



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 Inc.

CONSULTANT

CONTINUING CONTRACT NO. & TITLE

2019-23 Professional Engineering Services

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #

2024-06-OF [Agenda Item 24-0416](#) 4/23/24 Com Mtg

SHORT TITLE

Dallas White Park Multi Use Field & ADA Improvements

DATE SUBMITTED

3/19/2024

AMOUNT (LUMP SUM)

\$109,420.00

SCHEDULED COMPLETION

305 Days from NTP

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 2024

DEPARTMENT

TOTAL OF PREVIOUS ASSIGNMENTS \$109,745.00

THIS WORK ASSIGNMENT \$109,420.00

TOTAL WORK ASSIGNMENTS \$219,165.00

ACCOUNT NO/PROJECT NO 152-3036-572-63-00 / P24DWF

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:

Handwritten signature and date 3/19/24

APPROVED BY:

Sandy Pfundheller

DEPARTMENT DIRECTOR DATE

Ginny Duyn

PURCHASING DATE

Juliana B. Bellia

ASSISTANT CITY MANAGER DATE

Lisa Herrmann

BUDGET ADMINISTRATOR DATE

Kimberly Williams

FINANCE DIRECTOR DATE

CITY MANAGER DATE

**Exhibit A**

Work Assignment 2024-05-OF

Dallas White Park Multi use field and ADA

Scope:

It is the intent of Public Works to secure professional engineering services to design, permit, provide bidding assistance, and provide construction phase services associated with the design of a multi-use ball field for football, flag football & soccer. The existing field is for soft ball and will require redesign to include proper grade and drainage of the grounds, Bermuda sod, irrigation, turf, fencing, goals, fencing back stops, MUSCO led lighting, electrical etc. ADA Improvements include adding ADA-Compliant sidewalks throughout the park, and review of grading.

**Exhibit B**  
**Work Assignment 2024-05-OF**  
**Dallas White Park Multi Use Field & ADA**  
**Pre-Construction Schedule**

Description

Estimated Calendar Days from  
Notice to Proceed to Completion

Provide to permitting

305 Days

**Exhibit C**  
**Work Assignment 2024-05-OF**  
**Dallas White Park Multi Use Field & ADA**  
**Fee Schedule for Work Assignment**

|  |                     |
|--|---------------------|
| Fixed Fee for services described in the Scope of Services: | \$109,420.00        |
| Additional services (not-to-exceed Amount), if authorized: | \$-----             |
| <b>TOTAL CONTRACT NOT-TO-EXCEED AMOUNT</b>                 | <b>\$109,420.00</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  
Dallas White Park Improvements  
EXHIBIT B

| Task  | Description   | Principal | Sr. PM   | PM/Sr. Eng | Eng/Surv | 3-Man Crew | Cad Tech | Admin   | Hrly Cost | Reimb | Consultant | Total Fee | Task Sum  |
|---|---|-----------|----------|------------|----------|------------|----------|---------|-----------|-------|------------|-----------|-----------|
|   |   | \$195     | \$165    | \$155      | \$135    | \$170      | \$90     | \$60    | \$1       | \$1   | \$1        | \$1       |           |
| 1   | <b>Task 1, Project Management and Coordination</b>                |           |          |            |          |            |          |         |           |       |            |           |           |
|   | 1.1 Kickoff Meeting   |           | 6        |            |          |            |          |         | \$990     |       |            | \$990     | \$7,260   |
|   | 1.2 Project Management Coordination                               |           | 38       |            |          |            |          |         | \$6,270   |       |            | \$6,270   |           |
| 2   | <b>Task 2, Design and Permitting</b>                              |           |          |            |          |            |          |         |           |       |            |           | \$71,050  |
|   | 2.1 Obtain available information & site visit                     |           | 14       |            |          |            |          |         | \$2,310   |       |            | \$2,310   |           |
|   | 2.2 Develop Conceptual Plan                                       |           | 20       | 10         |          |            | 20       |         | \$6,650   |       |            | \$6,650   |           |
|   | 2.3 Submit Conceptual Plan and revisions                          |           | 2        | 2          |          |            | 4        |         | \$1,000   |       |            | \$1,000   |           |
|   | 2.4 Survey  |           | 6        | 6          |          |            |          |         | \$990     |       | \$11,200   | \$12,190  |           |
|   | 2.5 Design and detail multi-use field                             |           | 20       | 10         |          |            | 20       |         | \$6,650   |       |            | \$6,650   |           |
|   | 2.6 Design and detail ADA parking and sidewalk connections        |           | 20       | 10         |          |            | 20       |         | \$6,650   |       |            | \$6,650   |           |
|   | 2.7 Geotechnical services for light pole foundation design        |           | 6        |            |          |            |          |         | \$990     |       | \$5,000    | \$5,990   |           |
|   | 2.8 Structural services for light pole foundation design          |           | 6        |            |          |            | 8        |         | \$1,710   |       | \$2,500    | \$4,210   |           |
|   | 2.9 Coordinate for Musco Lighting                                 |           | 8        |            |          |            |          |         | \$1,320   |       |            | \$1,320   |           |
|   | 2.10 SWFWMD Pre-app Meeting                                       |           | 4        |            |          |            |          |         | \$660     |       |            | \$660     |           |
|   | 2.11 Site plan development  |           | 6        |            |          |            | 20       |         | \$2,790   |       |            | \$2,790   |           |
| 2.12 Prepare and submit 30% Plans and comment revisions                     |   | 4         |          |            |          | 4          |          | \$1,020 |           |       | \$1,020    |           |           |
| 2.13 SWFWMD Application and documents                                       |   | 6         |          | 26         |          | 8          |          | \$5,740 |           |       | \$5,740    |           |           |
| 2.14 Prepare and submit for City of North Port Staff Development submission |   | 4         |          |            |          | 2          |          | \$840   |           |       | \$840      |           |           |
| 2.15 Address Staff Development Comments                                     |   | 8         |          |            |          | 8          |          | \$2,040 |           |       | \$2,040    |           |           |
| 2.16 Prepare and submit 90% plans, cost estimate and specifications         |   | 8         |          | 20         |          | 10         |          | \$5,320 |           |       | \$5,320    |           |           |
| 2.17 Address 90% Review comments  |   | 8         |          | 6          |          | 8          |          | \$2,970 |           |       | \$2,970    |           |           |
| 2.18 Submit 100% complete plans, cost estimate and specifications           |   | 4         |          |            |          | 2          |          | \$840   |           |       | \$840      |           |           |
| 2.19 Final revisions to 100% review   |   | 6         |          |            |          | 6          |          | \$1,530 |           |       | \$1,530    |           |           |
| 2.20 Submit final electronic documents                                      |   | 2         |          |            |          |            |          | \$330   |           |       | \$330      |           |           |
| 3   | <b>Task 3, Bid Phase Services</b>                                 |           |          |            |          |            |          |         |           |       |            |           | \$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   | <b>Task 4, Construction Phase Services</b>                        |           |          |            |          |            |          |         |           |       |            |           | \$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   | <b>Task 5, Additional Services not included in Basic Services</b> |           |          |            |          |            |          |         |           |       |            |           | \$8,160   |
|   | 5.1 Additional Services   |           | 32       |            |          |            |          |         | \$8,160   |       |            | \$8,160   |           |
|   | <b>Total Fee</b>  | \$0       | \$58,080 | \$13,020   | \$0      | \$0        | \$19,620 | \$0     | \$90,720  | \$0   | \$18,700   | \$109,420 | \$109,420 |
|   | <b>Total Hours</b>  | 0         | 352      | 84         | 0        | 0          | 218      | 0       | 654       |       |            |           |           |

