2) sets of written responses to reasonable comments relating to the information prepared and submitted.

### B. Southwest Florida Water Management District (SWFWMD)

1. Prepare and submit a Modification to an ERP application to the SWFWMD for the stormwater management system serving the site. The application package will consist of required applications, construction plans, and supporting documentation.
  2. Respond to up to two (2) sets of reasonable review comments, relative to submittal components prepared by CONSULTANT, from the SWFWMD
- C. Florida Department of Environmental Protection (FDEP) / Florida Department of Health (FDOH)
1. Prepare and submit a FDEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System application package consisting of application, construction plans and supporting documentation, if required.
  2. Respond to up to two (2) sets of reasonable review comments, relative to submittal components prepared by CONSULTANT, from the FDEP, if required.
  3. Prepare and submit a FDEP Notice of Intent to use the General Permit for Construction of Water Main Extensions for PWSs application package consisting of application, construction plans and supporting documentation, if required for a fire main.
  4. Respond to up to two (2) sets of reasonable review comments, relative to submittal components prepared by CONSULTANT, if required.

## SECTION F – ENVIRONMENTAL

### TASK 6.0 – ENVIRONMENTAL SERVICES

#### **Environmental Permits, Compliance and Clearances**

CONSULTANT will participate in team planning and coordination efforts to assist Client and Project Team with planning and permitting strategies for the anticipated regulatory agencies, including the Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP) or US Army Corps of Engineers (USACE), Sarasota County Parks Recreation and Natural Resources (management entity for the Deer Prairie Creek Preserve) and the CITY of North Port (CONP). As part of the engineering coordination effort, CONSULTANT will provide recommendations for trail alignment and design regarding wetland and listed species impacts and avoidance and minimization measures to streamline permitting where feasible. Team coordination efforts may include team meetings, conference calls, and phone or email correspondences with the Client and project engineers.

#### **Environmental Field Assessments**

##### Wetland Delineations

CONSULTANT will conduct wetland and Other Surface Water (OSW) delineations for any areas along the corridor that are in or near the proposed alignment corridor. Environmental scientists will delineate wetlands and OSWs (via flagging or stakes) to mark the approximate landward extent of jurisdictional wetlands and OSWs in accordance with the state methodology outlined in Chapter 62-340 F.A.C. (Delineation of the Landward Extent of Wetlands and Surface Waters). CONSULTANT will also field locate each wetland flag/stake with a GPS unit and will provide GPS shapefiles to the Project Surveyor to facilitate wetland survey efforts. CONSULTANT will also evaluate hydrologic connectivity of wetlands/surface waters to see if any areas would be considered Waters of the U.S. (WOTUS) and subject to FDEP or USACE jurisdiction under 404 criteria.

#### Habitat Assessment and Mapping

CONSULTANT will conduct habitat assessments to document vegetative cover and existing conditions of all habitats in the roadway corridor and will map native habitats (uplands and wetlands) in accordance with the Florida Land Use, Cover and Forms Classification System (FDOT 1999).

#### FDEP or USACE 404 Jurisdictional Wetland Assessment

CONSULTANT will also evaluate the extent of federal jurisdiction for onsite wetlands and surface waters. CONSULTANT will conduct a WOTUS assessment for all wetlands and surface waters to evaluate the extent of 404 jurisdiction for USACE based on the "Revised Definition of Waters of the U.S.; Conforming" (Published September 8, 2023) that will closely assess hydrologic connectivity and flow for wetlands and surface waters that might be considered tributaries that connect to Traditional Navigable Waters. CONSULTANT will also collect field data for the USACE Wetland Determination Data Sheets, if necessary, in support of the USACE permit application which will include data for up to 2 wetland OSW segments to collect representative data for each wetland or OSW system.

#### SHW and Normal Pool Elevations

CONSULTANT will establish seasonal high water (SHW) and normal pool (NP) elevations for wetlands within 50 feet of the alignment to ensure culvert control elevations and trail grades are designed appropriately. CONSULTANT will coordinate with project surveyors as needed to assist in locating SHW and NP elevations.

