

**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.

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| <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.

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|--|
| <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.

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|--------------|
| <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<br>(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        |