Kreg Maheu, President  
DMK Associates, Inc.  
421 Commercial Court  
Suite C  
Venice, FL 34292



City of North Port  
Public Works  
ATTN: Manuel Abreu  
1100 Chamberlain BLVD  
North Port, FL 34286

Dear Evaluation Committee,

Thank you for the opportunity to supply *The City of North Port (City)* with our letter of interest. DMK is equip to provide the *City* with local experience and quality designs. Our engineers are well aware of the needs and design criteria for sports fields and ADA compliant sidewalks/MURT/Winding trails. For this type of project, DMK has typically subcontracted and built working relationships with Universal Engineering Sciences as our geotechnical group, Musco for lighting design and Terrascope's Yvonne Hall for Landscaping design. Additionally, our in-house survey department has completed several Boundary, Topographical and Tree surveys for many park projects. Some projects require all three surveys, while others need a more targeted Topographic & Tree survey. This usually occurs when the project site is a small portion of a larger parcel. In striving for efficient project management, DMK has identified some critical points for increased coordination.

- 1. Project kickoff meeting.** DMK would schedule an initial meeting with the City to discuss their descriptive needs for the project. During this meeting, DMK and the project manager usually come to some type of conceptual design parameters, needs for survey department, and establish a baseline for communications. Then if there needs to be a subsequent in-person meeting this can be scheduled during a mutually agreed time. Regardless of this decision, DMK will conduct an in-person inspection of the property. This inspection includes items such as spotting areas of design concern, present wildlife and other geographic features that can affect permitting time frames, and cost saving possibilities.
- 2. 30% Plans Review** is the next crucial point in the design process. It is imperative for both parties to maintain design understanding to avoid future changes and unnecessary added costs to the project.
- 3. The last critical moment of the project design is the bid process.** Ensuring the City has everything needed to successfully advertise the project with minimal questions from the contracting and purchasing side of the project. Our project managers are always available for bidding assistance, ensuring a smooth experience for all parties involved.
- 4. Project Close-out,** during this time it is easy to get bogged down in all the details of closing out a project. DMK helps by keeping these tasks organized and well defined, so all parties involved are aware of the final steps necessary for the successful close-out of their project.

**The remainder of this letter will be to inform the City of North Port why DMK is the best Civil Engineering and Land Surveying firm for their Multi-Use Ball Field Redesign with ADA Improvements and Park Enhancements.** As you have already read, DMK possesses the basic knowledge, experience, and team synergy needed to create a successful redesign. The remainder of this letter will contain our most current completed relevant projects and references.

#### **William R. Gaines Jr. Veteran's Memorial Park:**

DMK Associates was awarded this park contract to complete the programming/planning, site analysis, design development, permitting with SWFWMD and USACE, Construction development, and CEI services. DMK attended project coordination meetings with County representatives ensuring that all questions were answered prior to Site analysis. DMK collected existing conditions for both geotechnical and environmental data. Environmental work consisted of coordination for wetland delineations and a preliminary/final gopher tortoise survey. **DMK's survey department prepared a detailed topographic survey of the work area consisting of existing access roads, driveways, parking, buildings, above ground utilities, trails, open space, topography, wetlands, and trees within the anticipated work area.**

Once all this information was current and the parameters were defined, DMK refined the concept plans to development plans. The design consisted of the eastern park entry drive, playground area, playground, asphalt and grass parking, stormwater management facilities, pedestrian trails, and small covered pavilion. DMK was then able to prepare Construction Plans and present the design and cost estimate to the County for approval. Due to an effective collaborative effort with the County, DMK was able to follow through with the design and submit permit applications to the County, SWFWMD and the USACE. Construction of this project was delivered using the Construction Manager (CM) at Risk method. DMK coordinated with the County and the CM to bring this project to completion on schedule and under budget.

#### **Wellfield Park – Sarasota County Croquet Club, Inc (SCCC)**

DMK was contracted for the expansion of the existing croquet courts within the City of Venice owned Wellfield Park. The project consisted of the evaluation of the ultimate build-out to provide (10) courts, shade structures, restrooms, clubhouse, and storage facilities. Due to finding issues it was ultimately decided to provide seven (7) full size courts compared to their existing 4 (4) full size and 2 (2) half courts. While the existing clubhouse and storage facilities remained due to funding, new shade structures, lighting, new reuse water lines to the shade structures, relocated potable water lines and meter were included for this design. Major Site and Development Plan & Review, ERP, Pre-App meeting with SWFWMD and Public Outreach were all deliverable tasks for the permitting of this project. It also included a lot of coordination for our Project Manager Jeffrey Raykos to work between the multiple clients, local and state authorities, internal teams, and public outreach efforts. The Project Design Committee was very pleased with the quality work performed on this project and has been provided as a reference. Design team also worked directly with Musco for the completion of the lighting plan for the project. Phase two will be completed at a later date.