#### Listed Wildlife Species Surveys

CONSULTANT will conduct a general wildlife survey of the project corridor (proposed trail alignment and trailhead) for state and federally listed species that are subject to protection by Florida Fish and Wildlife Conservation Commission (FWC) and US Fish and Wildlife Service (USFWS). A desktop evaluation of relevant natural resource GIS information and interviews with Deer Prairie Creek and Warm Mineral Springs staff regarding previously observed listed species observations will be conducted prior to field evaluations. Incidental sightings of wildlife or indications of their presence (e.g., burrows, nests, rookeries, etc.) will be documented. Species to be included in general wildlife evaluations include gopher tortoises (*Gopherus polyphemus*), Eastern indigo snakes (*Drymarchon couperi*), Southeastern American kestrel (*Falco sparverius paulus*), Florida sandhill cranes (*Antigone canadensis pratensis*), Florida scrub jays (*Aphelocoma coerulescens*), bald eagles (*Haliaeetus*

leucocephalus), wood storks (*Mycteria americana*), state listed wading birds, and Florida bonneted bats (*Eumops floridanus*).

CONSULTANT anticipates SWFWMD and USACE or FDEP will initiate coordination with FWC and USFWS to evaluate potential impacts associated with State and federally listed species. CONSULTANT will assist with FWC and USFWS coordination as needed to expedite the agency consultation efforts and permitting timeframes. Services may include meetings and/or phone calls with FWC or USFWS to discuss concerns associated with listed species and additional recommendations for pre-construction surveys as needed. Should incidental take permitting or additional species-specific surveys be required, this will be addressed as Additional Services.

#### Preliminary Gopher Tortoise Surveys

Gopher tortoises are known to use the proposed corridor as habitat is suitable and usage by gopher tortoises has been previously confirmed. During previous evaluations, active gopher tortoise burrows have been documented in the proposed alignment for the trail improvements and Warm Mineral Springs trailhead. In accordance with FWC guidelines, one (1) 100% gopher tortoise survey will be performed to locate potentially occupied and abandoned gopher tortoise burrows within the project area. Burrows will be located with GPS and activity status and direction of burrow will be noted. The results of the survey will be summarized in a brief memorandum with a graphic depicting the burrows identified during the field survey.

Per the guidelines, the 100% survey, which is only valid for 90 days, is important for this linear corridor in determining impact avoidance and minimization measures. On site relocation with specialized contract provisions were authorized under a previous permit for the North Port Connector of the Legacy Trail through the Deer Prairie Creek Preserve. If more than a 90-day period elapses between the 100% survey and project construction, another 100% survey will be required. This subsequent survey and gopher tortoise relocation permitting is not included in this scope and can be conducted as Additional Services.

#### **SWFWMD Permitting Services**

CONSULTANT will provide SWFWMD permitting support services to assist with the preparation and processing of Environmental Resource Permit application that addresses environmental impacts of the trail alignment and trailhead. Environmental scientists will coordinate with the CONSULTANT Engineer to complete the SWFWMD application. CONSULTANT will produce the Environmental Narrative with required exhibits to support the application. CONSULTANT's environmental narrative report will address relevant SWFWMD criteria pertaining to state-jurisdictional wetlands and other surface waters, native habitats, proposed wetland impacts, avoidance, and minimization, and a summary of state-listed species that have potential to occur onsite. CONSULTANT will rely on the SWFWMD approved wetland lines and other field data collected for the narrative.

As part of the SWFWMD permitting services, CONSULTANT will attend a pre-application meeting with SWFWMD to discuss environmental issues associated with the project and one (1) field review with SWFWMD staff to verify wetland lines, SHW elevations, proposed wetland impacts and UMAM scores.

CONSULTANT will also prepare written responses to Requests for Additional Information (RAI) or Requests for Clarification Letters to address environmental concerns, as needed.

#### **FDEP or USACE 404 Permitting Services**

Federal approval for this project will be addressed through the FDEP as part of the State's assumption of the Section 404 program (Clean Water Act). CONSULTANT will prepare an Environmental Narrative in support of the State 404 permit application that addresses relevant Section 404 criteria pertaining to jurisdictional determinations, impacts to Waters of the US, avoidance, and minimization, UMAM assessments, mitigation (mitigation bank) and federally listed species. For purposes of this task, CONSULTANT assumes the FDEP will accept the SWFWMD-jurisdictional lines and will provide necessary documentation and exhibits required for the wetland determination (e.g., wetland maps/surveys and 62-330 forms).

