



City of North Port  
PURCHASING  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov)



## WORK ASSIGNMENT

DMK Associates

CONSULTANT

CONTINUING CONTRACT NO. & TITLE

2019-23 Professional Engineering Services

### THIS WORK ASSIGNMENT

WORK ASSIGNMENT #

2024-05-OF

AGENDA ITEM 24-0415 4/9/24 COM MTG

SHORT TITLE

Boca Chica Park Improvements

DATE SUBMITTED

3/19/2024

AMOUNT (LUMP SUM)

\$109,745.00

SCHEDULED COMPLETION

NTP-302 Days

### CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 2024

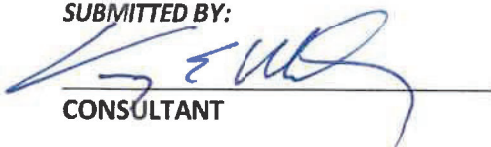
#### DEPARTMENT

TOTAL OF PREVIOUS ASSIGNMENTS	\$0
THIS WORK ASSIGNMENT	\$109,745.00
TOTAL WORK ASSIGNMENTS	\$109,745.00
ACCOUNT NO/PROJECT NO	152-3036-572-63-00 / P23PAS

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

1. All associated supporting documentation and justification for this work assignment is attached hereto.
2. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
3. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.
4. THIS WORK ASSIGNMENT SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$4,000,000 PER FLORIDA STATUTE 287.055 AS AMENDED.

#### SUBMITTED BY:

  
CONSULTANT

3/19/24  
DATE

#### APPROVED BY:

Sandy Pfundheller  
Digitally signed by Sandy Pfundheller  
DN: DC=northport, DC=city, OU=Departments, OU=Parks & Rec,  
OU=Public - City Hall, OU=Internal, CN=Sandy Pfundheller  
Reason: I am approving this document  
Location:  
Date: 2024.03.19 09:50:27 -04'00'  
Print PDF Editor Version: 12.1.1

DEPARTMENT DIRECTOR

Ginny Duyn  
Digitally signed by Ginny Duyn  
Date: 2024.03.20 09:17:01 -04'00'

PURCHASING

Juliana B. Bellia  
Digitally signed by Juliana B. Bellia  
Date: 2024.03.20 11:21:55 -04'00'

ASSISTANT CITY MANAGER

DATE

DATE

DATE

Lisa Herrmann  
Digitally signed by Lisa Herrmann  
Date: 2024.03.19 16:16:21 -04'00'

BUDGET ADMINISTRATOR

Kimberly Williams  
Digitally signed by Kimberly Williams  
Date: 2024.03.20 09:36:10 -04'00'

FINANCE DIRECTOR

CITY MANAGER

DATE

DATE

DATE

## **Exhibit A**

Work Assignment 2024-05-OF

Boca Chica Park Improvements

### Scope:

The City of North Port is experiencing unprecedented growth with the northeast side of the City identified as an area needing access to City parks to support the needs of residents. The City's Capital Improvement Program includes Project #P23PAS Boca Chica Neighborhood Park for the development of a primarily passive park with low impact recreational opportunities such as nature observation, walking, and enjoyment of open space. Results of a neighborhood survey show that development of a park in this area is supported by 96% of respondents. The majority of respondents prioritized a neighborhood park that features trees, natural shade and a walking path with amenities such as picnic tables, benches, small shelters, and parking. Walking paths should include accessible routes to amenities within the park, account for companion seating, and connect to existing sidewalks or pedestrian access points. There was also support for a playground. The City is seeking a nature themed, ADA accessible playground that incorporates natural features at the site and meets ASTM and CPSC playground safety standards. Final design should take into account preservation of the existing natural elements to the highest extent possible and Florida-native/friendly landscaping with irrigation. Security lighting/site lighting should be addressed as required by code and design will include infrastructure necessary to support the future installation of a camera system.

**Exhibit B**

**Work Assignment 2024-05-OF**

**Boca Chica Park Improvements**

**Pre-Construction Schedule**

<u>Description</u>	Estimated Calendar Days from Notice to Proceed to Completion
Provide a GMP	302 Days

**Exhibit C**

**Work Assignment 2024-05-OF**

**Fee Schedule for Work Assignment**

Fixed Fee for services described in the Scope of Services:	\$109,745.00
Owner’s Contingency (not-to-exceed Amount), if authorized:	\$0.00
<b>TOTAL CONTRACT NOT-TO-EXCEED AMOUNT</b>	<b>\$109,745.00</b>

Notes:

1. Additional services must be authorized in writing by the City prior to performing any such services.
2. Invoicing for services rendered must be monthly.

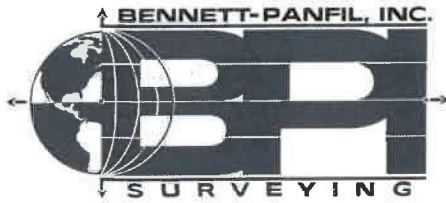




City of North Port - Contract 2019-23  
Professional Engineering Services for the City of North Port  
Boca Chica Park Improvements  
EXHIBIT B

Task	Description	Principal \$195	Sr. PM \$165	PM/Sr. Eng \$155	Eng/Surv \$135	3-Man Crew \$170	Cad Tech \$90	Admin \$60	Hrly Cost	Reimb	Consultant	Total Fee	Task Sum
1	Task 1. Project Management and Coordination												
	1.1 Kickoff Meeting		6						\$990			\$990	
	1.2 Project Management Coordination		38						\$6,270			\$6,270	
2	Task 2. Design and Permitting												\$71,375
	2.1 Obtain available information & site visit		14						\$2,310			\$2,310	
	2.2 Develop Conceptual Plan		20	16			20		\$7,580			\$7,580	
	2.3 Submit Conceptual Plan and revisions		2	2			4		\$1,000			\$1,000	
	2.4 Survey		6						\$990			\$9,190	
	2.5 Environmental Assessment		3	5					\$1,270		\$8,200	\$3,470	
	2.6 Landscape Architect		5	6					\$1,755		\$2,200	\$4,355	
	2.7 Design and detail facilities		8	16			16		\$5,240		\$2,600	\$5,240	
	2.8 Design and detail ADA walking path		4	8			12		\$2,980			\$2,980	
	2.9 SWFWMD Pre-app Meeting		2	2					\$640			\$640	
	2.10 Site plan development		6	16			20		\$5,270			\$5,270	
	2.11 Prepare and submit 30% Plans and comment revisions		6	6					\$1,920			\$1,920	
	2.12 Prepare and submit 60% plans, cost estimate and specifications		6	32			20		\$7,750			\$7,750	
	2.13 SWFWMD Application and documents submittal		2	8			12		\$2,650			\$2,650	
	2.14 Prepare and submit for City of North Port Staff Development submission		6	6			8		\$2,640			\$2,640	
	2.15 Address Staff Development & SWFWMD Comments		6	6			12		\$3,000			\$3,000	
	2.16 Prepare and submit 90% plans, cost estimate and specifications		6	16			12		\$4,550			\$4,550	
	2.17 Address 90% Review comments		6	6			12		\$3,000			\$3,000	
	2.18 Submit 100% complete plans, cost estimate and specifications		6				2		\$1,170			\$1,170	
	2.19 Final revisions to 100% review		6				4		\$1,350			\$1,350	
	2.20 Submit final electronic documents		2	4			4		\$1,310			\$1,310	
3	Task 3. Bid Phase Services												\$9,720
	3.1 Assistance during Pre-Bid		16						\$2,640			\$2,640	
	3.2 Assistance during Addenda revisions		16				4		\$3,000			\$3,000	
	3.3 Prepare conformed plans		16				16		\$4,080			\$4,080	
4	Task 4. Construction Phase Services												\$13,230
	4.1 Submittal review, responses and change orders as needed		16						\$2,640			\$2,640	
	4.2 Finalize record drawings		10				14		\$2,910			\$2,910	
	4.3 Progress meetings		24						\$3,960			\$3,960	
	4.4 Assistance with closeout items		16				12		\$3,720			\$3,720	
5	Task 5. Additional Services not included in Basic Services												\$8,160
	5.1 Additional Services		32				32		\$8,160			\$8,160	
6	Task 6. Contingent Services Not Included in Contract												\$18,830
	6.1 Geotechnical Services			2					\$310		\$7,500.00	\$7,810	
	6.2 Lighting		6	4					\$1,610		\$2,500.00	\$4,110	
	6.3 Design and detail ADA Parking Lot		6	8			12		\$3,310			\$3,310	
	6.4 SWFWMD Application and documents submittal - Parking Lot		4	12			12		\$3,600			\$3,600	
	Total Fee (Tasks 1-5)	\$0	\$51,480	\$24,025	\$0	\$0	\$21,240	\$0	\$96,745	\$0	\$13,000	\$109,745	\$109,745
	Total Hours (Tasks 1-5)	0	312	155	0	0	236	0	703				