#### **Town Center Green - Town of Longboat Key**

This project is our most current project to reach closure. In fact, DMK's Kreg Maheu (Principal) and John Pari (Project Engineer) had attended the Ribbon Cutting Ceremony this past Veteran's Day. The Karon's Family Pavilion at the Town Center Green located on

Longboat Key is a project that consisted of an acoustical pavilion, restrooms, and ADA compliant ramping and winding walking trail throughout the park allowing residents to enjoy their natural surroundings and entertainment for years to come. This project was also a phased project with the second portion of the project dedicated to a future Library for the community to enjoy. The second portion of this project was anticipated in the design process and final plans presented by DMK Associates, ensuring a smooth transition with their future endeavors. The permitting involved with this project included SWFWMD ERP & its associated pre-application conference. DMK was also responsible for the Bid Phase Services (See Below) & Engineering Services During Construction and Close-out Documents (See Below). This project was completed as expected with a slight delay in the schedule due to permitting and property details. The Town Project Manager, Charlie Mopps, was pleased with the work of DMK and is a provided reference for the company on this project.

**Bid Phase Services**

- + 100% Construction Document Set
- + Final Opinion of Probable Cost
- + Construction Schedule
- + Bid Specifications
- + Bid Documents
- + Written clarifications to bidder requests

**Engineering Services During Construction and Close-out Documents**

- + 100% Construction Document Set
- + Final Opinion of Probable Cost
- + Construction Schedule
- + Bid Specifications
- + Bid Documents
- + Written clarifications to bidder requests

**Franz Ross Park – Charlotte County**

Franz Ross Park is the County Park behind the YMCA in Port Charlotte. Charlotte County Parks and Recreational staff wanted to increase the accessibility of the Disc Golf Course and contracted DMK to design a winding trail throughout the forest allowing users a more pleasant experience while using the course. Additionally, the design was completed to ADA standards allowing all users access to the new features of the course. These features also included the addition of tee boxes enhancing the sporting experience. This project consisted of geotechnical, environmental, survey, and general data collection for evaluation of existing conditions. Conceptual, schematic design, permitting, construction documents, bidding phase services and limited construction phase services. This project is currently in the close-out phase awaiting Charlotte County final inspection and a change order approval for the contractor that needs to be seen before the Board on December 12th, 2023. Specific review board and permitting needed for this project included the Preliminary Site Plan and Final Site Plan for review by Charlotte County and concurrently an ERP with SWFWMD associated Pre-app.

**“We really appreciated all the effort you and the company provided for our project; we could not have done this without you! Much success and huge thanks”**

**-Michael Sarback & Dean Ricci – Sarasota County Croquet Club Expansion Project Design Committee**

| Reference Name  | Email                               | Phone #                  |
|---|-------------------------------------|--------------------------|
| Lacey Solomon, Charlotte County Parks & Rec Project Mgr | lacey.solomon@charlottecountyfl.gov | (941) 613-3238           |
| Charlie Mopps, Program Mgr/Asst Public Works Director   | cmopps@longboatkey.org              | (941) 361-6411 ext. 2226 |
| Michael Sarback, SCCC - Design Committee                | msarback@comcast.net                | 772-475-8223             |

**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: Jeff Raykos Vice President of Engineering

Date Certified: 11/28/23

Scrutinized Company Certification Form

Company Name: DMK Associates, Inc.  
Authorized Representative Name and Title: Jeffrey Raykos, Vice President of Engineering  
Address: 421 Commercial Court, Suite C City: Venice State: FL ZIP: 34292  
Phone Number: 941-421-1293 Email Address: jraykos@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: Jeffrey Raykos, Vice President of Engineering

Date Certified: 11/28/2023

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



**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):** Jeffrey Raykos

**SIGNATURE:**  **DATE:** 11/28/2023

# 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): Jeffrey Raykos

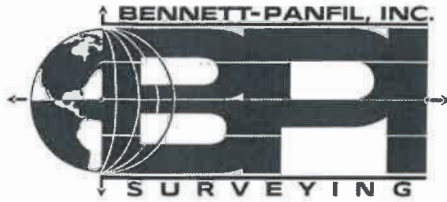
SIGNATURE:  \_\_\_\_\_ DATE: 11/28/2023



**ATTACHMENT B – FEE SCHEDULE**  
**DMK ASSOCIATES, INC.**  
**BILLING RATE TABLE – AGREEMENT NO. 2019-23-02**

| <b>Classification</b>                                    | <b>Hourly Billing Rate</b> |
|--|----------------------------|
| Principal  | \$195.00                   |
| Senior Project Manager                                   | \$165.00                   |
| Project Manager  | \$155.00                   |
| Senior Engineer  | \$135.00                   |
| Project Engineer/Staff Engineer                          | \$125.00                   |
| Junior Engineer  | \$115.00                   |
| Senior CADD Designer                                     | \$95.00                    |
| CADD Designer/Technician                                 | \$90.00                    |
| Senior Construction Manager                              | \$135.00                   |
| Construction Inspector                                   | \$90.00                    |
| Junior Inspector/Senior Party Chief/Inspector/Field Tech | \$70.00                    |
| Professional Surveyor                                    | \$155.00                   |
| Surveyor   | \$95.00                    |
| 3-person Crew  | \$170.00                   |
| Administrative Assistant                                 | \$60.00                    |
| Public Involvement Coordinator                           | \$115.00                   |

- Direct costs are not reimbursable. Direct costs are defined as, but not limited to, the use of communication equipment, computers, copiers, and all other equipment required to perform services. Mileage and meals are considered direct costs and are not reimbursable.
- Permit Fees: Cost
- The City will allow rate adjustments to be submitted for each successive year prior to the end of the current contractual year. Rates are to be firm for each one-year period. No price adjustments will be considered mid-year. Adjustments should not exceed the Bureau of Labor Statistics, Producer Price Index for the industry in the North Port market area.



