



City of North Port

PURCHASING

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WORK ASSIGNMENT

Johnson Engineering, Inc.

CONSULTANT

CONTINUING CONTRACT NO. & TITLE

2019-23-09 Professional Engineering Services - Continuing Services

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #

2023-10PW

AGENDA ITEM 24-0744 JUNE 25, 2024 COM MTG

SHORT TITLE

Stockton Avenue Extension

DATE SUBMITTED

4/23/2024

AMOUNT (LUMP SUM)

\$337,233

SCHEDULED COMPLETION

June 30, 2025

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 2024

DEPARTMENT

TOTAL OF PREVIOUS ASSIGNMENTS	\$0
THIS WORK ASSIGNMENT	\$337,233
TOTAL WORK ASSIGNMENTS	\$337,233
ACCOUNT NO/PROJECT NO	R23CWC / 153-5000-541.63-00

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:

 4/23/2024  
 CONSULTANT DATE  
 CHRISTOPHER D. BEERS, JOHNSON ENGINEERING INC

APPROVED BY:

Tricia Wisner  
 Digitally signed by Tricia Wisner  
 Date: 2024.06.03 17:32:28 -04'00'

Lisa Herrmann  
 Digitally signed by Lisa Herrmann  
 Date: 2024.06.05 11:32:51 -04'00'

DEPARTMENT DIRECTOR DATE

Ginny Duyn  
 Digitally signed by Ginny Duyn  
 Date: 2024.06.05 12:17:51 -04'00'

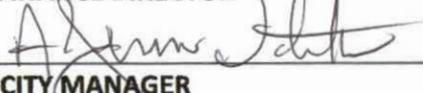
BUDGET ADMINISTRATOR DATE

Irina Kukharensko  
 Digitally signed by Irina Kukharensko  
 Date: 2024.06.05 12:48:54 -04'00'

PURCHASING DATE

 Date: 2024.06.06 13:00:20 -04'00'

FINANCE DIRECTOR DATE

 6-25-24  
 CITY MANAGER DATE

ASSISTANT CITY MANAGER DATE

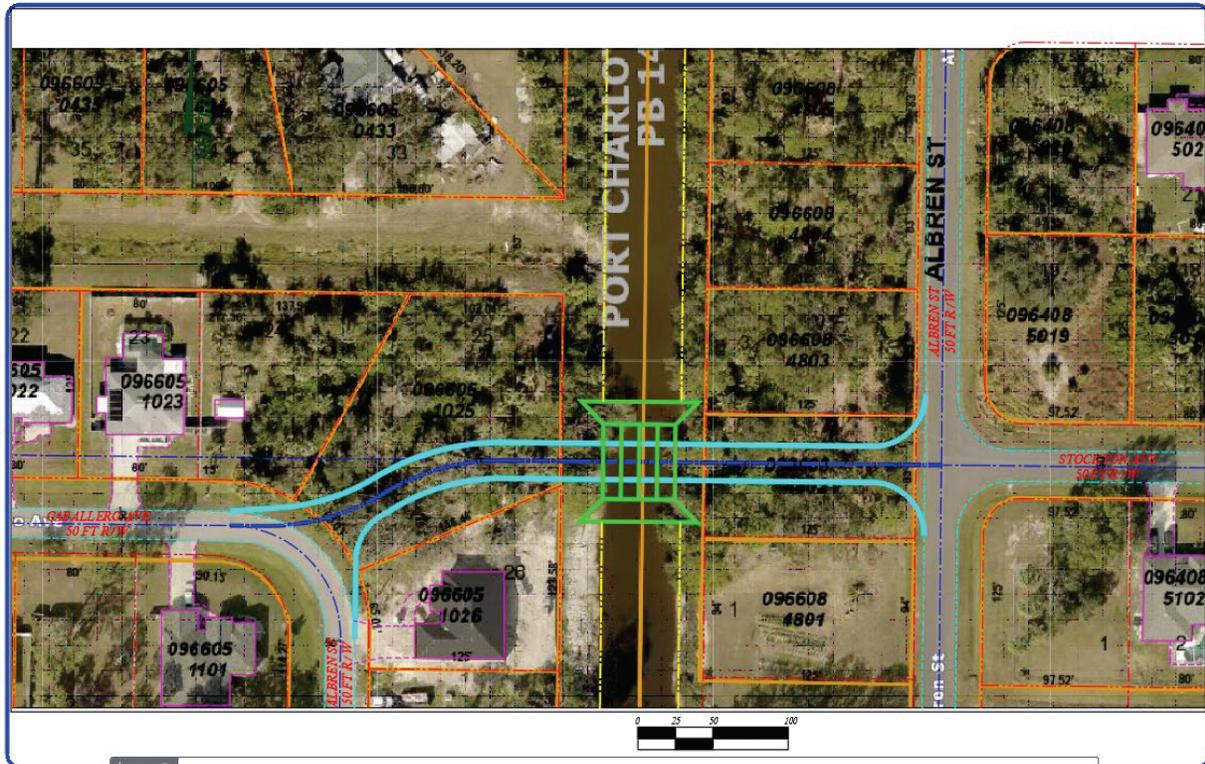
**Project: Stockton Avenue Extension w/ Waterway Crossing (LOI No: 2023-10PW)**