[illegible]



## Bennett-Panfil, Inc.

742 Shamrock Blvd.  
Venice, FL 34293  
(941) 497-1290  
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March 4, 2024

Jeff R. Raykos, P.E.  
Vice President of Engineering  
DMK Associates, Inc.  
421 Commercial Court, Suites C-D, Venice, Florida 34292  
941-412-1293  
jraykos@dmkassoc.com

Re: Boca Chica Park – City of North Port (Parcel ID #'s 0962092319, 0962092301, and 0962092304)

Dear Mr. Raykos:

Thank you for contacting BPI regarding the project referenced above. Below you will find the scope of services and a price estimate and timeframe to perform the described work. Should you have any questions and would like to discuss this project further, please do not hesitate to contact us. If you would like to proceed with this estimate, please sign and return the attached "Authorization to Proceed" page.

Thank you,

B. Gregory Rieth, P.S.M., C.F.M.  
Vice President

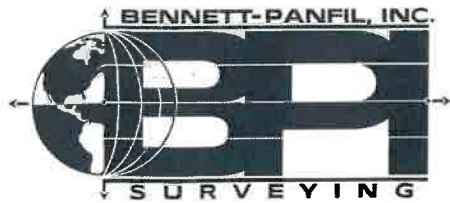
### Scope of services

Reference No. 1656

Prepare a Boundary, Topographic, and Tree Survey (4" diameter and larger). Survey limits shall be the center of the adjacent roadways. Also included will be locating the face of the adjoining building and/or pool cage corners.

**Cost estimate:** \$8,200.00  
**Estimated timeframe for completion:** 3-4 weeks

*Proposal Valid for 30 Days*



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### **Authorization to Proceed**

I, the undersigned, am authorizing BPI to proceed with the above-described services. I understand that if I cancel this work order, I may be subject to a cancellation fee or responsible for partial payment based on services rendered at time of cancellation. This signature also binds me to the Standard Terms and Conditions, attached.

**Name:**

**Company (if applicable):**

**Phone Number:**

**Email Address:**

**Mailing Address:**

**City, State, ZIP:**

**Authorized Signature:**

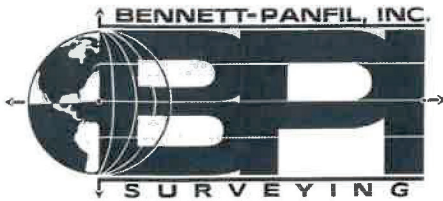
Additional work will be billed by the hour or by an additional contracted fee. Hourly rates are as follows:

#### **Field Crew Rates**

One-Man Robotic Survey Field Crew	\$140	per hour
Two-Man Robotic Survey Field Crew	\$160	per hour
Three-Man Robotic Survey Field Crew	\$180	per hour
One-Man Survey Field Crew (with GPS)	\$150	per hour
Two-Man Survey Field Crew (with GPS)	\$170	per hour
Terrestrial LiDAR Scanning Field Crew	\$190	per hour
Hydrographic Field Crew	\$210	per hour

#### **Office Rates**

Professional Surveyor & Mapper	\$160	per hour
Project Manager/Senior CAD Technician	\$110	per hour
LiDAR Technician	\$120	per hour
CAD Draftsperson	\$100	per hour
Administrative	\$55	per hour



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# Bennett-Panfil, Inc. Standard Terms and Conditions

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 22 below (the "Agreement") between **Bennett-Panfil, Inc.** ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 30 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us.

If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.

2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness and completeness of any document which was prepared by another entity.
  - b. The correctness and completeness of any drawing prepared by us unless it was properly signed and sealed by a registered professional on our behalf.
  - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
  - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-sitework.
  - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
  - f. Site safety or construction quality, means, methods, or sequences.
  - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
  - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
  - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

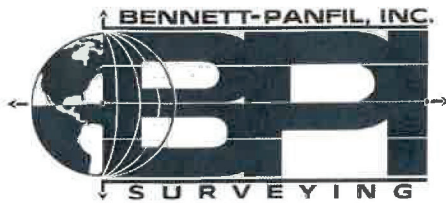
Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

Our Services shall not be construed as providing legal, accounting, or insurance services.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Strayer Surveying trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, you agree that we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-U (U.S. Department of Labor Consumer Price Index-Tampa-St. Petersburg-Clearwater), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other

*Proposal Valid for 30 Days*





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agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due, for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.

- 9. Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds, CAD files and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps, and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals, and decisions, as required for the orderly progress of the Services. You assume the sole responsibility for determining whether the quantity and nature of the work requested of us under this Agreement is adequate and sufficient for your intended purpose.
- 10. Meetings and Conferences.** Meetings and conferences are not deemed to be a part of, or included in, the Agreement. Any required meetings or conferences by You or any public agencies may be billed at our current hourly rates at our discretion.
- 11. Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
- You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
  - If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
  - If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
  - We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

- 12. Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 13 of the STCs.
- 13. Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
- 14. Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
- 15. Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, except that we are permitted to transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 15 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 9, 11, 12, 15, 19 and 21 of this Agreement. Despite anything in this Paragraph 15 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render

Proposal Valid for 30 Days



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the Services and we may assign our right to receive compensation under this Agreement.