**Bennett-Panfil, Inc.**

742 Shamrock Blvd.  
Venice, FL 34293  
(941) 497-1290  
bpisurvey.com

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: Dallas White Park – 5650 North Port Blvd, North Port, FL 34287 (Parcel ID #0999002000)

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. 1657

Prepare an “Existing Conditions/Topographic Survey” of the area indicated on the attached aerial, furnished to this firm. Elevations shall be on a 50’+/- grid.

**Cost estimate:**           \$11,200.00            
**Estimated timeframe for completion:**           3-4 weeks



New ADA Sidewalk connections

Need to provide ADA parking spaces and connection to other sidewalks.

New ADA Sidewalk connection.

Softball field to be converted into a multi-use field.





**Bennett-Panfil, Inc.**

742 Shamrock Blvd.  
 Venice, FL 34293  
 (941) 497-1290  
 bpisurvey.com

**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  |



## Bennett-Panfil, Inc.

742 Shamrock Blvd.

Venice, FL 34293

(941) 497-1290

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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.

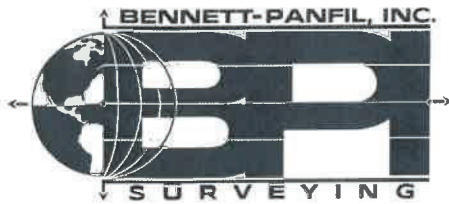
- 2. Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness and completeness 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-site work.
  - 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:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.



**Ardaman & Associates, Inc.**

Geotechnical, Environmental and  
Materials Consultants

March 5, 2024

Proposal File No. 24-36-037

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

Attention: Mr. Jeff R. Raykos, P.E.

Subject: Proposal for Subsurface Soil Exploration and  
Geotechnical Engineering Evaluation  
Multi-Use Field High Mast Lights  
Dallas White Park  
City of North Port, Florida

Dear Mr. Raykos:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on provided information, the proposed development includes new high mast lights at the future multi-use field at Dallas White Park in the City of North Port.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed high mast light foundations (assumed to be drilled shaft foundations). Although our scope does not include analysis of the foundations, we will provide the soil properties typically required for the foundation analysis.

The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

### **FIELD EXPLORATION**

As requested, the field exploration program will include two (2) SPT borings conducted to a depth of 40 feet. The SPT borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation.

### **LABORATORY PROGRAM**

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., percent fines).



## ENGINEERING ANALYSIS AND REPORT

Engineering analysis of data obtained will be made to evaluate general subsurface conditions and to provide soil parameters for your use in design of the high mast foundations.

Our recommendations, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

## COST ESTIMATE

The costs associated with the aforementioned tasks are not to exceed \$5,000.00 without prior authorization.

## TERMS AND CONDITIONS

This proposal is subject to the following: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment, (2) the proposed number of borings and the boring depths will be adequate, (3) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call, (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included, (6) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential, (7) maintenance of traffic is not required to perform the field work, and (8) permits are not required to work on the subject site.

## CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance sheet. Please call if you have any questions or require additional information.

Very truly yours,  
ARDAMAN & ASSOCIATES, INC.



Virginia A. Goff, P.E.  
Sarasota Branch Manager  
VG



**PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT**

**PROJECT INFORMATION:**

Project Name Multi-Use Field High Mast Lights  
Project Location Dallas White Park, City of North Port, Florida  
Proposal Number and Date 24-037; March 5, 2024  
Description of Services SSE & GEE  
Estimated Fee \$5,000.00

**PROPERTY OWNER IDENTIFICATION:**

Name \_\_\_\_\_  
Property Identification Number \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_  
Attention \_\_\_\_\_ Title \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

**PAYMENT TERMS:**

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Timely payment of Ardaman & Associates, Inc.'s ("A&A") invoices is a condition precedent to any claim against A&A and the failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to A&A services, including but not limited to the services described in this Proposal.

**PROPOSAL ACCEPTANCE:**

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

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

\_\_\_\_\_  
(Print or type individual, firm or corporate body name)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Print or type name of authorized representative and title)

## GENERAL CONDITIONS

**Parties And Scope Of Work** – A&A shall include said company and any subsidiary or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A’s Work to induce a third party’s reliance, Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A’s Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A’s Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

**On-Call Services** – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the type, location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

**Right-of-Entry** – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

**Damage to Existing Man-made Objects** – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A’s subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify, and hold A&A and A&A’s subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client’s obligation to indemnify for such third-party claims is limited to \$1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

**Limitation of Liability** - A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is less.

**PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

**Sampling or Testing Location** – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**Sample Handling and Retention** – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

**Discovery of Differing Site Conditions or Unanticipated Hazardous Materials** – Differing site conditions or certain types of hazardous materials (unanticipated materials) may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated materials.

**Indemnification** – Client agrees to defend, indemnify, and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

**Assignment** – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

**Legal Jurisdiction** – The parties agree that any litigation shall be governed by the laws of the State of Florida and only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Compliance With Laws - A&A shall perform its services consistent with the applicable standard of care and endeavor to incorporate laws, regulations, codes, applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act and other laws as may apply.

Termination - A&A may terminate this Agreement with cause for non-payment of invoices upon fourteen (14) days written notice.

**Force Majeure** - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, pandemic, epidemic, government shutdowns, act or omission of subcontractors, carrier, clients, or other similar causes beyond its control.

**Drafting and Severability** – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

6/22/23



STRUCTURAL ENGINEERING SERVICES  
**TERESA L. TOOLE, P.E., INC.**  
LICENSED SPECIAL INSPECTOR

March 10, 2024

**DMK Associates, Inc.**

**Mr. Jeff R. Raykos P.E., Vice President of Engineering**  
421 Commercial Court, Suites C-D  
Venice, Florida 34292  
(941) 412-1293 (O)  
(717) 497-1636 (cellular)  
[JRaykos@dmkassoc.com](mailto:JRaykos@dmkassoc.com)

**Re: Structural Services Proposal**

**Dallas White Park – 5900 Greenwood Avenue, North Port FL 34287**

**Phase I - Limited Structural Evaluation & Design Of New Light Pole Installations**

- **Coordination With DMK & City of North Port As Required**
- **Review of Original Permit Engineered Documents As Required**
- **Review of Proposed New Light Pole Engineered Documents As Required**
- **Review of Geotechnical Report As Required**
- **Preparation of Structural Repair Specifications / Documents**
- **Certification of Final Structural Repair Documents**

TLT Job No. 24-0301

Dear Mr. Raykos,

Thank you for this opportunity for Teresa L. Toole P.E., Inc. (TLT) to provide Limited Structural Engineering Services to DMK Associates, Inc. (DMK).

