

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

This *Fourth Amendment to Agreement No. 2017-40* for Professional Design & Engineering Services for the Warm Mineral Springs Park Master Plan (“Fourth 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, on April 8, 2025, City Commission approved the Third Amendment to the Original Agreement amending 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; and

WHEREAS, this Fourth Amendment to the Original Agreement amends the scope of services to incorporate additional scope related to bridge design and environmental permitting Phase 1, Tasks 1 through 11 for the Legacy Trail Connection, and revises 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 Fourth Amendment, all of which are incorporated by reference as if set forth fully herein. This Fourth 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 Fourth Amendment agreement mean and include both the Original Agreement and the Fourth Amendment.
- C. This Fourth 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 additional work on the project as provided in the written Notice to Proceed for Phase 1 Tasks 1 through 11 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 scope related to Phase I, Tasks 1 through 11 for the Legacy Trail Connection.

4. ORIGINAL AGREEMENT ATTACHMENT B – FEE SCHEDULE

Attachment B, of the Original Agreement, as attached, is amended in its entirety, allocating for additional scope related to bridge design and environmental permitting for the Legacy Trail Connection.

5. ORIGINAL AGREEMENT ATTACHMENT C – SCHEDULE

Attachment C of the Original Agreement, as attached, is amended to add days to the Project Schedule for bridge design and environmental permitting for the Legacy Trail Connection.

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

(This space intentionally left blank; signature pages follow)

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.

By: 
JAMES R. PANKONIN
VICE-PRESIDENT

SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11th day of May, 2026, by JAMES R. PANKONIN.


Notary Public - State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____



APPROVED by the City Commission for the City of North Port, Florida on _____, 2026.

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 FUINO, B.C.S
CITY ATTORNEY

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

ATTACHMENT A - 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 additional services related to the extension of the existing North Port Connector trail:

1. Attend additional project coordination meetings for tasks associated with additional services.
2. Grand tree permitting tasks to obtain tree permit through Sarasota County.
3. Additional design effort for design of conventional style pedestrian bridge.
4. Scrub Jay survey and permitting services.
5. Gopher Tortoise permitting services.
6. Cultural Resources desktop analysis as required by Southwest Florida Water Management District ("SWFWMD").

SECTION A – PROJECT GENERAL

TASK 1.0 – PROJECT MANAGEMENT, MEETINGS & COORDINATION

The CONSULTANT shall provide the following additional services for Project Management, Meetings, & Coordination during the remaining duration of the project:

1. Additional meeting tasks to consist of the following:
 - a. Up to two (2) meetings with Sarasota County Stormwater
 - b. Up to two (2) meetings for tree permitting
 - c. Up to three (3) meetings for conventional bridge design
 - d. Up to one (1) meeting for Scrub Jay permitting services
 - e. Up to three (3) meetings for Gopher Tortoise permitting services
 - f. Up to one (1) meeting for cultural resources desktop analysis

SECTION B – TRAIL DESIGN

TASK 2A – TREE DISPOSITION PLANS

CONSULTANT will perform a site visit with two (2) professionals to document existing trees including condition rating, diameter at breast height (DBH), and point measurements for all grand trees as defined by Sarasota County Code of Ordinances. A condition ranking will be performed by an ISA Certified Arborist per the Guide for Plant Appraisal, 10th Edition, as established by the Council of Tree and Landscape Appraisers (CLTA) for each grand tree and heritage tree as defined by the City of North Port ULDC and Sarasota County Code of Ordinances.

Deliverables:

- Exhibit showing locations of all heritage trees in the City of North Port and all grand trees in Sarasota County.
- Tree observation data tables for all heritage and grand trees, including species identification, size, points, condition ranking, and photo documentation

CONSULTANT will prepare a tree mitigation plan depicting the diameter at breast height (DBH) measurements, species identification, and locations of existing trees and palms on the subject project. The tree mitigation plan will include mitigation calculations and proposed mitigation techniques limited to tree protection fencing and root pruning limits. Locations of existing trees will be based upon the surveyed conditions provided by the surveyor. The surveyor shall provide tree survey information including DBH and species identification as CogoPoints in AutoCAD (.DWG) format. Tree Disposition Plans will be submitted as part of the trail plans package and will be revised up to (2) times per Client and/or agency comments.

SECTION D – STRUCTURAL DESIGN

TASK 4.0 – STRUCTURAL DESIGN

The CONSULTANT shall provide the following additional services for the structural design of a conventional pedestrian bridge:

TASK 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

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.