- 16. Applicable Law and Forum Selection.** The laws of the State of Florida shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 17 below, the parties agree that the courts of Sarasota County, Florida, and the Federal District Court, Middle District of Florida, Tampa Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties' consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
- 17. Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Sarasota County, Florida in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 16 above.
- 18. Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
- 19. Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Further, no portion of this Agreement shall be construed to provide indemnification to you by us, for any reason.

### PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

- 20. Payment of Attorney's Fees.** The prevailing party in any legal proceeding hereunder, including arbitration, shall be entitled to recover all of its costs and expenses, including attorneys' fees, professionals' fees, and expert witness or consultant fees, including but not limited to those incurred on appeal or during the collection of any judgment hereunder, from the non-prevailing party.
- 21. Indemnification.** You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 21 in the event of our sole negligence. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project.
- 22. Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.



February 22, 2024

DMK Associates  
421 Commercial Court, Suite C  
Venice, FL 34292

Reference: **3274 N ACCESS ROAD LOTS 20-24  
CHARLOTTE COUNTY, FLORIDA  
ENVIRONMENTAL CONSULTING SERVICES**

Thank you for allowing our firm to propose professional services for the above referenced project. The following is an outline of the proposed services and associated fees necessary to complete the project:

### **SCOPE OF SERVICES**

- A. Protected Species Assessment—This task includes field and office work necessary to conduct a protected species assessment in accordance with Florida Fish and Wildlife Conservation Commission (FWC) guidelines. The survey will be conducted by walking transects throughout the entire parcel to ensure that at least 80% of the habitats on-site are surveyed for the presence of protected species, as required by Charlotte County. A report summarizing the results of the survey with vegetative descriptions for all habitats found onsite, along with a vegetation map utilizing the Florida Land Use, Cover and Forms Classification System (FLUCCS) and mapping of the location of any protected species found to be utilizing the parcel will be provided. This task does not include permit applications for any protected species found to be utilizing the parcel.

### **FEE FOR SERVICES**

We will perform the above services on lump sum basis invoiced as services are rendered as follows:

A.	Protected Species Assessment	\$2,200.00
	<b>TOTAL</b>	<b>\$2,200.00</b>



This proposal, and the three (3) pages of General Conditions, represent the entire understanding between you and Ian Vincent and Associates with respect to the Project and may only be modified in writing signed by both parties. If this proposal satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this proposal in the space provided and return by email or mail to Ian Vincent and Associates, 4050 Rock Creek Drive, Port Charlotte, FL 33948.

This proposal is offered for a period of ninety (90) days from the above date.

Sincerely,  
**Ian Vincent and Associates**

*Ian M. Vincent*

Ian M. Vincent  
Principal Ecologist

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

\_\_\_\_\_, \_\_\_\_\_ for  
Print Name Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

## GENERAL CONDITIONS

1. This Proposal and the anticipated scope of services to be provided by Ian Vincent and Associates requires that the Client provide all information as to its requirements for the Project, examine and respond promptly to Ian Vincent and Associates submission, and give prompt written notice to Ian Vincent and Associates whenever the Client observes, or otherwise becomes aware of, any defect or dissatisfaction with the services provided by Ian Vincent and Associates.
2. In order for Ian Vincent and Associates to perform its proposed services, the Client must provide Ian Vincent and Associates with the following:
  - A. All required permit application documentation and all fees for all government agencies or utilities having jurisdiction over the Project. Ian Vincent and Associates does not advance any application fees, etc., and expects the Client to furnish these at the time of submittal.
  - B. Provide sufficient documentation verifying the Client has authorization or ownership over the Project to make applications and receive governmental and utility permits, and to bind the property owners and their successors to any permit conditions or requirements.
  - C. Make all necessary provisions to guarantee Ian Vincent and Associates ability to enter upon public and private property of the Project.
3. All services rendered in this contract and reimbursable expenses will be invoiced monthly and payment is due within thirty (30) days of the invoice date. If Ian Vincent and Associates does not receive payment within thirty (30) days of the invoice date, the invoice amount will be assessed a finance charge in the amount of 18% per annum from said thirtieth day. If any invoice payment is not received within 30 days of the invoice date, Ian Vincent and Associates reserves the right to suspend any or all services without notice until full payment is made. The Client agrees that Ian Vincent and Associates shall not be liable for its failure to perform any services or obligations set forth in this Proposal while services are suspended by reason of the Client's failure to timely remit payment in the manner identified above.
4. Out-of-pocket expenses beyond what is typically required including, but not limited to, county aerials or maps, deeds, air travel, blueprints, outside consultants, express mailing or delivery charges, long distance phone calls and mileage will be billed as an extra.
5. In the event of substantial failure by either Ian Vincent and Associates or the Client to perform in accordance with the terms contained herein, through no fault of the terminating party, either party shall have the right to terminate this Proposal upon three (3) days written notice. In the event of termination, Client agrees to pay Ian Vincent and Associates for all services rendered and expenses incurred to the date of termination, plus reasonable costs incurred by Ian Vincent and Associates in terminating this Proposal. Failure to make payment when due shall be considered a substantial failure to perform by the Client and grounds for termination.
6. Ian Vincent and Associates and the Client acknowledge that this Proposal shall be controlled by the laws of the State of Florida. In the event of a dispute, Charlotte County, Florida shall be the proper venue for any action brought hereunder. In the event that the Client breaches this Proposal, or if this contract is placed in the hands of an attorney for collection, then Ian Vincent and Associates shall be entitled to recover from Client all

reasonable attorney's fee and costs incurred by reason of Client's breach.

7. To the fullest extent permitted by law, and notwithstanding any other provision of this Proposal, the total liability, in the aggregate, of Ian Vincent and Associates, its officers, directors, employees, agents, and consultants, and any of them, to Client and anyone claiming by, through, or under Client, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the services rendered by Ian Vincent and Associates under this Proposal from any cause, including but not limited to the negligence, professional errors, or omissions, strict liability, breach of contract, or warranty (express or implied) of Ian Vincent and Associates, its officers, directors, employees, agents or consultants or any of them, shall not exceed the compensation actually received by Ian Vincent and Associates under this Proposal.

8. Ian Vincent and Associates represents to the Client that Ian Vincent and Associates services shall be performed in accordance with those standards of care, skill and diligence and those practices and procedures which are at this time commonly followed by engineers in performing the same or similar services in the locale where Ian Vincent and Associates office is located.

9. The services to be provided by Ian Vincent and Associates are being performed solely for the benefit of the Client, and no benefit is meant to be conferred upon any other person or entity, and no such other person or entity should rely upon Ian Vincent and Associates performance of those services to the Client. No claim against Ian Vincent and Associates shall accrue to any contractor, subcontractor, consultant, architect, supplier, fabricator, manufacturer, lender, tenant, surety, purchaser, or any other third-party as a result of the performance or non-performance by Ian Vincent and Associates of services.