Based on our prior telephone and email communications with you, it is our understanding that the following Structural Engineering Services are requested in our Scope of Work during Phase I (Limited Structural Services) at this Public Park where Up To Three (3) New Light Pole Foundations Are Needed For The Proposed New Lighting, where all poles are to be identical. Refer to the detailed scope of services below for services to be provided / available during the proposed phase of work, as listed below. Refer to the attached General Provisions.

\*\*\*\*\*

**PROPOSED PHASE I SERVICES:**

- A. Perform Communications / Coordination with you / DMK Personnel, as required, to Perform Limited Review and Evaluation Of Documents Provided By DMK:**
- **Original Permit Documents Of Existing Light Poles To Have Proposed Replacement Light Fixtures Installed, As Requested / Required.**
  - **Proposed New Light Poles With Fixtures To Have Proposed New Foundations Designed By TLT, As Required.**
  - **Geotechnical Report Addressing Soils At New Foundation Locations.**  
*Note: As Noted Below, Site Visit(s) / Meeting(s) Are Available As Additional Services, As Requested / Required.*
- B. Preparation of Structural Repair Documents and Specifications As Required, with Electronic Red-Lines & Specifications Provided to DMK via email.**
- C. Electronic Certification of Final Structural Documents Drafted By DMK, As Requested.**



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**NOTE :**

- Specifically Excluded from the Proposed Scope of TLT Services during Phase I are the following:
  - Site Visit(s) / Meeting(s). NOTE: These are available as Additional Services, billed hourly, portal-to-portal.
    - TLT to be accompanied by DMK Representative at all times at the Site, in order to provide Access, Background Information, and for Security / Liability Considerations.
    - TLT Observations at the Site to be performed at Grade Level and/or OSHA-Approved Access Ladder(s).
    - Photographs to be taken for TLT Files and Reference.
    - TLT Observations at the Site to be Visual and Not Involve Any Destructive Measure(s), including removal of finish materials and/or soils.
  - Release of TLT Structural Engineering Calculations / Analyses.
  - Geotechnical Testing and/or Other Testing Service Procedure(s) Outside the Area of TLT Expertise.
  - Structural Engineering CA Services During Construction.
  - Any Warranties as to present and/or future performances and/or conditions.

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**STRUCTURAL SERVICES FEES**

*(under current Scope of Work as described herein)*

**Phase I – Limited Structural Evaluation & Design of Proposed New Light Pole Installations At Public Park**  
**(Items A, B & C, inclusive)**

**TLT Professional Engineering Services**

**Estimated Range of Fees at Present Scope : *(billed hourly)***

**\$ 2500.00 Minimum - \$ TBD**

*(\*\* plus any approved Additional Services during Phase I)*

**Phase I - Invoicing to be thus:**

|   |          |                         |                 |
|---|----------|-------------------------|-----------------|
| <b>At Acceptance of Proposal</b>                        | <b>=</b> | <b>\$ 1200.00</b>       | <b>RETAINER</b> |
| <b>Possible Progress Invoicing, as needed</b>           | <b>=</b> | <b>\$ TBD</b>           |                 |
| <b>Upon Receipt of TLT Phase I Structural Documents</b> | <b>=</b> | <b>\$ Balance Due *</b> |                 |

*(\* plus any approved Additional Services during Phase I)*

++++

Please contact our office with any requested changes, clarifications, or corrections to the proposed scope of services or schedule of work listed above. It is our intent to provide the requested level of service throughout the course of your project.

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\*\*\*\*\*  
NOTE: Any Service not included in the Project Description and Basic Scope of Services listed above are considered Additional Services and will be billed at \$240.00 per hour for TLT Services unless otherwise noted.

- ❖ Written authorization for any Additional Services is required prior to TLT performance of work.
- ❖ Site Visit(s) / Meeting(s), if required, to be billed hourly, portal-to-portal, with a minimum invoicing of round-trip travel per MapQuest from TLT office to site plus 2.0 hours. (\$840.00 minimum)
- ❖ If authorized, the handling fee for authorized Reimbursable Expenses / Consultants for this project will be 15% of the cost charged to TLT. Printing & Scanning Costs To Be Reimbursable Expenses.
- ❖ Based on the information provided, Professional Drafting Services will be provided by DMK towards preparation of Structural Documents to be sealed by TLT for this project.

\*\*\*\*\*  
In the event of Project Cancellation submitted in writing to TLT, our detailed log of billable time spent for Work performed in accordance with this proposal and any authorized Additional Services would be submitted to DMK.

At that time, one (1) of the following would occur:

- TLT would submit an invoice for outstanding services, due upon receipt
- TLT would provide a statement of account listing any refund to DMK, along with a check in that amount.

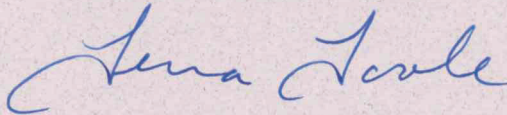
\*\*\*\*\*  
**Should you be in agreement with this proposal, please do all of the following:**

- Sign and Date in the spaces provided below;
- Return a Copy of this Entire Agreement to our Office; and
- Provide your Payment of the **\$1200.00 Phase I Retainer** listed above.
  - *Payment by Check only, no charge cards accepted.*

Upon full acceptance of our proposal, TLT will contact DMK to acknowledge acceptance.

\*\*\*\*\*  
Thank you for your consideration, and I look forward to assisting during this project.