SECTION F – ENVIRONMENTAL

TASK 6A – SCRUB JAY PERMITTING SERVICES

Based on information provided by Sarasota County and previous observations by CONSULTANT, potential habitat for the Florida scrub-jay (*Aphelocoma coerulescens*) may be present in the project corridor for the North Port Connector Trail. Most of the habitat in the corridor is scrubby pine flatwoods, an appropriate habitat for the scrub-jay. CONSULTANT's environmental scientists will conduct a site visit to determine the extent of suitable scrub-jay habitat onsite and develop a survey plan for the location of the survey station locations (approximately every 100 to 200 meters along the corridor). CONSULTANT will conduct a meeting with the US Fish and Wildlife Service (USFWS) to get approval of the survey station locations prior to the start of the survey. Following coordination with USFWS on the proposed survey plan, CONSULTANT staff will conduct a formal scrub-jay survey of the suitable habitat areas within the project boundaries. It is anticipated that there will be up to 30 survey stations needed to cover all potential habitat. Surveys will be conducted in general accordance with the USFWS Scrub Jay Survey Guidelines (August 2007) in appropriate areas determined by CONSULTANT to be potential scrub-jay habitat. The surveys must be completed sometime between March 1 and October 31.

Two biologists will conduct the survey at each station for 5 consecutive days unless unsuitable weather conditions (winds > 8mph or rain) prohibit surveying. If the weather prohibits survey on a given day, then the survey will be done as soon as possible so that there are as few days as possible between survey days. The survey will be conducted 1 hour after sunrise and will end by no later than 12:00 pm. Scrub-jay vocalizations will be played at each call station for one minute in each cardinal direction. Following field efforts, CONSULTANT will prepare a Florida Scrub-Jay Survey Report summarizing the results of the scrub-jay surveys. The report will include a description of the habitat, survey methodologies and a discussion of the survey results. A habitat map showing the individual habitats according to Florida Fish and Wildlife Conservation Commission Florida Cooperative Land Cover Classification System, location of transects, call stations, locations of scrub-jays noted and data forms summarizing the field survey will be included in the report. CONSULTANT will attend one meeting with the City of North Port to discuss implications to the construction schedule and to the permitting process with the US Army Corps of Engineers for the North Port Connector Project.

TASK 6B –GOPHER TORTOISE PERMITTING SERVICES

A 10% survey has been conducted for gopher tortoises in the North Port Connector project corridor. This preliminary survey indicated approximately 30 tortoise burrows within the corridor. CONSULTANT aligned the trail to avoid and minimize impacts to as many gopher tortoise burrows as possible. After this impact avoidance and minimization effort was conducted, it was determined that approximately 10 to 12 burrows will need to be excavated, as they are within the construction limits or are too close to the construction limits to not be affected. According to the Florida Fish and Wildlife Conservation Commission (FWC) survey methodology, it is estimated that the number of tortoises that may need to be relocated is between 6 and 8. As such, we may need to obtain a specific permit for relocating 10 or fewer. Because the project limits include mostly conservation lands, it is possible that tortoises affected by the project can be relocated within the adjacent conservation lands with specialized and approved Best Management Practices (BMP) implemented for the construction area.

These BMP measures were previously implemented on the earlier Legacy Trail Project through the Deer Prairie Creek Preserve and will need to be renegotiated with the FWC during the permitting process.

Task 6B.1

In accordance with FWC guidelines, CONSULTANT will perform a 100% gopher tortoise survey of potentially occupied and abandoned gopher tortoise burrows within the project area. Burrows will be located with GPS, and activity status and burrow direction will be noted. Any potentially occupied or active burrows identified during the 100% survey that will be impacted by the proposed development will require a gopher tortoise relocation permit from FWC. This task includes providing all of the exhibits and environmental narratives required to process the permit and any coordination with FWC to obtain the permit.

Task 6B.2

After a permit is obtained from FWC and within 90 days of construction, a follow-up survey will need to be conducted to verify final number of burrows to be excavated. This task will include coordination with FWC and providing additional burrow location maps, if necessary. It is assumed that any changes in burrow locations will be minor and not require a different type of gopher tortoise relocation permit. This task also includes an FWC application fee of \$300 and includes a subcontracted one-day excavation fee (operator, assistant, and equipment rental) of \$3,000. This task does not include any gopher tortoise recipient site mitigation fees or FWC mitigation contribution fees, which are not expected if we are successful with implementing the permitting strategy described above.

