

**Work Assignment 4 to Agreement 2005-05  
Between  
The City of North Port and TGW Engineering, Inc.  
For  
The Myakkahatchee Creek Greenway Master Plan**

**ENGINEERING SERVICES FOR HERON'S CREEK TRAIL**

*This is an amendment to Agreement 2005-05 to provide additional services to design and permit a portion of the Greenway Trail in accordance with the City-approved Master Plan. The nature trail segment to be engineered under this Work Assignment (WAA4) is to be within the confines of the watershed between Price Boulevard and Appomattox Drive, along the eastern side of the natural waterway. The City and TGW Engineering (Engineer) agree to the scope of services, schedule, and budget presented herein for WAA4.*

**Section 1 – SCOPE OF SERVICES**

**Task 1 – Trailway Survey**

Based upon the initial trail survey, the City brought stakeholders (neighbors, bicyclists) into the process of final delineation. The stakeholders met with the City in the field and in meetings to come to an agreement on an alignment prior to final surveying and permitting. Services to be provided under this task include a detailed survey of the proposed trail to establish vertical and horizontal control for permitting, design and construction of this alignment. Marker flags shall be placed along the trailway with more secure, iron rods to identify this location.

The existing bike trail and the top of eastern bank of the Myakkahatchee Creek will be shown on the survey, where they are located in close proximity to the trailway and/or where the initial survey data is available.

**Task 2 – Permit Applications**

Upon completion of Tasks 1, the Engineer shall assist in the preparation of applications for an Environmental Resource Permit (ERP) and a Corps of Engineers Dredge and Fill permit. The proposed trail will be aligned, as to minimize impacts to wetlands within the corridor. An environmental assessment report and a wetland mitigation plan shall be produced by Engineer for inclusion in the permit applications.

**Task 3 – Response to RFI**

Engineer will answer Requests for Information (RFI) from the agencies in regards to the permit applications and associated backup information submitted under Task 2. If the agencies require further analysis or information outside the normal regulatory framework

which would require considerable extra work, the Engineer and City will discuss the appropriate means of handling such an RFI.

#### **Task 4 – Design**

Upon completion of Tasks 1-3, the Engineer shall produce final, detailed plan sheets and specifications.

The trailway is now being designed to include a sizable amount of elevated boardwalk. As such, additional analysis and design is required:

1. The Engineer shall conduct a geotechnical evaluation for the bearing capacity of the pilings for this boardwalk. Provide 8-10 foot deep borings at roughly 250 foot internals (10 borings assumed).
2. Provide hand cone penetrometer soundings at each boring.
3. Provide limited soil classification tests.
4. Prepare a geotechnical report of the findings.
5. The report shall be used by the Engineer for structural design confirmation of the piling design.

If required, the City will provide any clearing necessary to accommodate the transport of equipment into the project area.

The Engineer and the City will work together to find a manufacturer of boardwalk materials that will be used for the deck and handrails.

The Engineer shall discuss the project and visit the site with an experienced contractor to gain constructability information for project specifications.

The Engineer shall prepare a construction cost estimate of the project upon completion of final design.

#### **Section 2 – PROJECT SCHEDULE**

TGW Engineering shall perform task assignments in a timely manner. The services shall commence upon Notice to Proceed (NTP) being issued for WA4 by the City of North Port and complete the given tasks in the timeframe stated below:

Task 1 – within 2 weeks from NTP

Task 2 – within 4 weeks from NTP

Task 3 – within 6 weeks from NTP (other design tasks in Amendment 3 shall also be completed within this timeframe).

Upon these additional services being completed, the project will be ready to bid for construction. TGW Engineering will inform the City of North Port of timelines and potential delays beyond the anticipated schedule to complete the work.

**Section 3 – COMPENSATION FOR SERVICES**

For services provided in accordance with this scope of services, TGW Engineering shall invoice every 30 days based upon a percentage of work completed. The budget has been prepared in accordance with the scope of services presented above for a total amount of \$25,020. This includes a lump sum amount of \$21,645 for Tasks 1, 2, and 4 of this project amendment, as presented on Table 1. Task 3 services and a project contingency will be provided, as needed, on a time and material basis with a not-to-exceed amount of \$3,375.

**Section 4 - CITY'S RESPONSIBILITIES**

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

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

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

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

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

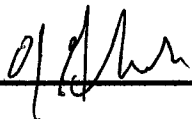
**Section 5 - GENERAL CONSIDERATIONS**

5.1 At any time during the life of this Agreement should any substance be uncovered or encountered at the site that would void or otherwise adversely impact the ENGINEER's professional liability insurance, the ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement.

5.2 This Agreement (consisting of Pages 1-4) inclusive constitutes the complete work assignment. This Agreement may only be amended, supplemented or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment to be effective as of the date entered in the first paragraph on page 1 of this agreement.

**CITY OF NORTH PORT:**

  
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**TGW ENGINEERING, INC:**

  
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Thomas G. Walker, President

**ATTEST:**

  
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Helen M. Raimbeau, MMC  
City Clerk

**Table 1 – Project Budget for Task Assignment 4 to TGW Engineering Contract 2005-05**

<b>Task</b>	<b>Cost</b>
1. Trailway Survey	\$ 5,520
2. Permit Applications	7,625
3. Response to RFI	1,100
4. Design	8,500
Contingency @ 10%	2,275
Estimated Cost for Amendment 4	\$ 25,020



Exhibit A