10. Notices - All notices shall be addressed to the parties at the addresses stated on the first page of this Proposal and shall be considered as delivered when postmarked, if dispatched by certified or registered mail, or when received in all other cases.

11. The Client and Ian Vincent and Associates agree to waive all claims against the other for any consequential damages that may arise out of or relate to this Proposal. The Client agrees to waive all consequential damages including but not limited to the Client's loss of use of the Property, delay damages, any rental expenses incurred, loss of service of employees, finance charges, or loss of reputation. Ian Vincent and Associates agrees to waive damages including but not limited to, loss of profits not related to this Project, or loss of reputation.

12. Except as provided above, neither party shall assign or transfer any interest in this Proposal without the prior, express, and written consent of the other which may be withheld for any reason.

13. Nothing in this Proposal shall be construed as creating any personal liability on the part of any officer, agent or employee of Ian Vincent and Associates, nor shall it be construed as giving any rights or benefits under this Proposal to anyone other than the parties to this Proposal.

14. The failure of either party to this Proposal to insist upon the performance of any of the terms and conditions of this Proposal, or the waiver of any breach of any of the terms and conditions of this Proposal, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue to remain in full force and effect as if no such forbearance or waiver had occurred.

15. If any action is filed in relation to this Proposal, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees and costs including those incurred upon appeal.

16. The invalidity of any portion of this Proposal shall not be deemed to affect the validity of any other provision. If any provision of this Proposal is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

17. This Proposal shall constitute the entire agreement between the parties and prior understanding or representation of any kind preceding the date of this Proposal shall not be binding upon either party except to the extent incorporated in this Proposal.

18. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if placed in writing and signed by an authorized representative of each party.

                      
Client Initial

**TERRESCAPE INC**  
**YVONNE R. HALL**  
**Landscape Architect**

March 4, 2024

DMK & Associates Inc  
421 Commercial Court, Suites C-D,  
Venice, Florida 34292

**PROPOSAL FOR SERVICES**

**Re: Boca Chica Park**

Prepare and provide Landscape Buffer Plans, Vehicle Use Area Requirements City of North Port tree planting requirements and irrigation plans for the proposed project, Boca Chica Park, North Port FL. Plans are to include all information required by City of North Port for approval and permitting. Final site plan and tree inventory in electronic form shall be provided by others (Site Engineer or Architect) for preparation of Landscape Architectural Plan.

Complete plans, electronically sealed for submission. Minimum requirements \$2600.00

Payment is due in full at completion and receipt of plans.

Additional services available under separate contract.

I look forward to working with you.

Yvonne R. Hall, RLA,  
Terrescape Inc.

\_\_\_\_\_  
Acceptance of Proposal

\_\_\_\_\_  
Date



December 15, 2023

Manuel Abreu, Project Manager  
City of North Port  
Public Works Department  
1100 N. Chamberlain Blvd.  
North Port, Florida 34286

RE: Request for Letters of Interest No. 2024-05-OF  
Boca Chica Park Improvements

Dear Mr. Abreu:

DMK ASSOCIATES, INC. (DMK) is pleased to respond to the City of North Port's Request for Letter of Interest to assist in the civil engineering design of Boca Chica Park. DMK is a local consultant with offices in Englewood and Venice. At DMK, our professionals share one common goal; to make our clients successful. We combine creative yet practical solutions with a strong sense of urgency, and a driven focus to create bottom line value for our clients and achieve the specific needs for their projects. This mindset is demonstrated in the quality of our work, which can be seen in the successfully completed William R. Gaines Jr. Veterans Memorial Park in Port Charlotte or Bayfront Park located in Longboat Key discussed in detail later in this letter.

The quality of the finished product is just the tip of the iceberg. There is a significant amount of hard work that goes unseen, which is equally important. For example, as Charlotte County's lead design consultant for William R. Gaines Jr. Veteran Memorial Park, DMK completed both phases of the park improvements on time and under the original budgeted design fee. Additionally, our value-added services resulted in the ability to obtain the necessary environmental permits from the United States Army Corps of Engineers in record time. Fortunately, DMK had the foresight to modify the Statewide Environmental Resource Permit to save the County thousands of dollars on long term annual mitigation maintenance costs. These are cost savings that Charlotte County will benefit for years to come.

We look forward to providing our services on this wonderful park project. The following sections provide our approach to the Boca Chica Park project as well as showcase our experience on similar projects and brief curriculum vitae of the Project Design Team.

### **Project Approach**

The DMK team will provide professional survey, data collection, site analysis, schematic design, design development, bid and construction phase services, environmental consulting services and permitting assistance. One of the most important aspects to our project approach is access to our Project Manager, Tom J. Ballenger, P.E. and Principle in Charge, Kreg E. Maheu, P.E. To ensure proper communication and quality assurance we always create ease for two-way communication from project start to finish. We also have the great asset of being local for in-person, one-on-one meetings with necessary stakeholders. Knowing how important communication is for the betterment of all working relationships we will provide all necessary information and reports to all stakeholders and contractors. Additionally, we will make ourselves available to ensure a smooth transition between milestones of the project, to make sure all stakeholders are up to date. DMK will also provide completion update reports and a one month look ahead. Our specific approach to this project is defined below.

### ***Project Management and Coordination***

Initially, DMK will coordinate with Manuel Abreu to set up and attend a project kick-off meeting on site at Boca Chica Avenue, North Port to better and fully understand the needs of the City on this project. The on-site meeting location is to assess the existing conditions of the project area and

#### **REFERENCES:**

*Casey Rodman, Projects Coordinator*  
Planning & Zoning  
Charlotte County Community Development  
941.743.1230  
[Casey.rodman@charlottecountyfl.gov](mailto:Casey.rodman@charlottecountyfl.gov)

*Lacey Solomon, Projects Manager*  
Charlotte County Community Services  
941.613.3238  
[Lacey.solomon@charlottecountyfl.gov](mailto:Lacey.solomon@charlottecountyfl.gov)

*Trey Jayne, Construction Manager*  
Hurricane Recovery  
Charlotte County Public Schools  
941.575.5400 Ext. 1333  
[Trey.jayne@yourcharlotteschools.net](mailto:Trey.jayne@yourcharlotteschools.net)

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**[www.dmkassoc.com](http://www.dmkassoc.com)**

**Englewood Office** 2861 Placida Road, Unit A, Englewood, FL 34224 · Phone (941) 475-6596 · Fax (941) 475-1881  
**Venice Office** 421 Commercial Court, Suites C-D, Venice, FL 34292 · Phone (941) 412-1293 · Fax (941) 412-1043

evaluate the site for potential opportunities and constraints. The meeting will be conducted with the City Project Manager, Manuel Abreu, and the necessary department directors and representatives (NPPW and Parks staff). We will review a concept program for the site with the City and take into consideration the limitations of the existing site and the objectives of the project. This task will include several project coordination meetings, consultations with local permitting agencies and City representatives.

