

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

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

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

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

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

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

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

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

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

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

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

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

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

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

2. ORIGINAL AGREEMENT SECTION 1 – CONSULTANT’S SERVICES

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

1. CONSULTANT’S SERVICES

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

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

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

4. ORIGINAL AGREEMENT ATTACHMENT B – FEE SCHEDULE

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

5. ORIGINAL AGREEMENT ATTACHMENT C – SCHEDULE

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

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

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CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.

By: 
JAMES R. PANKONIN
VICE-PRESIDENT

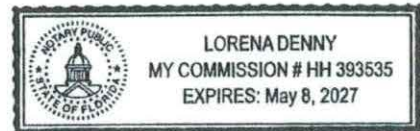
SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of physical presence or online
notarization, this 18th day of MARCH 25, by JAMES R. PANKONIN.


Notary Public - State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____




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

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


CITY OF NORTH PORT, FLORIDA


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

ATTEST


HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS


MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

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

ADDITIONAL PHASE 1 SCOPE OF SERVICES

PROJECT UNDERSTANDING

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

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



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

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

SECTION A – PROJECT GENERAL

TASK 1.0 – PROJECT MANAGEMENT, MEETINGS & COORDINATION

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

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

SECTION B – TRAIL DESIGN

TASK 2.0 – TRAIL DESIGN

2.1 – SEGMENT 1 DESIGN SERVICES

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

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

Trail Plans will consist of the following sheets:

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

Deliverables

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

2.2 – SEGMENT 2 DESIGN SERVICES

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

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

Trail Plans will consist of the following sheets:

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

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

Deliverables

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

SECTION C – DRAINAGE DESIGN

TASK 3.0 – DRAINAGE DESIGN

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

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

3.1 – STORMWATER MODELING

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

3.2 – ICPR MODELING

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

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

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

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

3.3 – PERMITTING SERVICES

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

3.4 – BRIDGE HYDRAULIC ANALYSIS

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

SECTION D – STRUCTURAL DESIGN

TASK 4.0 – STRUCTURAL DESIGN

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

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

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

4.1 – BRIDGE DESIGN MEMORANDUM

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

4.2 – FINAL DESIGN – BRIDGE

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

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

3. Quantities and Probable Opinion of Construction Cost

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

4.3 – FINAL DESIGN –RETAINING WALLS

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

SECTION E – TRAILHEAD

TASK 5.0 – TRAILHEAD DESIGN

Task Understanding

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

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

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

5.1 – ENGINEERING DESIGN

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

A. Public Utilities

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

B. Stormwater Management

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

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

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

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

5.2 – CONSTRUCTION PLANS

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

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

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

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

5.3 – PERMITTING

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

A. CITY of North Port

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

B. Southwest Florida Water Management District (SWFWMD)

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

SECTION F – ENVIRONMENTAL

TASK 6.0 – ENVIRONMENTAL SERVICES

Environmental Permits, Compliance and Clearances

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

Environmental Field Assessments

Wetland Delineations

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

Habitat Assessment and Mapping

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

FDEP or USACE 404 Jurisdictional Wetland Assessment

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

SHW and Normal Pool Elevations

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

Listed Wildlife Species Surveys

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

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

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

Preliminary Gopher Tortoise Surveys

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

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

SWFWMD Permitting Services

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

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

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

FDEP or USACE 404 Permitting Services

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

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

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

Heritage Tree Evaluations

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

SECTION G – POST DESIGN SERVICES

TASK 7.0 – POST DESIGN SERVICES

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

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

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

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

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

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

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

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

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

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

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

SECTION H – SUBCONSULTANT

TASK 8.0 – SURVEY

Topographic Route Survey

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

TASK 9.0 – GEOTECHNICAL SERVICES

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

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

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

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

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

TASK 10.0 – ARCHITECTURAL SERVICES

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

CONSULTANT's services include the following sub-consultants:

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

Additional Services

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

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

OTHER

Items and Services Not Included - Trail

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

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

Items and Services Not Included - Trailhead

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

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

Additional Services

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

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

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

Information Provided by the CITY

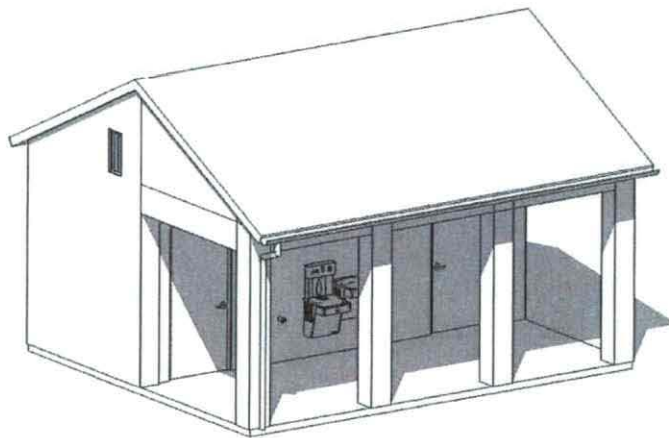
CONSULTANT can rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives. The CITY will provide all items and information requested by CONSULTANT during the project, including but not limited to the following:

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

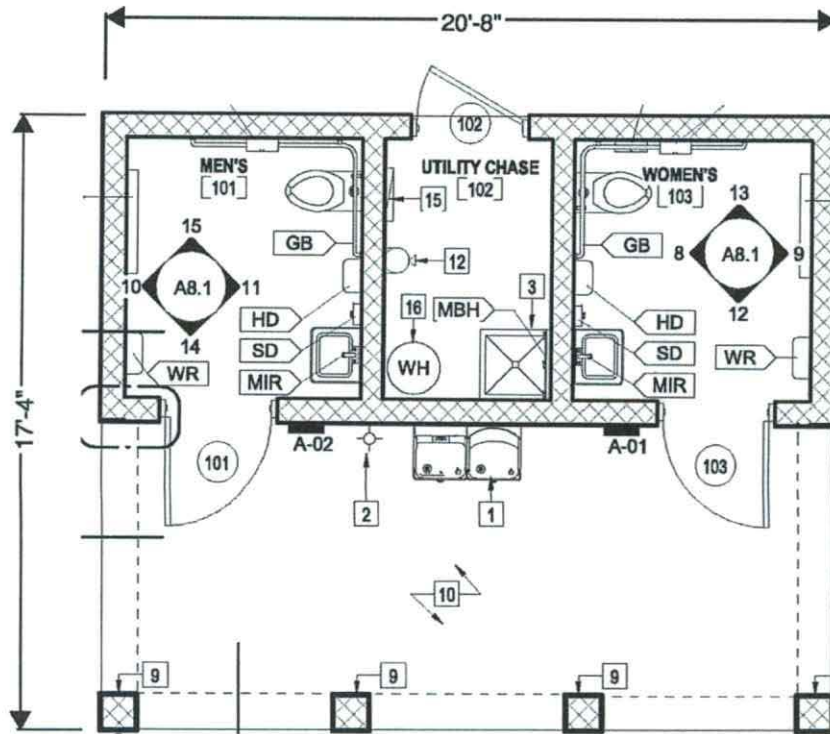
Responsibilities of Client

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

EXHIBIT A



Axonometric View



Floor Plan - 1/4" = 1'

ATTACHMENT B THIRD AMENDMENT TO CONTRACT NO. 2017-40

FEE SCHEDULE

Fee and Expenses

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

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

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

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

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

SCHEDULE

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