

**FIRST AMENDMENT TO  
AGREEMENT  
Number 2005-05**

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

THIS FIRST AMENDMENT TO AGREEMENT NUMBER 2005-05 ("Amendment") is made as of July 27, 2009 between the City of North Port ("CITY") and TGW Engineering, Inc. ("ENGINEER"). This Amendment is to authorize TGW Engineering, Inc. to provide engineering services for the survey, environmental assessment, design, permitting and limited construction services, of the segment of the nature trail along the east side of Myakkahatchee Creek between Price Boulevard and Appomatox Drive near Heron Creek Development (Heron Creek Nature Trail project).

The CITY requires professional engineering services to include design, permitting, and construction services to implement the Heron Creek Nature Trail project ("Project").

**WHEREAS** the CITY issued a Request for Proposal (RFP) #2005-05 for the Myakkahatchee Creek Greenway Master And Management Plan on November 5, 2004; and

**WHEREAS** the CITY evaluated and ranked the proposals in accordance with Florida State Statute 287.055, and selected the ENGINEER to perform the Myakkahatchee Creek Greenway Master And Management Plan; and

**WHEREAS** the CITY and ENGINEER entered into Agreement #2005-05 Myakkahatchee Creek Greenway Master Plan dated July 25, 2005, ("Agreement"), as a result of RFP #2005-05, and

**WHEREAS** the RFP #2005-05 listed Tasks 1 through 4 relate to the development of the Greenway Masterplan that was completed by the ENGINEER and accepted by the CITY in December 2007; and

**WHEREAS** the RFP #2005-05 listed Tasks 5 through 7 relate to the design, permitting and construction services for the Myakkahatchee Creek Greenway Master And Management Plan elements; and

**WHEREAS** the Myakkahatchee Creek Greenway Master And Management Plan elements includes an extensive nature trail, a portion of which is located between Price Blvd and Appomatox Drive near the Heron Creek Development (Heron Creek Nature Trail project); and

**WHEREAS** the CITY and the ENGINEER desire to amend the Agreement in connection with the Heron Creek Nature Trail project upon the terms and conditions herein, and the ENGINEER has reviewed the professional services required pursuant to this Amendment and is qualified, willing and able to provide and perform all such services in accordance with its terms.

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

## **ENGINEERING SERVICES FOR HERON CREEK NATURE TRAIL**

### **SECTION 1 – SCOPE OF SERVICES**

This is an amendment to Agreement 2005-05 to provide services to design and permit a portion known as Heron Creek Nature Trail of the Greenway corridor in accordance with the City-approved Myakkahatchee Creek Greenway Master Plan. The nature trail segment to be engineered under this work assignment is to be within the confines of the watershed between West Price Boulevard and Appomattox Drive, along the eastern side of the natural waterway. The CITY and the ENGINEER agree to the scope of services, schedule, and budget presented herein. This work assignment is strictly for a nature trail, and does not include any trail heads, parking areas, or other greenway park amenities. The approximate location of the trail is shown on Map C-1.

#### **Task 1 – Preliminary Trail Delineation**

The ENGINEER shall coordinate a field evaluation with the CITY to establish the preferred alignment of the proposed trail. The CITY and the ENGINEER shall include staff necessary to determine and decide the preliminary horizontal center alignment based upon the given conditions and known constraints that are particular to this Greenway corridor.

As provided by the CITY, the trail shall be approximately 8-feet wide and the centerline of the proposed one mile trail shall be marked in the field by the ENGINEER with a series of color-coded flags. These flags will be placed at 20' to 50' intervals, depending upon turns, meanders, and straightened sections. Preliminary determination of the alignment will be based upon the following criteria observed and recorded during this field evaluation:

1. Naturally clear and open areas (avoid tree removal if possible),
2. An ecologist will perform a rough-in assessment of the wetland area and field flag the approximate location of the wetland based on available aerial photography. Avoidance of wetlands and field noted biota of concern or added environmental importance,
3. Areas with scenic vistas, water views, and other locations of interest within limits of the trailway corridor, and
4. Avoidance, where possible, of areas with added erosion potential.

Once the preliminary trail has been flagged according to the above parameters, a meeting will be held in the field with the CITY, the ENGINEER and South West Florida Water Management District ("SWFWMD") to receive concurrence with the trail alignment and placement.

