

21 March 2023

Kim Humphrey, Project Manager
 City of North Port
 Public Works
 1100 N. Chamberlain Blvd.
 North Port, Florida 34286

RE: Agreement No. 2021-17
 Professional Architectural and Engineering Services
 for the City of North Port, Florida Police Department Facilities
 PHASE 1- Planning/Conceptual Design

AMENDMENT No. 01- ADDITIONAL SERVICES

- Part A-** Extended Programming, Staff meetings and Travel (MWL Inc.)
- Part B-** Environmental Evaluations- Environmental Consulting & Technologies Inc (ECT Inc.)
- Part C-** Allowance for Geotechnical Soils Investigation and Report

Dear Kim:

Pursuant to our previous conversations and understanding our Design Team is requesting Additional Service fees as described in AMENDMENT No. 1, Part A and Part B and indicated as follows:

- Amendment No. 1- **PART A-** Extended Programming, Staff Meetings and Travel as indicated by MWL Inc. Refer to attached MWL Inc. documents describing extended work scope and travel expenses.

Proposed Professional Service FEE (MWL Inc.) - PART A	\$12,550.00
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- Amendment No. 1- **PART B-** Environmental Evaluations selected Land Parcels
 Refer to Proposal letter from Environmental Consulting &Technologies, Inc. (ECT, Inc) with Exhibit "A" for full description of Scope of Work- Tasks 1 thru 4 and Exhibit "B"- hourly rates. Brief description of Exhibit A tasks: **Task 1-** Desk top review, **Task 2-** Wetland Assessment , **Task 3-** Habitat Assessment and listed species survey and **Task 4-** Environmental Due Diligence Report.

Proposed Service FEE (ECT, Inc.)	\$ 4,400.00
SchenkelShultz,Inc. Administration FEE (10% fee)	<u>\$ 440.00</u>
Proposed Professional Service FEE (ECT and SSA)- PART B	\$ 4,840.00

- Amendment No.1-**PART C** – Geotechnical Soils Investigation ALLOWANCE **\$5,000.00**

If you should have any questions or concerns please contact our office at your earliest convenience.

Sincerely yours,



Kenneth G. Dean AIA, LEED AP

Attachments: MWL Inc-Fee Proposal
 ECT,Inc- Fee Proposal w/ Exhibits A and B

CC: File # 2020813

Iris Zayas- SchenkelShultz,Inc



McClaren, Wilson & Lawrie, Inc.

330 South Naperville Road
Suite 202

Wheaton, Illinois 60187

(630) 868-3764

March 14, 2023

Kenneth G. Dean, AIA, Partner
SCHENKELSHULTZ

Re: North Port Police
Facility Needs Assessment
Request for Additional Services Compensation

Ken,

Pursuant to our phone conversation on this topic, I am sending the following description and breakdown of additional work provided to ShenkelShultz for this project as of March 13, 2023.

MWL experienced a significant increase in Scope of Work and associated hours, compared to our Agreement.

Extended Schedule – Originally scheduled to be complete in November 2022, MWL's work has extended into January, February and March. I am including an attached breakdown of hours beyond the original agreement.

Additional Trips – Our Agreement included 6 trips by MWL. Our actual trips has been 9, Including the trip to the March 2 City Commission meeting. I am attaching a breakdown of travel expenses, including the dates of three additional trips.

Sincerely,

A handwritten signature in black ink that reads "Dean S. Roberts". The signature is written in a cursive, flowing style.

Dean S. Roberts, Senior Principal
McClaren, Wilson & Lawrie (MWL)

Architecture for Law Enforcement
And the Forensic Sciences

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PART A

PROFESSIONAL SERVICES AGREEMENT

ECT Project Number: P23NR-9999

This Agreement, by and between SchenkelShultz Architecture, 330 S Pineapple Ave., Suite 210, Sarasota, FL 34236 (hereinafter called "CLIENT"), and Environmental Consulting & Technology, Inc. and its Affiliates, 7027 SW 24th Ave, Gainesville, Florida 32607-3704 (hereinafter called "ECT"), is effective as of March 8, 2023.

Because CLIENT needs consulting services, and

ECT represents that it possesses the knowledge, ability, professional skills, and qualifications to perform this work in an expeditious and economical manner, and

ECT recognizes the trust and confidence placed in it and covenants with CLIENT to furnish its skills and judgment and to cooperate with CLIENT;

Therefore, in consideration of the mutual promises made herein, CLIENT and ECT agree as follows:

ARTICLE I—TERM OF AGREEMENT

The term of this Agreement shall be from the date first written above to such point as the project contemplated in this Agreement is completed. If a specific termination date is required, this date shall be agreed upon in writing by both parties to this Agreement.

ARTICLE II—SCOPE OF WORK

ECT shall perform professional services as described in Attachment A to this Agreement.