Very truly yours,  
**TERESA L. TOOLE, P.E., INC.**



Teresa L. Toole, P.E.  
President

**Proposal Accepted By :** \_\_\_\_\_  
PRINTED NAME TITLE  
On behalf of DMK Associates, Inc. (DMK)

\_\_\_\_\_  
SIGNATURE Date: \_\_\_\_\_

*There will be a service charge of 1.5% per month on the outstanding balance on billings not paid within 30 days.  
Customer agrees to pay reasonable attorney's fees and costs in the event of collection of any past due billings.*



# TERESA L. TOOLE, P.E., INC.

## GENERAL PROVISIONS

The following terms are hereby made a part of the attached Proposal for Structural Engineering Services. Structural Engineer (SE), Teresa L. Toole P.E., Inc., shall perform the services outlined in this agreement for the stated fee arrangement. The Client, DMK Associates Inc is hereinafter referred to as Client.

### Commencement

The SE is authorized to begin rendering services upon execution of this Agreement by the Client.

### Information from Client

The Client is expected to furnish the SE with all requirements, programs, instructions, reports, data, and other information for the Project. The Client will be responsible for the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information provided to the SE. The SE may use such requirements, programs, instructions, reports, data, and information provided by Client. Additional work provided by SE due to inaccuracies in the information provided by Client will be paid by Client as Additional Services, based on the hourly rate at the time of additional work is completed, or if requested by Client for a lump sum fee as outlined in an Addendum to the original Proposal.

### Invoices and Payments

SE shall prepare invoices for services and reimbursable expenses in accordance with its standard invoicing practices on a monthly basis. Invoices shall be due upon receipt and shall be considered past due within 30 days of the invoice date. If Client fails to pay SE for services and reimbursable expenses within 30 days the SE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of services. Amounts that are past due will be increased by a rate of 1.5% per month (or the maximum interest permitted by law, if less). If the Client has any remaining balance that is unpaid after 90 days, the Client will be responsible for cost of collection, including reasonable attorneys' fees.

### Opinions of Probable Construction Cost

It is understood that the SE's Opinions of Probable Construction Cost, when provided, are typically based on recent bids of construction contractors on similar work. However, because the SE has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, SE cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by SE. If Client requires greater assurance as to probable Construction Cost, Client must employ an independent cost estimator.

### Use of Documents

All documents are instruments of service in respect to this Project, SE shall retain all ownership and property interest therein whether or not the Project is completed. The Client may not use any documents produced by SE for any other endeavor without the written consent of the SE.

### Sub-Consultants

SE may employ such sub-consultants as SE deems necessary to assist in the performance or furnishing of the services. Sub-consultant fees shall be charged at cost plus fifteen percent (15%).

### Termination

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the SE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### Dispute Resolution

Claims and disputes between the Client and SE shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This Agreement is to be governed by the law of the state or jurisdiction of the principal place of business of the SE.

### Environmental Condition of Site

Client has disclosed to SE in writing the existence of all known and suspected mold, Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substance, and other Constituents of Concern located at or near the Site, including type, quantity, and location. If SE encounters or learns of hidden and/or undisclosed Constituent of Concern at the Site, then the SE shall notify the Client. The Client shall authorize and pay for all costs associated with the investigation of Constituents of Concern and, if necessary, all costs needed to correct said condition. If Client fails to authorize such investigation or correction after due notification, or if the SE has no reason to believe such a condition exists, then the Client is responsible for all risks associated with this condition, and the SE shall not be responsible for the current condition or any resulting damages to persons or property. The Client acknowledges that SE is performed professional services for Client and that SE is not and shall not be required to become an "owner", "arranger", "operator", "generator", or "transporter" of hazardous substances which are or may be encountered at or near the Site in connection with SE's activities under this Agreement.

### Indemnification

The Client shall indemnify and hold harmless SE and its officers, directors, members, partners, agents, and employees, and sub-consultants from any and all claims, costs, losses, expenses (including reasonable attorney fees), and damages arising out of or relating to the Project, provided that any such claims, costs, loss, or damage is attributable in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by Client (except the SE) or anyone for whose acts any of them may be liable. This indemnification includes any claim, damage, or losses due to the presence of Constituents of Concern.

### Additional Services

The Client may request additional services not included in the original Proposal for Services. Additional services will be performed under the Standard Terms and Conditions and authorized by Addendum hereto.

### Limitation of Liability

To the fullest extent permitted by law, the aggregate liability of the SE and its affiliates and sub-consultants and their employees, offices, and directors for all injuries, claims, losses, expenses and defense costs, direct or consequential damages or claim expenses arising out of this Agreement, from any cause or causes, shall be limited to the compensation received by the SE under this Agreement. Such causes include, but are not limited to, the SE's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, statutory, trespass, indemnity, misrepresentation, or any other theory of liability.

**PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF TERESA L. TOOLE P.E., INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE OR SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.**

### Standard of Care

The standard of care for all professional engineering and related services performed or furnished by SE under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and same locality. SE makes no warranties, express or implied, under this Agreement or otherwise, in connection with SE's services.

### Reimbursable Expenses

Reimbursable expenses include expenses incurred directly or indirectly by SE in connection with the performing or furnishing of services for the Project. Reimbursable expenses shall be charged at cost plus fifteen percent (15%).

### Construction

During construction the SE shall not have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

### Certificate of Merit

The Client shall not make any claims for any action for damages alleging professional malpractice by SE, either directly or by way of a cross complaint against the SE, unless the Client has filed with the complaint an affidavit of a third-party professional engineer competent to testify, currently practicing in the same discipline as the SE, and licensed in the State of Florida, which affidavit shall set for specifically at least one negligent act, error, omission claimed to exist and the factual basis for each claim. The affidavit shall be provided to the SE not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.





CITY OF NORTH PORT

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

Date: 11/27/2023

Page: 1 of 3

CITY OF NORTH PORT  
Public Works  
1100 Chamberlain BLVD  
North Port, Florida 34286

Contact Person: Manuel Abreu, Project Manager  
Contact Phone: 941-302-4057  
Contact Fax:  
Contact Email: mabreu@northportfl.gov

**Reply No Later Than: December 18th @ 2:00 p.m. (EST)**

REQUEST FOR LETTERS OF INTEREST NO. 2024-06-FM

CITY OF NORTH PORT DALLAS WHITE MULTI-USE FIELD WITH MUSCO LIGHTING  
&  
ADA SIDEWALKS

The City of North Port Public Work and Parks & Rec is currently accepting Letters of Interest from all the firms within Contract No. 2016-23, Professional Engineering Services for Parks.