TASK 6C –CULTURAL RESOURCES DESKTOP ANALYSIS

CONSULTANT shall conduct a cultural resource desktop analysis to identify and evaluate cultural resources within a project's Area of Potential Effect (APE). In preparing this assessment, the CONSULTANT shall conduct the following objectives:

Records Review

- Record Search – obtain available Cultural Resource Assessment Survey (CRAS) reports recorded in the Florida Master Site File available from the Florida Division of Historic Resources.
- Aerial Photography Review – obtain and examine readily available historical aerial photographs of the site and surrounding vicinity to assess the potential for unrecorded historic properties. Aerial photographs will be researched to the earliest data that is reasonably obtainable.
- Review of Historical Maps – obtain and examine readily available fire insurance maps and historical topographic maps.

- Other Historical Sources – obtain and examine other historical sources relevant to the completion of the desktop review and analysis.

Data Analysis

- Recorded Cultural Resources Analysis – conduct a desktop review of existing cultural resources and spatial datasets available through a Geographic Information System (GIS) framework identify existing surveys and resources.
- Possible Unrecorded Cultural Resources Analysis – conduct a desktop review of historical sources and spatial environmental datasets to identify the potential for unrecorded cultural resources to be impacted by the proposed project.

Report Preparation

Upon completion of the tasks, CONSULTANT will prepare a summary report of the results of the desktop analysis and literature review. The report will focus on the following objectives:

- Summarize data to identify potential known constraints.
- Recommend Effects Determination of Undertaking on Historic Properties within the APE
- Recommend additional CRAS survey if needed to support the federal and state permit applications to comply with Section 106 of the National Historic Preservation Act, Florida Statutes (F.S.) 267 and 373 and adhere to standards set forth in Florida Rule Chapter 1A-46.

Consultation

- Consultation with the State Historic Preservation Officer (SHPO) as needed for concurrence on effects determination.
- Draft consultation correspondence for appropriate federally recognized tribes and other identified consulting parties if needed.

Cultural Resources work will not include the preparation of a CRAS for concurrence from the State Historic Preservation Office (SHPO).

SECTION G – POST DESIGN SERVICES

TASK 7.1 – POST DESIGN SERVICES – TRAIL

CITY desires to defer Post Design/Construction Administration Services for trail construction to future amendment. Task 7.1 in the Fee Schedule reflects a credit for this task. A future amendment will be required prior to construction for Post Design/Construction Administration Services associated with the trail and trailhead. The fee associated with Task 7.1 in the original contract will be reallocated to cover a portion of the tasks contained in this amendment.

SECTION H – BIDDING ASSISTANCE

TASK 11.0 – POST DESIGN SERVICES – TRAIL

The CONSULTANT will prepare and assemble construction bidding documents, including final OPC for the subject work and the construction contract, based on “Standard General Conditions of the Construction Contract” (EJCDC No. C-700) prepared by the Joint Contract Documents Committee. The CONSULTANT will coordinate with City of North Port Purchasing staff to support the issuance of bid packages for the submittal of quotations to perform the work a pre-bid meeting with potential bidders. The CONSULTANT will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. The CONSULTANT will prepare a written summary of this tabulation and evaluation and attend one (1) Selection Committee meeting with representatives from City of North Port to discuss selection of the successful contractor. Additionally, the CONSULTANT will respond to up to six (6) contractor RFI’s during the bidding process.

OTHER

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:

- 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.

FEE SCHEDULE

Fee and Expenses

CONSULTANT will perform the services described in the tasks described 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	ADDITIONAL FEE
SECTION A		
1.0	PROJECT MANAGEMENT, MEETINGS & COORDINATION	\$3,000
SECTION B		
2A*	TREE DISPOSITION PLANS	\$17,000
SECTION D		
4.0	STRUCTURAL DESIGN	\$38,000
SECTION F		
6A*	SCRUB JAY PERMITTING SERVICES	\$15,000
6B*	GOPHER TORTOISE PERMITTING SERVICES	\$13,000
6C*	CULTURAL RESOURCES DESKTOP ANALYSIS	\$7,300
SECTION G		
7.1	POST DESIGN SERVICES – TRAIL	\$29,500 (CREDIT)
SECTION H		
11.0*	BIDDING ASSISTANCE	\$5,000
12.0*	ADDITIONAL DESIGN SERVICES (AS REQUESTED BY CITY PM)	\$25,000
TOTAL LUMP SUM of ADDITIONAL SERVICES		\$93,800

*Denotes new task

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

SCHEDULE

Due to the uncertainty in timing for construction funding, the schedule is adjusted to a total of 213 days from the execution of this amendment until the end of design and permitting.