**Section – Township – Range: 15-39-21**  
**County: Sarasota**  
**Consultant: Johnson Engineering, Inc.**

**Latitude: 27.079644**  
**Longitude: -82.189533**  
**City: City of North Port**

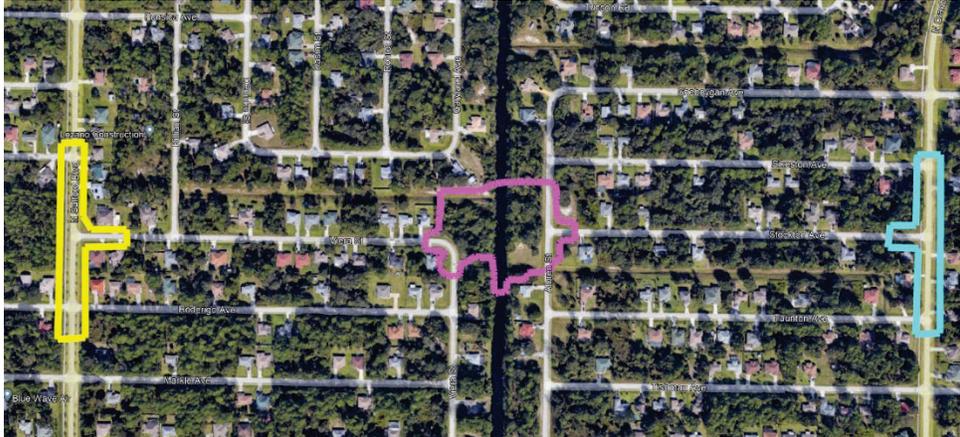
**Background**

- a) North Port Public Works/Engineering has identified the need to permit and construct an alternate/secondary local street connectivity route in the City to supplement east-west traffic flow currently on Price Boulevard. The City is currently in the process of acquiring parcels 0966-08-4802 and 0966-05-1025 which will be used for the Stockton Avenue extension. Consultant is not involved with any acquisition projects for land or easements.
- b) On 4/5/24, the City and CONSULTANT discussed the schedule needs of this project and the importance for targeting construction complete October 2025 to enable this new corridor to be a reliever for the future Price Blvd widening project. This schedule contained herein will be fast-tracked and additional resources mobilized to address this critical scheduling parameter.
- c) Southwest Florida Water Management District (SWFWMD) will require a wetland and other surface water (OSW) to be identified and coded for the project.
- d) The US Army Corps of Engineers (USACE) permitting process has become necessary on storm structures and will be included in this scope.
- e) No City of North Port Site Development Review (SDR) process is included.
- f) The new crossing and roadway alignment will connect and re-configure the new intersections with Stockton Ave & Albren St/Vera St (see Figure A) with the east/west corridor being the principal flow of traffic and stop signs placed to accommodate this principal flow.