**INTENT:** It is the intent of Public Works to secure professional engineering services to design, permit, provide bidding assistance, and provide construction phase services associated with the design of a multi-use ball field for football, flag football & soccer. The existing field is for soft ball and will require redesign to include proper grade and drainage of the grounds, Bermuda sod, irrigation, turf, fencing, goals, fencing back stops, MUSCO led lighting, electrical etc. ADA Improvements include adding ADA-Compliant sidewalks throughout the park, and review of grading.

**BACKGROUND/SCOPE OF SERVICES:**

**BACKGROUND**

North Port Public Works (PW) and Park's & Recreation has need of a multi-use soccer/multipurpose field. The existing field is used for softball and will require a redesign to include proper grade and drainage of the grounds, Bermuda sod, irrigation, turf, fencing, goals, fencing back stops, MUSCO led lighting, electrical etc. ADA Improvement include adding ADA-compliant sidewalks throughout the park, and review of grading. Services to include survey as required.

**SCOPE OF SERVICES**

**TASK 1- PROJECT MANAGEMENT AND COORDINATION**

This task will include overall project management by the consultant and coordination with PW, attendance at project meetings, and assistance with any permitting coordination as needed. This task will include a project kickoff meeting with PW and Parks & Recreation staff to review the project, regulatory concerns, and any items pertinent to the progress of the project.

Additional data may be requested as needed. The firm will work with PW 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 review existing infrastructure, design and engineer new soccer /multi use field which will include proper grade and drainage of the grounds, Bermuda sod, irrigation, turf, fencing, goals, fencing back stops, MUSCO led lighting, electrical etc. ADA Improvements including adding ADA-compliant sidewalks throughout the park, and review of grading. The specifications will conform to the City's procurement procedures and related front-end documents.

The firm will coordinate the limited, but necessary, topographical survey work and geotechnical services, including the location, size and configuration within the areas of improvement.

The firm will prepare all permit applications necessary to execute construction of the project. The firm will coordinate with PW and applicable regulatory agencies on any requests for information and compliance requirements.

## **TASK 3 – BID PHASE SERVICES**

The firm will attend a pre-bid meeting as necessary and assist the City and the CMaR under contract to the City in answering sub-contractor questions via addenda during the bidding process. The firm will attend bid opening and GMP negotiation with the CMaR under contract to the City.

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

The firm shall provide services during construction for submittal review and approval, response to requests for information from the CMaR, and assist in the review of changes orders as needed. The firm will use construction information provided by PW, 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. Services provided will also include participation in progress meetings with PW staff and CMaR and subcontractors as needed. The firm shall provide assistance as needed with project closeout items as may be required for regulatory permitting.

## **DELIVERABLES**

The firm shall provide an electronic copy of their plans, specifications and details. The proposers to provide timeline for the project. The specifications and all other written material will be provided electronically in Microsoft Word format and portable document format (pdf) & CAD. Plans will be provided in pdf format. Once this contract is complete, the specifications, bid form and details will become property of PW and the City of North Port.

The project milestones and deliverables to be provided for this project include the following:

- Kickoff meeting attendance, agenda and minutes
- Topographical survey
- Data request list
- Coordination of regulatory permitting
- Design of the Multi-use Field
- Review 30%, and 90% plans and specifications with PW, CMaR
- Final plans signed and sealed by a professional engineer licensed in Florida, permits, specifications, bid forms, and Engineer's Opinion of Probable Construction Cost.
- Attendance at pre-bid meeting and progress meetings with the project team as needed.
- Assistance with bid opening and GMP negotiation
- Submittal review and response to requests for information during construction
- After construction, certification of construction, prepare signed and sealed record drawings, and project closeout.

## **PROPOSAL 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; the firm's proposed cost saving measures 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 five (7) years. Name, title, email and phone numbers are required for appropriate contact for each reference.

Proposals are to include the names of all subcontractors to be used on this project.

**E-VERIFY SYSTEM:** The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor 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 Contractor shall comply with all other federal laws pertaining to the subcontractor.

## **ATTACHMENTS**

1. Conflict of Interest Form
2. Disclosure for Consultant, Engineer, Architect
3. Scrutinized Companies Form
4. Vendor's Certification for E-Verify Form
5. Statement of Non-Submittal
6. Site Aerial

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

Any questions concerning this project must be submitted via email to both Manuel Abreu and Kim Humphrey at [mabreu@northportfl.gov](mailto:mabreu@northportfl.gov) and, [khumphrey@northportfl.gov](mailto:khumphrey@northportfl.gov) respectively no later than **December 11th, 2023**.

All firms within Contract No. 2016-23 are encouraged to submit a letter (not to exceed three 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 FACILITIES DEPARTMENT  
ON OR BEFORE DECEMBER 18<sup>TH</sup> , 2023, AT 2:00 P.M. (EST) VIA EMAIL TO:**

**Manuel Abreu: [mabreu@northportfl.gov](mailto:mabreu@northportfl.gov)  
AND  
Kim Humphrey: [khumphrey@northportfl.gov](mailto:khumphrey@northportfl.gov)**

**CONTRACT 2019-23**  
**PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF NORTH PORT**

**Dallas White Multi-Use Field and ADA Sidewalk Project**

**SCOPE OF SERVICES**

**Introduction:**

This project is for the renovation of Dallas White Park, located at 5600 Greenwood Ave. in the City of North Port. It is anticipated that the existing softball field will be converted to a multi-use field for football, flag football and soccer. The project will include redesigning the sod, irrigation, fencing, goals, Musco lighting and required electrical work. In addition, ADA-compliant parking spaces and various sidewalk connections will be included. At the softball field the concrete block maintenance building will remain, and the aluminum bleachers and shade structures will be re-purposed elsewhere in the park as applicable. The other areas of the park will not require any additional work. 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 softball field transition to a multi-use field, field transition effects on the existing field lighting locations, relocation of existing stadium bleachers and address ADA compliant parking and sidewalk connection issues.
- 2.3 Submit conceptual plan to the City for review and concurrence. Revise Conceptual plan based on City review comments (max. 3 revisions)
- 2.4 Provide a topographic and tree survey of a portion of the existing park that extends from the western edge of the tennis courts to the east property line and from Greenwood Ave. to the canal.
- 2.5 Design and detail the multi-use field for football, flag football and soccer. Determine turf section, grading, fencing, goals, field lighting and associated electrical requirements.