#### *Data Collection*

Once the general aspects of the design are reviewed and approved by the County, DMK will collect all necessary site data, including topographic surveys, environmental data, geotechnical data, and existing permits. We will schedule and attend preliminary meetings, as necessary, with the Southwest Florida Water Management District (SWFWMD), Sarasota County DRC, Utilities and other regulatory agencies having jurisdiction over the site. The input received will be documented and reported to County representatives.

A project's success is often defined by the amount of support it gets from the impacted community. We are pleased to see that this project has already been introduced to the neighborhood and has received input on the design features. DMK will present exhibits and answer any questions the public may have regarding this project once we meet that stage.

#### *Permitting Phase*

This phase will allow DMK to collect the necessary data and prepare the required studies for design and permitting. This phase will be closely coordinated with the Schematic Design Phase to arrive at an acceptable design that is suitable for the submission of permit applications to State and Federal agencies. Given a quick glance, it seems the permitting for this site is minimal depending upon environmental findings and the final features chosen for the City's park improvements.

#### *Design Development Phase*

The Design Development Phase will coordinate and refine design with staff and the respective advisory personnel to result in the selection of materials and building systems. During this phase DMK will provide a progress set of plans including an opinion of cost to review with the County and stakeholders. Permitting is intertwined with the design phase and fully implemented in the design on 60% plans submission. It is at that time our engineers apply for permits through local and state agencies. The design and permitting portion of the project is anticipated to be 175 calendar days from commencement of work. The major design elements of this project are expected to include features such as:

1. Nature walking trails with natural landscaping features and Neighborhood accessibility
2. Common Areas for gathering (Picnic Tables, Benches, Pole Structures)
3. Playground
4. Infrastructure for the future installation of a camera system

Upon receipt of permits, DMK will incorporate permit conditions and develop Bid Phase Documents and Final Construction Plans with Technical Specifications. The final working drawings will contain large scale details and specifications meeting standard codes for obtaining bids, so that the County may select a contractor for construction. A final opinion of probable cost will also be provided to the County.

#### *Deliverables:*

- 100% Construction Plans, specifications, and details submitted via Electronic copy
- Specifications and other exhibits will be submitted as Word Document and PDF



### Bid Phase

Engineer will attend one (1) pre-bid meeting to obtain bidders written questions regarding interpretation and clarification of Contract Documents. Engineer will provide one (1) written response to bidder questions. Plans changes or modifications made as a result of a clarification will be incorporated into the construction documents and Engineer will issue conformed construction documents.

### Construction Phase

DMK will review the construction during milestones to provide greater assurance to the City that the project is being constructed in substantial conformance with the approved plans and specifications. The construction observation services shall consist of the following:

1. Respond to RFI's during construction
2. Review and process shop drawings
3. Provide final inspection and punch list for substantial and final completion of the project.
4. Coordinate as-built documentation with the Contractor's surveyor.
5. Final observation and certification to the County & all other pertinent agencies, that the project has been completed in substantial conformance with the plans and specifications.

Our intent for Boca Chica Park is to create a project that blends the proposed design elements within the existing natural park like setting. Our hope is to assure that this park remains a destination where multiple generations can enjoy the serene outdoors.

### Similar Design and Permitting Experience

#### *William R. Gaines, Jr. Veterans Memorial Park – Charlotte County*

In 2018, DMK was retained by Charlotte County's Facilities Construction & Maintenance Department to design and permit the first phase of improvements for the William R. Gaines Jr. Veterans Memorial Park. Services provided by DMK included professional survey, data collection, master site planning, playground design, structural engineering, site lighting, landscaping, stormwater management design, permitting and environmental services.

Through close coordination with Charlotte County, DMK transformed ideas and concepts into reality. Phase 1 included the addition of ADA accessible paved parking and overflow grass parking, a second park entrance at the Edgewater Drive/Port Charlotte Boulevard roundabout, ADA accessible sidewalks and pathways, a picnic pavilion, Florida friendly landscaping, irrigation, wetland mitigation and a military service themed playground incorporating ADA accessible elements for children. DMK provided all permitting services to navigate through the United States Army Corps of Engineers (USACE), Southwest Florida Water Management District (SWFWMD), and Charlotte County. Through construction, DMK worked with the County's Construction Manager (CM) at risk to deliver the project at a guaranteed price. Phase 1 of the project was completed on schedule, with the Ribbon Cutting Ceremony held in September 2020.

#### *Bayfront Park, Longboat Key, FL*

DMK Associates, Inc. assisted in developing a park plan for the Town of Longboat Key. Bayfront Park was an existing facility complete with ball field and community meeting room. The existing park has needed updating for years and the Project Architect had been selected to provide complete, biddable plans for modernizing the park amenities. Services performed for the Town included planning, environmental consulting, design, and construction related consultation services. DMK was requested by the team to provide all services related to land surveying, site planning, stormwater management, seawall and dock permitting, utility designs and permitting, assistance with FDEP permitting for activities seaward of the Coastal Construction Control Line



and general coordination with the Architectural and Planning group charged with obtaining public and local input. In developing plans, public involvement was necessary to make sure that the product is meaningful and useful to the surrounding community. In assistance to the design team, DMK provided insight and expertise regarding public utilities, stormwater management, site development, grading, and project paving.

### **DMK Team**

The Project Design Team proposed consists of a streamlined group of engineers, surveyors and ecologists experienced in the design and permitting park projects, with a thorough knowledge of the William R. Gaines, Jr. Veterans Memorial Park and permitting processes. This team includes:

*Tom Ballenger, P.E. Project Manager* - Mr. Ballenger will lead the Project Design Team and manage the design of all the improvements. He will oversee the approval process and the permitting of the project. Mr. Ballenger has over 25 years of experience as a civil engineer covering multiple disciplines. Mr. Ballenger has been involved in many aspects of civil engineering including land development, stormwater systems, transportation, and planning projects as designer, project engineer and project manager. He has extensive knowledge with local, state, and federal permitting application processes and his experience also includes QA/QC, construction engineering & inspection, and contract administration. Tom is currently looking for new projects to take the place of those he has recently closed out. For instance, Tom has just completed a utility study for Neal Communities and is about to close out another Charlotte County Park Improvement project. All references provided are in regards to his projects.

*Hugh Dinkler, PWS.* – Hugh will provide all Environmental consulting for the project. He has worked for the Southwest Florida Water Management District during the state's transition to the Environmental Resource Permitting process and as the Environmental Manager of the Sarasota Regulation Department for 8 years. He has served as an environmental consultant since 2004. Mr. Dinkler's disciplines and specialties include, but are not limited to, wildlife and plant surveys, wetland and upland ecological assessments, restoration design and habitat management plans, regulatory and proprietary permitting and compliance, water quality, wetland delineations and hydroperiod establishment, expert witness and litigation, and water-use permitting support.

*Jay McLeod, PSM.* - Vice President of Surveying for DMK, Mr. McLeod will manage all the surveys necessary for the project. Over the last 30 years, Mr. McLeod has surveyed or managed project efforts for thousands of sites throughout North Port, Port Charlotte, Englewood, and Punta Gorda.