CONSULTANT will attend teleconferences/meetings with the FDEP as needed to discuss the application and two (2) field reviews with the FDEP to review wetlands, proposed impacts, and UMAM scores. CONSULTANT will also prepare written responses to FDEP comments and Requests for Additional Information (RAIs).

CONSULTANT assumes the FDEP will initiate formal consultation with the USFWS, and this information will facilitate the consultation process to address potential concerns for federally listed species.

#### **Heritage Tree Evaluations**

The CITY of North Port protects Heritage Trees, native tree species with a 24-inch Diameter at breast height (DBH) or greater or which meets the standards set forth on Subsection 45-9.A of the CITY of North Port Tree Protection Regulations (Adopted in February 2022). Measurements will be made of trunk DBH, tree height, and average canopy spread, and these data will be used to determine if the trees meet the scoring criteria for a Heritage Tree. Heritage trees will be identified on the plans and every effort will be made to avoid or minimize impacts to these trees, if possible.

### **SECTION G – POST DESIGN SERVICES**

#### **TASK 7.0 – POST DESIGN SERVICES**

#### **TASK 7.1 – POST DESIGN SERVICES – TRAIL (Included in Lump Sum Fee)**

#### **TASK 7.2 – POST DESIGN SERVICES – TRAILHEAD (Billed Hourly)**

CONSULTANT will provide assistance to the CITY during construction as part of this Task. CONSULTANT will provide the following services as part of this Task:

- A. Pre-Construction Conference. Up to one representative of CONSULTANT will attend an on-site Pre-Construction Conference prior to commencement of Work at the Site.

- B. Construction Meetings. CONSULTANT will attend virtual construction progress meetings for a total of 36 meetings for the trail portion of this project. Construction duration is assumed to be 9 months.
- C. Visits to Site and Observation of Construction. Provide on-site construction observation services during the construction phase of the subject project. Observations will vary depending on the type of work being performed by the contractors, the location, and the contractors' schedules. CONSULTANT will make visits to the Site at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT shall keep Client informed of the general progress of the Work.

The purpose of CONSULTANT's visits to the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned in this Agreement to CONSULTANT during the construction phase by Client, and, in addition, by the exercise of CONSULTANT's efforts, to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents. Up to four (4) project site visits for the trail portion of this project are included in this task. Any additional site visits will be considered additional services.

- D. Recommendations with Respect to Defective Work. CONSULTANT will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
- E. Clarifications and Interpretations. CONSULTANT will issue necessary clarifications and interpretations of the Contract Documents to Contractor as reasonably requested. Such

clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the Client.

- F. Change Orders. CONSULTANT may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- G. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to accuracy or completeness of details or construction means, methods techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. CONSULTANT is not responsible for any deviations from the Contract Documents not brought to CONSULTANT's attention in writing by the Contractor. Any additional reviews will be considered an additional service.
- H. Substitutes and "or-equal." CONSULTANT will evaluate and determine the acceptability of substitute, or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- I. Inspections and Tests. CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate and receive and review certificates of inspections within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.
- J. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, CONSULTANT considers the Work substantially complete, CONSULTANT shall notify Client and Contractor.
- K. Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list. Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's

knowledge, information, and belief and based on the extent of the services provided by Kimley-Horn under this Agreement and based upon information provided to Kimley-Horn upon which it is entitled to rely.