ARTICLE III—COMPENSATION

1. ECT's charge for services will be at the hourly rate for individuals working directly on the project, plus reimbursable expenses, in accordance with Attachment B to this Agreement.
2. Reimbursable expenses shall mean the actual expense of transportation and subsistence of principals and employees, consultants' fees, subcontractors' fees, facsimile transmissions, reproduction of reports and other project-related materials, expendable supplies directly used on the project, computer charges, equipment use fees, and similar project-related items. A fifteen percent service charge will be applied to all reimbursable expenses.
3. CLIENT shall pay any applicable state sales tax in the manner and in the amount as required by law. Any such tax is in addition to the maximum cost specified for this Agreement.
4. Delays caused by unforeseen occurrences including, but not limited to, unfavorable weather conditions, partial or complete plant or process shutdowns, strikes, floods, or fires that extend the effort required will constitute a Change-of-Scope.
5. The estimated fee for these services is \$4400.00 and will not be exceeded without authorization from CLIENT.

ARTICLE IV—METHOD OF PAYMENT

1. Monthly, ECT will invoice CLIENT for all services rendered under this Agreement. Invoices shall be due and payable within thirty (30) calendar days after receipt. Any unpaid balances for other than disputed charges will draw interest at the lesser of one and one-half (1.5) percent per month or the highest rate allowed by law commencing thirty (30) days after the date of invoice. CLIENT shall notify ECT in writing of any disputed amount within fifteen

(15) calendar days after date of invoice; otherwise, all invoice charges are agreed to be acceptable and correct.

2. The monthly invoice shall be for the percent of the total fixed price equivalent to the percent of work completed through the previous month, less previous payments

3. Should any additional documentation be required, time and materials spent compiling information beyond that supplied by a Billing Report, available on request, is considered additional effort and will be billed to CLIENT as outlined in Article III. CLIENT has the right to audit ECT's books and records relating to this Agreement during the performance period and for one (1) year following termination of this Agreement.

ARTICLE V—CONFIDENTIAL INFORMATION

In the course of performance of services by ECT for CLIENT, it is possible that CLIENT will reveal certain confidential information to ECT or that ECT will obtain knowledge of such confidential information through other sources. Likewise, it is possible that CLIENT will become acquainted with certain techniques and procedures used by ECT which ECT considers confidential. ECT and CLIENT will maintain the confidentiality of, and will not release or allow access to, any information, documents, or materials that are designated as confidential by ECT or CLIENT.

ARTICLE VI—REUSE OF DOCUMENTS

All documents, including reports, drawings, and specifications furnished by ECT pursuant to this Agreement, are instruments of service. They are not intended to be suitable for reuse by the CLIENT or others on extensions of work for which they were provided or on any other project. Any reuse without specific written verification of adaptation by ECT will be prohibited by this Agreement. Any such verification of adaptation will entitle ECT to further compensation at rates to be agreed upon by ECT and the CLIENT.

ARTICLE VII—TERMINATION

CLIENT reserves the right to terminate this Agreement at any time, for any reason, upon thirty (30) days written notice to ECT. In the event CLIENT shall fail to make timely payment of any sum owing and due ECT, ECT shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement upon immediate written notice to CLIENT. In either event, payment shall be due to ECT only for those services performed by ECT up to the date of receipt of termination plus reasonable costs incurred in terminating the services as of the termination date. Upon termination, ECT shall provide and turn over to CLIENT all environmental data and analyses prepared up to and including the date of such termination.

ARTICLE VIII—INSURANCE

ECT shall at all times during this Agreement maintain such insurance as is generally available at reasonable expense to businesses similarly situated and as will protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from any action of ECT or its employees in its performance of this Agreement.

ARTICLE IX—INDEMNITY

ECT agrees to hold harmless and indemnify CLIENT from and against any and all claims, demands, actions, or causes of action, including, but not limited to, any and all reasonable costs, expenses, legal fees, and liabilities incurred in and about the investigation and defense thereof, for personal injuries, including death, or property damage suffered by any person, firm or corporation whatsoever and arising from the negligence (reduced by any comparative negligence contributed by any other party) of ECT, its agents, servants, or employees under this Agreement.

Neither ECT nor the CLIENT shall be liable to the other for any special, indirect or consequential damages whatsoever, whether caused or alleged to be caused by negligence, errors, omissions, strict liability, breach of contract or warranty, or any performance of services under this Agreement. In any event, ECT's entire liability under this Agreement will not exceed the total dollar value of the Agreement.

ARTICLE X—NONDISCRIMINATION

1. ECT will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, or national origin. ECT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, sex, or national origin.

2. ECT agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, ECT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including but not limited to Executive Order No. 11246.