The DMK Team has an accomplished and proven history of providing design, permitting and assistance during construction for similar projects in Southwest Florida. Our Team's thorough knowledge of projects of this scope and our experience in the design and permitting of park improvements, will assure the successful completion of the Design and Construction of Boca Chica Park. Thank you in advance for your consideration.

Sincerely,

DMK ASSOCIATES, INC.



Kreg Maheu, P.E.  
President



**CITY OF NORTH PORT  
PROFESSIONAL ENGINEERING SERVICES  
CONTINUING CONTRACT NO. 2019-23  
THIS IS NOT AN ORDER**

<b>Date:</b>	<b>10/30/2023</b> <b>REV:</b> <b>11/30/2023</b>
<b>Page:</b>	<b>1 of 3</b>

**CITY OF NORTH PORT  
Public Works Department  
1100 N. Chamberlain Blvd.  
North Port, Florida 34286**

**Contact Person: Manuel Abreu, Project Manager  
Contact Phone: 941-302-4057  
Contact Fax: N/A  
Contact Email: [mabreu@cityofnorthportfl.com](mailto:mabreu@cityofnorthportfl.com)**

**Reply No Later Than: ~~November 17, 2023 @ 2:00 p.m. (DST)~~  
Revision: December 16, 2023 @ 2:00 p.m.**

**REQUEST FOR LETTERS OF INTEREST NO. 2024-05-OF**

**BOCA CHICAPARK IMPROVEMENTS**

The City of North Port Public Works Department (NPPW) is currently accepting Letters of Interest from all the firms within Contract No. 2019-23, Professional Engineering Services – Continuing Services Contracts for City of North Port Public Works.

**INTENT:** It is the intent of the City to secure professional engineering services to design and permit, provide bidding assistance, and provide limited construction phase services associated with the development of a new park located on Boca Chica Avenue between Ponds Street and Oceanside Street on 4.19 acres.

**BACKGROUND/SCOPE OF SERVICES:**

**BACKGROUND:**

The City of North Port is experiencing unprecedented growth with the northeast side of the City identified as an area needing access to City parks to support the needs of residents. The City's Capital Improvement Program includes Project #P23PAS Boca Chica Neighborhood Park for the development of a primarily passive park with low impact recreational opportunities such as nature observation, walking, and enjoyment of open space. Results of a neighborhood survey show that development of a park in this area is supported by 96% of respondents. The majority of respondents prioritized a neighborhood park that features trees, natural shade and a walking path with amenities such as picnic tables, benches, small shelters, and parking. Walking paths should include accessible routes to amenities within the park, account for companion seating, and connect to existing sidewalks or pedestrian access points. There was also support for a playground. The City is seeking a nature themed, ADA accessible playground that incorporates natural features at the site and meets ASTM and CPSC playground safety standards. Final design should take into account preservation of the existing natural elements to the highest extent possible and Florida-native/friendly landscaping with irrigation. Security lighting/site lighting should be addressed as required by code and design will include infrastructure necessary to support the future installation of a camera system. The project is funded by a combination of Park Impact Fees and Surtax allocated in Fiscal Year 2023 in the amount of \$300,000.

**SCOPE OF SERVICES**

**TASK 1- PROJECT MANAGEMENT AND COORDINATION**

This task will include overall project management by the consultant and coordination with attendance at project meetings, one presentation at a neighborhood meeting, and assistance with any permitting coordination as needed. This task will include a project kickoff meeting with NPPW and Parks staff to review the project, address regulatory concerns/restrictions, and any items pertinent to the progress of the project.

Additional data may be requested as needed. The firm will work with NPPW staff to acquire the information. This may include phone calls, meetings, site visits and email communications with staff.

## **TASK 2 – DESIGN AND PERMITTING**

The selected firm shall conduct survey and data collection needed to perform design and permitting services for the new park and related amenities. Submittals shall be as follows:

30%:

- Plans for review and comment by the City.
- Pre-applications meetings with authorities having jurisdiction.
- Estimate of probable construction cost, including any alternate material options.
- Presentation of schematic plan in a neighborhood meeting

60%:

- Feedback from permitting authorities and City staff will be incorporated into the project design for an 60% plan review.
- Permit applications

100%:

- Specifications for the project will conform to the City's procurement procedures and related front-end document. Coordination with permitting agencies regarding the applications should be on-going
- Include written responses to the 60% submittal review comments, technical specifications required for the project, and receipt of all necessary regulatory permits.
- Final plans submittal shall consist of signed and sealed plan, and technical specifications that includes any changes from the 100% plans review comments and regulatory agency permits issued for the project.

## **TASK 3 – BID PHASE SERVICES**

The firm will assist the City in answering the Construction Manager's/Bidder's questions of a technical nature via addenda during the bidding process. Upon issuance of the final addenda, the firm will issue a signed and sealed conforming set of plans and specifications for use by the Construction Manager on the project.

## **TASK 4 – CONSTRUCTION PHASE SERVICES**

The firm will review submittals and answer RFI's during construction. Site visits will only be required for milestones. The firm will utilize as-built information provided by the Construction Manager to finalize record drawings, complete construction certification forms, and submit same to the regulatory agencies to certify the project. The firm shall provide services as needed for regulatory permitting.

## **DELIVERABLES**

The firm shall provide an electronic copy of their plans, specifications, and details. The specifications and all other written material will be provided electronically in Word format and portable document format (pdf). Once this contract is complete, the specifications, and details will become the property of the City of North Port.

## **LETTER OF INTEREST (LOI) REQUIREMENTS**

Proposals shall include a project plan which specifies the firm's understanding of project and required deliverables; ability and relevant expertise/qualifications of the firm's personnel to be used in performing the service; availability of staff and ability to meet project schedule (allowing ten business days for city review/comment of each submittal); the firm's proposed cost saving measures for the project and enhancements for the project, if any; and provide a schedule that will meet the timeline requirements of this project.

Engineers are to provide references for at least three (3) similar projects within the last ten (10) years. Name, title, email, and phone numbers are required for appropriate contact for each reference.

LOI are to include the names of all subconsultants to be used on this project.

**E-VERIFY SYSTEM:** The City, Consultant and every subconsultant shall register with and use the E-Verify system of the United States of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A Consultant who enters into a contract with a subconsultant, must require that the subconsultant provides the Consultant a certification by affidavit stating that at the time of such certification and during the term of the contract, the subconsultant does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C.S. 1324A (H)(3). The Consultant shall comply with all other federal laws pertaining to the subconsultant.

## **ATTACHMENTS**

1. Conflict of Interest Form
2. Disclosure for Consultant, Engineer, Architect
3. Scrutinized Companies Form
4. Statement of Non-Submittal
5. E-Verify
6. Project aerial

## **EVALUATION CRITERIA**

In order to be considered, a proposal must comply with all requested information/data in this RLI. Submittals will be judged according to requirements section of the RLI and in conformance with submission requirements. The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City's decision will be final.