- L. Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

<b>SECTION H – SUBCONSULTANT</b>
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**TASK 8.0 – SURVEY**

**Topographic Route Survey**

1. A Topographic Survey of up to 3,500 LF of proposed Trail Extension will be performed as a part of this task.
2. Apparent right of way lines will be determined in accordance with existing monumentation, and information supplied by the Client, CITY or County.
3. No Title Searches will be performed as part of this scope of services.
4. Survey will locate visible aboveground site improvements, utilities and appurtenances. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible evidence and information supplied by the client.
5. Survey will determine site elevations on a maximum fifty (50) foot grid, at grade breaks, at changes in direction on curbing/paving within the limits described above.
6. A Digital Terrain Model (DTM) will be prepared.
7. Survey will locate trees within the survey limits of 4" or greater DBH.
8. All elevations will be referenced to the NAVD 88 vertical datum.
9. All data will be referenced to Florida State Plane Coordinates – NAD 83/11 datum – Florida West Zone.
10. No SUE designation will be performed as part of this scope of services.
11. Up to 350 LF of wetland flagging will be located as directed by the client.
12. Up to six (6) geotechnical borings will be located.
13. Survey drawing(s) will be provided in AutoCAD & PDF format and prepared to the client's CAD/layer specifications.

**TASK 9.0 – GEOTECHNICAL SERVICES**

The CONSULTANT team shall complete geotechnical services in general accordance with FDOT guidelines.

The CONSULTANT shall provide geotechnical explorations to support the design of the trail and associated bridge structure over Little Salt Canal and the single restroom building associated with the

trailhead to be located at Warm Mineral Springs. The geotechnical services shall include the following activities:

1. Conduct a visual reconnaissance of the project site and coordinate utility clearances for proposed exploration activities.
2. For the proposed trail, perform eighteen (18) hand auger borings to a depth of 5 feet at intervals of approximately 200 feet to estimate the seasonal high groundwater and establish subsurface conditions along the trail.
3. In areas potentially containing organic soils, based on nearby soil data in the project vicinity, perform additional hand auger borings to evaluate limits of potential deleterious materials.
4. Collect two (2) bulk soil samples and perform Limerock Bearing Ratio (LBR) tests on near surface samples along the limits of the trail.
5. Perform mulching/trimming activities to provide access to drilling equipment at the proposed bridge crossing over Little Salt Canal.
6. Perform Two (2) Standard Penetration Test (SPT) borings to a depth of 80 feet to support the design of the proposed pedestrian bridge over Little Salt Canal.
7. Perform two (2) Standard Penetration Test (SPT) borings to a depth of 25 feet to support the design of the proposed restroom building structure to be located at the Warm Mineral Springs trailhead.
8. Obtain soil and water samples at the bridge location for evaluation of the environmental classification of the structure.
9. Complete full grain size analysis of soil samples obtained from the Little Salt Canal water crossing for use in estimating the  $D_{50}$  value. The  $D_{50}$  value will be provided for use in determining scour elevations by the hydraulics engineer.
10. Visually classify the samples in the laboratory. Perform laboratory tests on selected representative samples to develop the soil legend for the project using the AASHTO and Unified Soil Classification System (USCS), as appropriate. The laboratory testing will likely include grain size analysis, Atterberg Limit testing, organic content testing and natural moisture content determination, Limerock Bearing Ratio tests and corrosivity testing to establish environmental classifications.
11. Collect groundwater level measurements and estimate the Seasonal High Groundwater Table (SHGWT) levels.
12. Generate Report of Core Borings (ROCB) sheets for the bridge and buildings structures. Prepare a Boring Location Plan, Soil Profiles and Roadway Soils Survey sheet for the proposed trail.

13. Determine the feasibility of utilizing driven piles for support of the proposed bridge.
14. Evaluate foundation criteria and perform engineering analyses to develop design recommendations for driven piles including bearing resistance values and anticipated pile tip elevations.
15. Provide FB-Multiplier parameters, using the results of the SPT borings, for use by the structural engineer in lateral stability analyses.
16. Provide foundation recommendations for the restroom structure.
17. Prepare formal engineering reports that summarizes the course of study pursued, the field and laboratory data generated, subsurface conditions encountered, and engineering recommendations for the project.

#### **TASK 10.0 – ARCHITECTURAL SERVICES**

CONSULTANT will provide Schematic Design, Permit/Construction Documents and Construction Administration services for the 4-Fixture restroom building depicted in Exhibit A. CONSULTANT understands that there will be no changes to the layout in Exhibit A. The Schematic Design submission shall include confirmation of CITY of North Port (CNP) standards for plumbing fixtures and interior/exterior finishes and shall also include coordination with Civil Engineer for site location. CONSULTANT shall coordinate with the Civil Engineer to provide utility connections to within 5' of the building perimeter. After the Schematic Design drawings are approved, SSA will prepare Permit/Construction Documents for the restroom building. CONSULTANT will provide Construction Administration services during construction including submittal review and RFI responses. Fees below include up to (5) site visits.