### **Task 2 – Trailway Survey**

Once preliminary flagging is completed, the CITY and SWFWMD will provide written approval of the proposed trail. Once approval is obtained, the ENGINEER shall engage a Florida Registered Professional Land Surveyor to conduct a path survey to establish vertical and horizontal control for use in permitting, design and construction of this alignment. Marker flags shall be replaced with more secure, iron rods to identify this location. Preparation of survey will include the following:

1. To field locate marked centerline of trail with elevations at 100-foot intervals,
2. 20-foot left and 20-foot right of centerline at 200-foot intervals along length of trail (approximately 5400 linear feet), and
3. Coordinates provided will be based in NAD 1983 (FIPS 0902 feet) State Plane Coordinates, Florida Zone West.

Survey services do not include tree or vegetation survey or delineation.

### **Task 3 – ERP Permitting Assistance**

The CITY will prepare (including Florida licensed PE signature and seal) the anticipated Environmental Resource Permit (ERP) application to SWFWMD. The ENGINEER will assist in providing supporting information for the permit application as follows:

1. Map the approximate location of the wetland based on available aerial photography,
2. Research available state and federal agency information or databases for protected species that may be anticipated to occur on habitats identified in the project area,
3. Perform casual wildlife observations in the area of the proposed trail during the flagging process, and
4. Provide a memo report that includes wetland mapping and discussion, approximate location of flagged trail and any wildlife observations.

The CITY is responsible for developing and sealing, where appropriate, the following stormwater and flood plain compensation components for shell and Flexi-Pave surfaces and appropriate bases and foundations:

1. Engineering calculations,
2. Typical cross sections and swale design, if applicable,
3. Perform the MODRET drawdown analysis, and
4. Floodplain analysis and compensation.

The ENGINEER will assist the CITY in one meeting with SWFWMD for the ERP review. The CITY will prepare (including Florida licensed PE signature and seal) the operator certification and transfer to SWFWMD once trail construction has been completed and accepted by the CITY.

#### **Task 4 – Design Specifications and Plans**

Upon completion of Task 2 survey, the ENGINEER will prepare and produce final, detailed plan sheets and contract specifications for use by the CITY for bidding. The sets will be developed allowing for two trail surface material types, specifically shell surface or flexi-pave surface. It is anticipated a plan sheet set of 8 to 10 sheets total at 1-inch equal 40-foot scale inclusive of cross-section design details to be prepared by the ENGINEER. The CITY's Florida Licensed Professional Engineer will sign all the plan sheets.

The ENGINEER will set-up and use City of North Port title block for the plans. A draft layout will be presented to the CITY for review and approval prior to the final set development.

The ENGINEER will provide relevant technical specifications, for the trail materials and placement criteria. The technical specifications will be provided on the plans for bidding purposes.

The ENGINEER shall provide five sets of biddable plans and specifications, ACAD files and a PDF file of the documents for the CITY's use.

#### **Task 5 – Bidding**

ENGINEER will assist the CITY in responding to up to two Requests for Information (RFI). The CITY will be responsible for pre-bid meeting, if applicable, bid evaluation and award. No other bidding services are provided within this work assignment.

#### **Task 6 – Construction Services**

General services during construction are not provided as part of this work assignment. The CITY will be responsible for the inspection, acceptance, and final certification to appropriate CITY Departments and SWFWMD as described in Task 3.

#### **Task 7 – Additional Services**

Services provided within this work assignment are basic and minimal in nature and are developed, in part, based on anticipated minimal SWFWMD permitting efforts and reduction of certain supporting elements for permitting. It is possible SWFWMD may require the following additional environmental elements:

1. Wetland delineation per Chapter 62.340 and federal regulations (Wetland Delineation Manual 1987) with detailed wetland line flagging in the field,
2. Establish seasonal high water and normal pool elevations and associated field markings,

3. Petition for a Formal Determination of the Landward Extent of Wetlands and Surface Water Chapter 373.421, Florida Statutes (F.S.), and
4. Meet a SWFWMD representative to confirm the delineated wetland line in accordance with state regulations.

Additional costs for these environmental, survey and design have not been provided due to the unknown nature of other potential requirements as a result of permitting agency requests. It is anticipated to handle additional needs and services on a time and material basis. A contingency of \$10,000 has been incorporated for budgeting for initial unknowns at this time. The contingency can not be used without the prior approval of the CITY.

## **SECTION 2 – PROJECT SCHEDULE**

The anticipated schedule for the work assignment tasks are listed below. Schedule changes may be influenced by SWFWMD agency input and direction, in which case, schedule adjustments may need to be adjusted. The services shall commence upon execution and Notice to Proceed (NTP) by the City of North Port.

Task 1 – Preliminary Trail Delineation: 2 weeks from NTP.

Task 2 – Trailway Survey: 4 weeks from NTP (dependent upon SWFWMD).