City of North Port determination of the RLI response includes but is not limited to the following factors (not ranked in any particular order of importance):

1. CONSULTANT'S understanding of project and required deliverables included a draft scope of services
2. Previous experience of CONSULTANT related to described project
3. Proposed detailed approach for completing the described project
4. Cost to perform the described project
5. Timeline and milestones needed to complete the described project
6. Sub-consultants necessary for the completion of the described project and the reasoning for their necessity
7. Any cost saving measures for the described project

Please Note: The Conflict-of-Interest Form and Disclosure for Consultant, Engineer, Architect, Scrutinized Business and eVarify Form must be submitted with proposals for consideration.

Any questions concerning this project must be submitted via email to Manuel Abreu - [mabreu@northportfl.gov](mailto:mabreu@northportfl.gov), respectively no later than November 10 , 2023.

All firms within Contract No. 2019-23 are encouraged to submit a letter (not to exceed four (4) single-sided pages including references) that provides the above information and adequately expresses why it would be in the City's best interest to select the submitting firm(s).

Any questions concerning this project must be submitted via email to Manuel Abreu at [mabreu@northportfl.gov](mailto:mabreu@northportfl.gov) respectively no later than ~~November 17<sup>th</sup>, 2023.~~

**REVISION: DECEMBER 9<sup>TH</sup> 2023**

All firms within Contract No. 2019-23 are encouraged to submit a letter (not to exceed four (4) single-sided pages including references) that provides the above information and adequately expresses why it would be in the City's best interest to select the submitting firm(s).

**LETTERS OF INTEREST ARE TO BE DELIVERED TO THE PUBLIC WORKS DEPARTMENT  
ON OR BEFORE ~~NOVEMBER 17, 2023 AT 2:00 P.M. (EST)~~ VIA EMAIL TO:**

**REVISION: DECEMBER 16<sup>TH</sup> 2023 @ 2 P.M.**

**Manuel Abreu : [MABREU@NORTHPORTFL.GOV](mailto:MABREU@NORTHPORTFL.GOV)**

**EXHIBIT “A”**  
**CONTRACT 2019-23**  
**PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF NORTH PORT**

**Boca Chica Park Neighborhood Park Improvements**

**SCOPE OF SERVICES**

**Introduction:**

This project is for the development and construction of Boca Chica Neighborhood Park, located on Boca Chica Avenue between Ponds Street and Oceanside Street on 4.67 acres in the City of North Port. The proposed project includes three (3) parcels, PID No. 0962092301 (0.25 acres), PID No. 0962092304 (0.23 acres), and PID No. 0962092319 (4.19 acres) for a total project area of 4.67 acres. The project will include a passive park with low impact recreational opportunities such as nature observation, walking, and enjoyment of open space. In addition, it is anticipated that ADA-compliant parking spaces, interactive play areas, and a walking path will be included. A detailed scope of services follows:

**Scope of Services:**

**1.0 Project Management and Coordination**

- 1.1 Attend kickoff meeting with City staff to review the project and regulatory concerns.
- 1.2 Project management coordination with City staff and CMaR including phone calls, site visits (max. 2), meetings (max. 5) and email communication.

**2.0 Design and Permitting**

- 2.1 Obtain available information from the CITY, including plans, existing drainage, utilities and other property information. Conduct a field inspection and document existing conditions with field notes and photographs.
- 2.2 Based on the information gathered in Task 1.0 during the kickoff meeting, develop a Conceptual plan for the park and address ADA compliance issues.
- 2.3 Submit conceptual plan to the City for review and concurrence. Revise Conceptual plan based on City review comments.
- 2.4 Provide a boundary, topographic, and tree survey of the park properties that extends to the centerline of existing streets where the property fronts along those streets.
- 2.5 Contract with an Environmental Scientist to provide an Environmental Assessment of the property, including wetlands, species assessment, and arborist services.
- 2.6 Contract with a Landscape Architect to provide a minimum code compliant landscape plan for submittal to the City of North Port’s development review process.

- 2.7 Design and detail the walking path, interactive play areas, and code minimum landscaping. Determine walking path material, grading, and future camera system.
- 2.8 Design and detail ADA compliant walking path as shown on the Conceptual plan.
- 2.9 Schedule and attend a pre-application meeting with the Southwest Florida Water Management District (SWFWMD) to review the project and to confirm Environmental Resource Permitting (ERP) requirements.
- 2.10 Submit preliminary design plans (30%) and preliminary cost estimate to City staff to review and provide comments for final design.
- 2.11 Following the SWFWMD pre-application meeting, and following the preliminary plan review by the CITY, the Engineer shall incorporate all pertinent comments and prepare construction plans complete, including:
- Key/Cover Sheet
  - General Notes, legend, and typical section
  - Project Layout Sheet
  - Grading Plan
  - Detail Drawings
  - Best Management Practice Drawings
  - Site Lighting plan and Details
  - Construction specifications shall be the latest FDOT specifications applicable to this project.
- 2.12 Submit final design plans (60%), specifications, and cost estimate to City staff for review and comment.
- 2.13 Submit SWFWMD ERP application package with required exhibits including, report and best management plan and details.
- 2.14 Prepare and submit information to the City for Staff Development Review.
- 2.15 Prepare and resubmit responses to SWFWMD ERP comments and Staff Development comments and obtain required permits.
- 2.16 Submit final design plans (90%), specifications, bid forms and cost estimate to City staff for review and comment.
- 2.17 Address 90% review comments for plans, specifications, and cost estimate.
- 2.18 Submit 100% complete plans, specifications, and cost estimate for final approval.
- 2.19 Assume one additional set of comments following City review for 100% complete plans, specifications, and cost estimate.
- 2.20 Submit final electronic signed and sealed plans, specifications and cost estimate in Word and PDF format as applicable.



### **3.0 Bid Phase Services**

- 3.1 Assist the City staff during the bid phase of the project. Attend one (1) pre-bid meeting.
- 3.2 Assist the City and the CMaR in answering questions via addenda during the bidding process.
- 3.3 Prepare conformed plans for construction incorporating addenda items. The Engineer will attend the bid opening and GMP negotiation with the CMaR.

### **4.0 Construction Phase Services**

- 4.1 The Engineer shall provide limited services during construction for submittal review and approval, response to requests for information from the CMaR's surveyor, and assist in the review of changes orders as needed.
- 4.2 The Engineer will use construction information provided by the City, provide limited construction observation, and utilize as-built information provided by the CMaR to finalize record drawings, complete construction certification forms, and submit same to the regulatory agencies to certify the project for service.
- 4.3 Participation in progress meetings (maximum of five meetings) with City staff and CMaR and subcontractors as needed.
- 4.4 Assist as needed with project closeout items as may be required for regulatory permitting.

### **5.0 Additional Services not included as part of the Basic Professional Services**

Additional Services not included as part of the Basic Professional Services. Compensation will be determined as the CITY and the ENGINEER mutually agree at the time the service is requested by the CITY.