CONSULTANT's services include the following sub-consultants:

- Structural Engineering: Snell Engineering Consultants
- MEP Engineering: Crawford Williams Engineering

#### Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates, or for a negotiated fee prior to commencing additional services work. Additional services we can provide include, but are not limited to, the following:

- A. Changes to the restroom layout or building massing depicted in Exhibit A.
- B. Site visits beyond the (5) included can be provided at \$500 per visit.

**OTHER**

**Items and Services Not Included - Trail**

Any other services, including but not limited to the following, are not included in this Agreement:

- Permitting effort beyond what is identified in Tasks 1-6
- Effort associated with Sarasota County stormwater modeling & reviews
- Tree disposition plans
- Landscape Design services
- Lighting & Signal design
- Any services related to the acquisition of right of way
- Utility coordination beyond initial contact
- Post design services for the trail beyond 9 months

**Items and Services Not Included - Trailhead**

Any other services, including but not limited to the following, are not included in this Agreement:

- Legal Services.
- Surveying services.
- Geotechnical services.
- Environmental services.
- Archeological services.
- Structural Engineering.

**Additional Services**

Any services not specifically provided for in the above scope of services will be considered additional services to be performed at CONSULTANT's hourly rate at the time of performance or for a pre-negotiated lump sum fee. Additional services we can provide include, but are not limited to, the following:

- Permit modifications due to Client requested revisions.
- Plan modifications due to Client requested revisions.
- Enhanced Landscape Architectural services.
- Phasing of the project.
- Federal Emergency Management Agency (FEMA) Letter of Map Revision applications.
- Permitting through any regulatory agency or process not included in Task 1-6.
- Opinions of Probable Cost of Construction (OPCC).
- Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
- Water Use Permitting.

- Design and construction plans for off-site improvements. This may include off-site roadway improvements, utility infrastructure, and stormwater infrastructure.
- Tree survey.
- Any services not specifically mentioned in the Scope of Services above.

**Information Provided by the CITY**

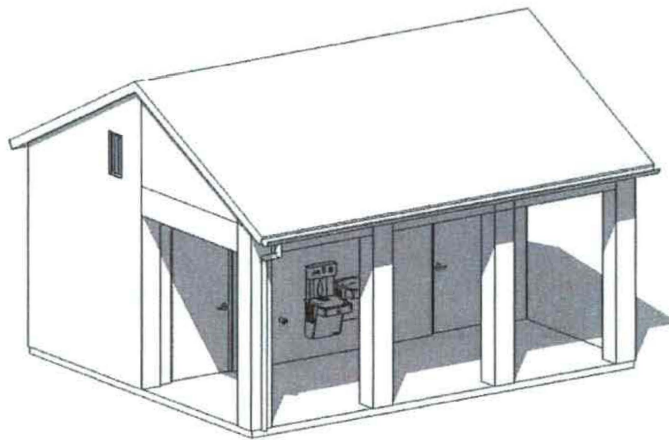
CONSULTANT can rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives. The CITY will provide all items and information requested by CONSULTANT during the project, including but not limited to the following:

- Copies of all available information pertinent to CONSULTANT services on the project, including surveys, studies, reports, or data in the Client's possession.
- Property access easements or title documents.
- Boundary, topographic, and tree survey of the property and surrounding roads and ditches.
- Executed copy of this Agreement.