Task 3 – ERP Permitting Assistance: 12 weeks from NTP (ongoing, dependent on City and SWFWMD)

Task 4 – Design Specifications and Plans: 4 weeks from Task 2 survey completion.

Task 5 – Bidding: Dependent on City Schedule.

Task 6 – Construction Services: Not Applicable

Task 7 – Additional Services: Dependent on type services negotiated and rendered.

ENGINEER will inform the CITY of timelines and potential delays beyond the anticipated schedule to complete the work where possible.

## **SECTION 3 – COMPENSATION FOR SERVICES**

For services provided in accordance with this scope of services, ENGINEER 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. An upper limit of \$29,600 is herein established with a projected cost of \$ 19,600 for the above described services and a contingency allocation of \$10,000 for additional services, as required.

#### **SECTION 4 - CITY'S RESPONSIBILITIES**

4.1 Designate CITY representative who shall have complete authority with respect to ENGINEER services for the project. As detailed in the previous Sections, the CITY will provide input on the alignment on the trail, perform all engineering treatment calculations, swale design (hand markups), MODRET drawdown analysis, floodplain analysis, and prepare the Engineering Report that is needed for SWFWMD permitting. The CITY will also sign all construction plans.

4.2 Provide all existing documentation regarding the project, including civil plans, recent survey information, record drawings of existing systems, existing permits, CITY codes, and other local restrictions and policies relative to intended work.

4.3 If asbestos or other hazardous materials are identified during the Project, CITY shall provide necessary services for material handling and removal.

4.4 Any additional associated surveys, right-of-way and easement descriptions that are not already specified in the previous Section 2.

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

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

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

#### **SECTION 5 - GENERAL CONSIDERATIONS**

5.1 Termination of this Amendment can be exercised by either party, upon thirty days' written notice, in the event of substantial failure by the other party to perform in accordance with the terms herein, through no fault of the terminating party.

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

5.3 This Amendment inclusive, constitutes the complete work assignment. This Amendment and the Agreement may only be amended, supplemented or canceled by a duly executed written instrument.

5.4 In the event of a conflict between this Amendment and the Agreement, the Amendment shall control.

5.5 A significant amount of the above services are related to permitting. As presented in Tasks 3, the ENGINEER will be required to assist the City with permit applications for

submittal to state agencies. Although the applications shall be prepared to a reasonable level of detail and completeness, the agencies will generally have comments and may request additional information or analysis. Until such comments or requests are made, the CITY and ENGINEER cannot assess or anticipate if further scope of services are required to address such comments. The variability of comments is somewhat dependent upon agency interest or concern with the Project, and will also depend on who the individuals are that will be reviewing the permit applications.

Therefore, the CITY and ENGINEER agree that the scope of service and budget for Tasks 3 through 6 will cover the preparation and production of the permit applications, in addition to responding to reasonable comments with existing data. Additional scope and budget for responding to potentially extreme comments will only be developed and approved upon receipt of any agency comments and a mutually acceptable, supplemental work assignment has been agreed to by the CITY and ENGINEER.

**Table 1 – Project Budget for Task Assignment 3 to TGW Engineering Contract 2005-05**


<b>Task</b>	<b>Cost, \$</b>
1. Preliminary Trail Delineation	3,500
2. Trailway Survey	8,800
3. ERP Permitting Assistance	2,650
4. Design Specifications and Plans	4,100
5. Bidding	550
6. Services during Construction	0
<b>Budgeted Total</b>	<b>\$19,600</b>
Project Contingency	\$10,000
Total Project Cost with Contingency	\$29,600

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date entered in the first paragraph on Page 1 of this Amendment.

CITY COMMISSION OF THE CITY

ATTEST:


By:   
VANESSA CARUSONE  
COMMISSION CHAIR

BY:   
HELEN RAIMBEAU  
CITY CLERK

DATE: July 27, 2009

CONSULTANT:

TGW ENGINEERING, INC.

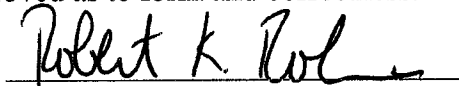
WITNESS: 

BY: 

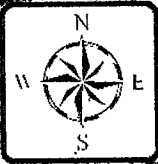
ITS: President

DATE: 8/8/09

Approved as to form and correctness:

BY:   
ROBERT ROBINSON  
City Attorney





**Legend**  
**Exhibit H - Trails and Trail Heads**

- Trail Heads
- Trails
- Greenway Proposed Trail
- ≡≡≡ Greenway Proposed Footbridges
- Environmental Park Boundary
- North Port Water Features
- North Port City Limits