- 2.6 Design and detail ADA compliant parking and sidewalk connections as shown on the Conceptual plan.
- 2.7 Provide geotechnical services for soil borings and testing for new field lighting poles and foundation design requirements.
- 2.8 Provide foundation design and drafting services for new lighting poles.
- 2.9 Coordinate with Musco Lighting for photometric site plan, new light standard details and new or relocated light poles for the multi-use field. In addition, the light fixtures for the tennis courts and beach volleyball area will be replaced at the same time. Musco will provide a new controller to match the controllers for other City of North Port parks.
- 2.10 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) modification requirements.
- 2.11 Following the SWFWMD pre-application meeting, and following the conceptual 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
  - Plan & profile Sheets for field transition, and ADA compliant parking and sidewalk connections including all existing information. Profile will depict the back of sidewalk profile, existing grade 10 feet behind sidewalk, edge of pavement grades, swale flow line, drainage piping, drainage structures, cross walks and utilities crossings.
  - 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 Prepare and submit preliminary design plans (30%) and preliminary cost estimate to City staff to review and provide comments for final design.
- 2.13 Prepare, submit ERP modification (or exemption) application to SWFWMD with required exhibits including stormwater calculations, report and best management plan and details and obtain required permit.
- 2.14 Prepare and submit information to the City for Staff Development Review.
- 2.15 Address City Staff Development Review comments and proceed to 90% complete.
- 2.16 Advance plans to 90% submission, prepare specifications, bid forms and cost estimate for 90% submission 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 irrigation system and controls
- 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.
- Environmental Site Assessment or other environmental services
- Landscape design services
- Public involvement or presentations
- Utility design

**Schedule:**

- Survey, design and permitting tasks between March 1, 2023 and December 31, 2024 based upon a Notice to Proceed prior to March 1, 2023.

**Fees:**

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

Request for Letter of Interest  
 Contract No. 2019-23 PROFESSIONAL ENGINEERING SERVICES FOR CITY FEES, RATES, METHODOLOGIES AND ASSESSMENTS  
**RLI 2024-06-FM Dallas White Multi-Use Field & ADA Improvements**

| Evaluation Criteria<br>DMK Associates   | Rating     | Consultant Scores |              |              |  |
|---|------------|-------------------|--------------|--------------|--|
|   |            | Manuel Abreu      | Thomas Brown | Dawn Swauger |  |
| CONSULTANT'S understanding of project and required deliverables included a draft scope of services          | 4<br>0-5   |                   |              |              |  |
| Previous experience of CONSULTANT related to described project  | 4<br>0-5   |                   |              |              |  |
| Proposed detailed approach for completing the described project   | 3<br>0-5   |                   |              |              |  |
| Cost to perform the described project   | N/A<br>0-5 |                   |              |              |  |
| Timeline and milestones needed to complete the described project  | 1<br>0-5   |                   |              |              |  |
| Sub-consultants necessary for the completion of the described project and the reasoning for their necessity | 2<br>0-5   |                   |              |              |  |
| Any cost saving measures for the described project  | 0<br>0-5   |                   |              |              |  |
| Total Score   |            | 14                |              |              |  |

Projects proposed are equivalent to this project.

Reviewer Member Name (Print) \_\_\_\_\_  
 Reviewer Member Signature \_\_\_\_\_

*Handwritten Signature*  
 1/11/24



Request for Letter of Interest  
 Contract No. 2019-23 PROFESSIONAL ENGINEERING SERVICES FOR CITY FEES, RATES, METHODOLOGIES AND ASSESSMENTS  
**RLI 2024-06-FM Dallas White Multi-Use Field & ADA Improvements**

| Evaluation Criteria<br>DMK Associates   | Rating | Consultant Scores |              |              |  |  |  |
|---|--------|-------------------|--------------|--------------|--|--|--|
|   |        | Manuel Abreu      | 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    |                   |              | 0            |  |  |  |
| 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            |  |  |  |
| <b>Total Score</b>  |        |                   |              | <b>12</b>    |  |  |  |
| Remarks: There is no mention of availability and/or expertise of staff. There is no schedule to meet the timeline of the project. |        |                   |              |              |  |  |  |



Reviewer  
Member  
Name (Print)  
Reviewer  
Member  
Signature

Reviewer  
Member Name (Print)  
Reviewer Member Signature

Reviewer Member Name (Print)  
Reviewer Member Signature  
*Dawn Swauger*

Request for Letter of Interest  
 Contract No. 2019-23 PROFESSIONAL ENGINEERING SERVICES FOR CITY FEES, RATES, METHODOLOGIES AND ASSESSMENTS  
**RLI 2024-06-FM Dallas White Multi-Use Field & ADA Improvements**

| Evaluation Criteria<br>DMX Associates   | Rating | Consultant Scores |              |              |  |
|---|--------|-------------------|--------------|--------------|--|
|   |        | Manuel Abreu      | Thomas Brown | Dawn Swauger |  |
| CONSULTANT'S understanding of project and required deliverables included a draft scope of services          | 0-5    |                   | 3            |              |  |
| 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    |                   | 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 |        |                   | 2            |              |  |
| Any cost saving measures for the described project  | 0-5    |                   | 0            |              |  |
| Total Score   |        |                   | 16           |              |  |

|                              |   |                              |   |
|------------------------------|---|------------------------------|---|
| Reviewer Member Name (Print) | Manuel Abreu  | Reviewer Member Name (Print) | Tom Brown   |
| Reviewer Member Signature    |  | Reviewer Member Signature    |  |