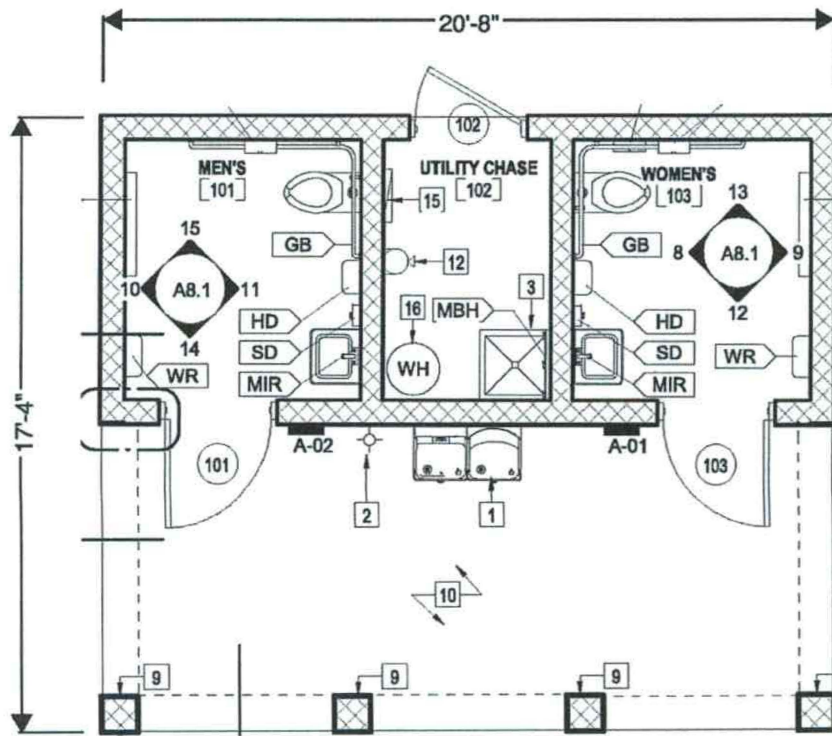
**Responsibilities of Client**

In addition to other responsibilities set out in this Agreement, the Client shall: pay directly all permitting, application, and similar project fees; provide copies of the boundary and topographic survey for the property and the adjacent rights-of-way in both hard copy and electronic .dwg format as noted in the project Understanding; and Client is responsible for coordinating construction bidding of the project also noted in the Project Understanding.

EXHIBIT A



Axonometric View



Floor Plan - 1/4" = 1'

**ATTACHMENT B THIRD AMENDMENT TO CONTRACT NO. 2017-40**

**FEE SCHEDULE**

**Fee and Expenses**

CONSULTANT will perform the services described in Task 1-10 in the Scope of Services for the fees listed below. Individual task amounts are for informational purposes only.

The fees below include consideration for all expenses, including but not limited to in-house duplicating, plotting and printing, local mileage, telephone calls, facsimiles, postage, and word processing computer time. All permitting, application, and similar project fees will be paid directly by the CITY. CONSULTANT will not bill for, and the CITY will not be responsible for reimbursing, any such expenses.

Unless a task is identified as Not-to-Exceed, CONSULTANT must invoice lump sum fees monthly, per task, based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Lump sum fees will be billed monthly on a percentage of completion basis. Payment will be due within 45 days of the CITY's receipt of the invoice.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
<b>SECTION A</b>		
1.0	PROJECT MANAGEMENT, MEETINGS & COORDINATION	\$32,500
<b>SECTION B</b>		
2.0	TRAIL DESIGN	\$149,000
<b>SECTION C</b>		
3.0	DRAINAGE DESIGN	\$184,000
<b>SECTION D</b>		
4.0	STRUCTURAL DESIGN	\$102,500
<b>SECTION E</b>		
5.0	TRAILHEAD DESIGN	\$60,000
<b>SECTION F</b>		
6.0	ENVIRONMENTAL SERVICES	\$47,000
<b>SECTION G</b>		
7.1	POST DESIGN SERVICES - TRAIL	\$29,500
7.2	POST DESIGN SERVICES - TRAILHEAD	HOURLY
<b>SECTION H - SUBCONSULTANT</b>		
8.0	SURVEY (HYATT)	\$25,000
9.0	GEOTECHNICAL (TIERRA)	\$38,300
10.0	ARCHITECTURAL	\$25,000
<b>TOTAL LUMP SUM</b>		<b>\$692,800</b>

**ATTACHMENT C TO THIRD AMENDMENT TO CONTRACT NO. 2017-40**

**SCHEDULE**

Consultant must provide services as expeditiously as practicable based on a mutually agreed upon schedule. Additional Tasks 1 through 10 are estimated to be completed within 910 days from Notice to Proceed.