ARTICLE XI—STANDARD OF PERFORMANCE

1. ECT will deliver its services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the standard practices of the environmental consulting profession. NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, IS INCLUDED OR INTENDED IN ECT PROPOSALS, CONTRACTS, OR REPORTS.

2. If any part of ECT's work is found to be defective for reasons attributable to ECT within a period of twelve (12) months after completion of the work, ECT's entire liability for such defective work shall be to reperform, at its own expense, those aspects of the work found defective, provided CLIENT notifies ECT in writing as soon as the defect is discovered and within the twelve (12)- month warranty period outlined in this subparagraph.

ARTICLE XII—GENERAL CONDITIONS

1. When participating in any activities in connection with this Agreement, ECT and CLIENT will comply, at their own expense, with all health and safety programs required by law, including but not limited to requiring its employees to attend health and safety training workshops and use safety equipment and procedures required by applicable law.

2. Prior to the start of any work under this Agreement or at any time thereafter when new information becomes available to CLIENT, CLIENT will provide prompt, full, and complete disclosure to ECT of known or potential hazardous conditions or risks to the health or safety of employees, agents, representatives, officers, or directors of ECT or its subcontractors or consultants which may be encountered on CLIENT's properties or in connection with work performed for CLIENT under this Agreement.

3. It is understood and agreed that ECT is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances found or identified at a site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at a site.

4. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance, and that any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Florida and maintained only in any court of competent jurisdiction in the County of Alachua, State of Florida.

5. In the event any legal or other action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including court costs and a reasonable sum for attorney fees at trial and on appeal.

6. The provisions of this Agreement are severable and, should one or more provisions be unenforceable, all other provisions will remain in full force and effect.

7. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreements are superseded by this written Agreement and are not intended to be integrated herein.

8. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by ECT and CLIENT.

(SIGNATURE PAGE FOLLOWS)

Attachment A

Scope of Work

Environmental Consulting & Technology, Inc. (ECT) will undertake the following tasks to assist with environmental due diligence services for the 15.91-acre (+/-) site located on the west side of N. Toledo Blade Boulevard and north of Interstate 75 in the City of North Port, Sarasota County, Florida.

Task 1 - Desktop Review

ECT will review agency records and public databases to research environmental permitting history and existing or previous entitlements for the site where readily available. This will consist of a review of available Southwest Florida Water Management District (SWFWMD), City of North Port, and Sarasota County records to obtain information on existing (or expired) permits and rezone approvals, wetland determinations, or other environmental authorizations tied to this site.

ECT will also conduct a desktop review of maps and public databases to evaluate the site for potential resources that may need to be considered for permitting and development including native habitats, wetlands, and listed species. ECT will conduct the assessment first through a review of publicly available data such as: high resolution aerial photographs, National Wetlands Inventory (NWI), SWFWMD Land Use data, the Natural Resource Conservation Service (NRCS) Soil Survey, and listed species databases.

Task 2 - Wetland Assessment

If the site contains wetlands or surface waters, ECT will delineate and map the approximate landward extent of jurisdictional wetlands and surface waters in accordance with the state methodology outlined in Chapter 62-340 F.A.C. (*Delineation of the Landward Extent of Wetlands and Surface Waters*) and will field locate each wetland flag/stake with a GPS¹ unit to map wetlands.

Task 3 - Habitat Assessment and Listed Species Survey

ECT will conduct a habitat assessment to evaluate the site for habitats that could be used by listed species and will also map all native habitats in accordance with the *Florida Land Use and Classification Forms System* (FDOT 1999). ECT will conduct a general listed species survey to evaluate onsite habitats for state and federally listed wildlife that may need to be considered for permitting and development of this site based on Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (USFWS) guidelines. The survey will focus on listed species that are known to occur on Sarasota County including gopher tortoises (*Gopherus polyphemus*), Southeastern American kestrel (*Falco sparverius paulus*), Florida sandhill cranes (*Antigone canadensis pratensis*), Florida scrub jays (*Aphelocoma coerulescens*),

¹ Global Positioning System

bald eagles (*Haliaeetus leucocephalus*), Eastern indigo snakes (*Drymarchon couperi*), Florida bonneted bats (*Eumops floridanus*) and wood storks (*Mycteria americana*).

Incidental sightings of wildlife or indications of their presence (e.g., burrows, nests, rookeries, etc.) will be documented. The listed species survey will include a preliminary (15%) gopher tortoise survey in accordance with FWC's *Gopher Tortoise Permitting Guidelines* (Revised July 2020) to locate any gopher tortoise burrows and evaluate the need for gopher tortoise permitting and relocation.