Services not included in the scope above which may be deemed necessary for completion of the project include:

- Subsurface investigations for existing utilities or stormwater management facilities.
- Abstract and title services to prepare Title Search and Ownership and Encumbrance (O&E) Reports and Title Search Maps.
- Services as an expert witness in legal proceedings, depositions, mediation, fee hearings, etc. if required by the CITY.
- Sketch and Descriptions for proposed easements, if required.
- Redesign of previously completed work required due to CITY requests or due to changes in existing conditions, codes, regulations, laws or design manuals and guidelines after the date of this AGREEMENT.
- Additional changes to other park features not mentioned above.
- Landscape design services beyond code-minimum compliance.
- Public involvement or presentations.
- Stormwater management facilities design and permitting.
- Parking lot design and permitting.
- Utility design.



**Schedule:**

- Survey, design and permitting tasks between March 1, 2024, and December 31, 2024, based upon a Notice to Proceed prior to March 1, 2024

**Fees:**

Reference Exhibit B for a summary of projected hours and fees.

## CONFLICT OF INTEREST FORM

Florida Statute §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

[Print Form](#) [Clear All Fields](#)

### PART I.

- ☐ I am an employee, public officer or advisory board member of the City  
\_\_\_\_\_(List Position Or Board)
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the City.  
Name: \_\_\_\_\_
- ☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
Name: \_\_\_\_\_
- ☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City.  
Name: \_\_\_\_\_
- ☒ None of The Above.

### PART II:

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under §112.313(12).
- ☐ I will NOT request an advisory board member waiver under §112.313(12).
- ☒ N/A.

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: DMK Associates, Inc.

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Kreg E. Maheu

SIGNATURE:  DATE: 12/14/2023

**VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

The undersigned Vendor/Consultant/Contractor (Vendor), certifies the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
  - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
  - b. All persons, including subcontractors or subconsultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: DMK Associates, Inc. (Vendor's Company Name)

Certified By: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Kreg E. Maheu, President

Date Certified: 12/14/23

### Scrutinized Company Certification Form

Company Name:	DMK Associates, Inc.				
Authorized Representative Name and Title:	Kreg E. Maheu, President				
Address:	421 Commercial Court Suite C-D	City:	Venice	State:	FL
				ZIP:	34292
Phone Number:	941-412-1293	Email Address:	kmaheu@dmkassoc.com		

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

#### CHOOSE ONE OF THE FOLLOWING

- ☒ This bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.
- ☐ This bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Kreg E. Maheu, President

Date Certified: 12/14/2023

Solicitation/Contract/PO Number (Completed by Purchasing): \_\_\_\_\_

**Print Form** **Clear All Fields**

## **DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT**

Please select only one of the following three options:

**Print Form**

**Clear All Fields**

☒ Our firm has no actual, potential, or reasonably perceived, **financial\*** or **other interest\*\*** in the outcome of the project.

☐ Our firm has a potential or reasonably perceived **financial\*** or **other interest\*\*** in the outcome of the project as described here:

\_\_\_\_\_  
Our firm proposes to mitigate the potential or perceived conflict according to the following plan:

☐ Our firm has an actual **financial\*** or **other interest\*\*** in the outcome of the project as described here:

**\*What does "financial interest" mean?**

If your firm, or employee(s) of your firm working on the project (or a member of the employee's household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm's findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

**\*\*What does "other interest" mean?**

If your firm, or employee(s) of your firm working on the project (or a member of the employee's household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm's findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as other interest.

**BUSINESS NAME:** DMK Associates, Inc.

**NAME (PERSON AUTHORIZED TO BIND THE COMPANY):** Kreg E. Maheu

**SIGNATURE:**  **DATE:** 12/14/2023



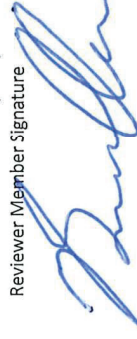
Request for Letter of Interest  
 Contract No. 2019-23 PROFESSIONAL ENGINEERING SERVICES FOR CITY FEES, RATES, METHODOLOGIES AND ASSESSMENTS  
 RLJ 2024-05-05 OF BOCA CHICA PARK IMPROVEMENTS

Evaluation Criteria DMK Associates	Rating	Consultant Scores				
		Jeff Nelson	Thomas Brown	Dawn Swauger	Manuel Abreu	
CONSULTANT'S understanding of project and required deliverables included a draft scope of services	0-5				5	
Previous experience of CONSULTANT related to described project	0-5				4	
Proposed detailed approach for completing the described project	0-5				3	
Cost to perform the described project	0-5				NA	
Timeline and milestones needed to complete the described project	0-5				4	
Sub-consultants necessary for the completion of the described project and the reasoning for their necessity	0-5				4	
Any cost saving measures for the described project	0-5				4	
Total Score						
Remarks: DMK seems to have an understanding and foreseeing what the park can become.						

Reviewer  
 Member  
 Name (Print)  
 Reviewer  
 Member  
 Signature

Reviewer  
 Member Name (Print)  
 Reviewer Member Signature

Reviewer Member Name (Print)  
 Reviewer Member Signature

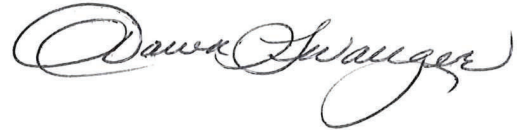
 1/4/24

Evaluation Criteria DMK Associates	Rating	Consultant Scores			
		Jeff Nelson	Thomas Brown	Dawn Swauger	
CONSULTANT'S understanding of project and required deliverables included a draft scope of services	0-5		4		
Previous experience of CONSULTANT related to described project	0-5		4		
Proposed detailed approach for completing the described project	0-5		4		
Cost to perform the described project	0-5		1		
Timeline and milestones needed to complete the described project	0-5		3		
Sub-consultants necessary for the completion of the described project and the reasoning for their necessity	0-5		2		
Any cost saving measures for the described project	0-5		0		
Total Score			18		
Remarks:					
Tom Brown Tom Brown					

Request for Letter of Interest  
 Contract No. 2019-23 PROFESSIONAL ENGINEERING SERVICES FOR CITY FEES, RATES, METHODOLOGIES AND ASSESSMENTS  
 RLI 2024-05-01 BOCA CHICA PARK IMPROVEMENTS

Evaluation Criteria DMK Associates	Rating	Consultant Scores						
		Jeff Nelson	Thomas Brown	Dawn Swauger				
CONSULTANT'S understanding of project and required deliverables included a draft scope of services	0-5			4				
Previous experience of CONSULTANT related to described project	0-5			4				
Proposed detailed approach for completing the described project	0-5			3				
Cost to perform the described project	0-5			0				
Timeline and milestones needed to complete the described project	0-5			1				
Sub-consultants necessary for the completion of the described project and the reasoning for their necessity	0-5			0				
Any cost saving measures for the described project	0-5			1				
Total Score				13				

Remarks:



Reviewer  
Member  
Name (Print)  
Reviewer  
Member  
Signature

Garrett Woods

Reviewer  
Member Name (Print)  
Reviewer Member Signature

Lisa Guerreiro

Reviewer Member Name (Print)  
Reviewer Member Signature

Tricia Wisner