Task 4 - Environmental Due Diligence Report

ECT will prepare a due diligence report summarizing our findings pertaining to jurisdictional wetlands, native upland habitats, and listed species to determine environmental development constraints and permitting needs associated with the property. ECT's report will address permitting requirements for state (SWFWMD), federal (FDEP 404), and City of North Port approval and will also address listed species permitting needs that may need to be addressed with FWC and USFWS. Maps will be provided with the report that shows the approximate jurisdictional extent of wetlands, native habitat maps (i.e., FLUCFCS), and locations of any listed species (including burrows or nests) that are documented either on-site or in close proximity to the site.

ASSUMPTIONS

The tasks and estimated costs outlined in this Scope of Services are based on the following assumptions:

- ECT will be granted reasonable access to the property.
- The Client will be responsible for securing all work sites, and ECT shall not be responsible for any acts or damages due to vandalism, theft, wildfire, adverse weather conditions, or acts of God.
- The services outlined in this Scope applies to a 15.91-acre (+/-) site (Parcel Nos. 0938013913, 0938013915, 0938013914, 0938013916, and 0959-07-3917) located on the west side of N. Toledo Blade Boulevard and north of Interstate 75 in the City of North Port, Sarasota County, Florida.
- This Scope does not include engineering or professional surveying services.
- No permitting included.
- No Phase I ESA included.
- No tree surveys included.
- This proposal does not include archaeological or cultural resource services.
- No formal listed species surveys or pre-construction surveys included (i.e., 5-day scrub jay survey, acoustic bat surveys, 100% gopher tortoise survey). Should additional surveys be required during permitting or prior to construction, this will be considered additional services.

COMPENSATION

All services associated with this Scope of Work will be provided on a time and materials basis based on the attached Schedule of Fees (Attachment B) and will not exceed \$4,400.00 without further written authorization from the Client. Services will be billed on a monthly basis.

ATTACHMENT B

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

PROFESSIONAL SERVICES FEE SCHEDULE

(EFFECTIVE THROUGH DECEMBER 31, 2023)

Position	Rate/Hour	Position	Rate/Hour
Engineers		Project Management	
Sr. Principal Engineer	\$275	Sr. Account Director	\$300
Principal Engineer	\$250	Account Director	\$275
Sr. Engineer II	\$225	Sr. Project Manager	\$225
Sr. Engineer	\$210	Project Manager II	\$200
Engineer II	\$195	Project Manager	\$185
Engineer	\$170	Associate Project Manager	\$170
Sr. Associate Engineer	\$155	Cultural Resources	
Associate Engineer II	\$140	Sr. Principal CR Specialist	\$235
Associate Engineer	\$130	Principal CR Specialist	\$215
Scientists		Sr. CR Specialist II	\$200
Sr. Principal Scientist	\$250	Sr. CR Specialist	\$185
Principal Scientist	\$225	Staff CR Specialist II	\$160
Sr. Scientist II	\$200	Staff CR Specialist	\$150
Sr. Scientist	\$185	Sr. Associate CR Specialist	\$140
Scientist II	\$175	Associate CR Specialist II	\$130
Scientist	\$165	Associate CR Specialist	\$115
Sr. Associate Scientist	\$150	Project Coordination & Administration	
Associate Scientist II	\$135	Sr. Project Coordinator	\$110
Associate Scientist	\$120	Project Coordinator	\$100
Planning and Landscape Architecture		Sr. Administrator	\$85
Sr. Principal Planner/Landscape Architect	\$275	Administrator	\$75
Principal Planner/Landscape Architect	\$250	Field & Technical Support Services	
Sr. Planner/Landscape Architect II	\$225	Field Service Manager	\$115
Sr. Planner/Landscape Architect	\$210	Field Specialist	\$110
Planner/Landscape Architect II	\$195	Sr. Technician	\$95
Planner/Landscape Architect	\$170	Technician II	\$80
Sr. Associate Planner/Landscape Architect	\$155	Technician	\$65
Associate Planner/Landscape Architect II	\$140	GIS and CAD Support	
Associate Planner/Landscape Architect	\$130	GIS/CAD Manager	\$180
Expert Support		Senior GIS/CAD Analyst	\$150
Expert Witness	\$375	GIS/CAD Analyst	\$135
Subject Matter Expert	\$325	Drafter/ GIS Specialist II	\$125
Certified Industrial Hygienist	\$230	GIS/CAD Technician	\$110

Rates for non-exempt employees working overtime will be charged at one and one-half times the above rates.

The above rates include all direct and indirect costs except reimbursables. Indirect costs include such items as overhead, profit, and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, annual leave, and holiday pay.

Reimbursable expenses shall mean the actual expense of transportation and subsistence of principals and employees, consultants' fees, subcontractors' fees, toll telephone calls, facsimile transmissions, reproduction of reports and other project-related materials, expendable supplies directly used on the project computer charges, equipment use fees, and similar project-related items. A fifteen percent service charge will be applied to all reimbursable expenses.

The rates for ECT billing categories listed herein are valid through December 31, 2023 and are subject to revision thereafter.