**Figure A: Concept Layout**

g) The City has added (2) left turn lane (see Figure B) to be configured along with the box culvert placement, 1) on Salford & 2) on Cranberry. Some of the City directives on these turn lanes are:



**Figure B: Project limits & new turn lanes on Salford & Cranberry**

- i. No Traffic Impact Statement or Traffic Study is required by the CONSULTANT.
- ii. Salford is posted 40 mph & Cranberry is posted 30 mph. The 85<sup>th</sup> percentile speed for both roads are nearest to 45 mph. If it will not result in an extreme over-design, use 45 mph as the design speed for both turn lanes. This is the starting approach but if for some reason it is a problem, then we can scale back as needed.
- iii. Weight Limits for Snover Waterway crossing: Knowing this new Stockton Bridge/Box Culvert will be a connection of traffic from Salford/Cranberry as well as Price Blvd over the existing bridges over Snover Waterway. The posted weight limits over the Snover Waterway should be considered. On Salford, there is a posted weight restriction 29T and restricts the vehicles to single chassis (no tractor/trailers). Cranberry has lower single chassis weight limits but also allows for tractor/trailer vehicles. Design vehicle for the new box culvert is to accommodate HS20-44 as the loading criteria.



Salford Blvd: Posted Weight Limits



Cranberry Blvd: Posted Weight Limits

- iv. Salford has existing oak trees (part of the community plan of this area of the City) in the green space between the sidewalk and the pavement. When adding the left turn lane on Salford Blvd, the City dictates the trees replaced, relocated, or removed with the widened left turn lane Salford section. The trees will be replaced or relocated to account for the new clear zone requirements, see Figure C. There is no irrigation source for these trees; the City will provide irrigation to the new (or relocated) trees. There are no services included to address the irrigation supply in this scope/fee.

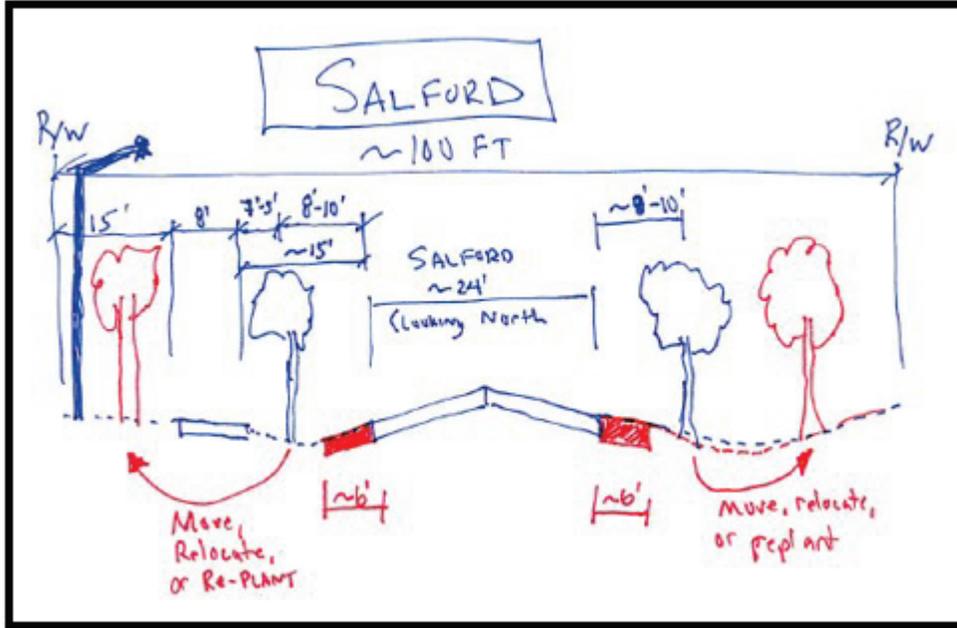


Figure C: Salford Blvd concept left turn lane cross section

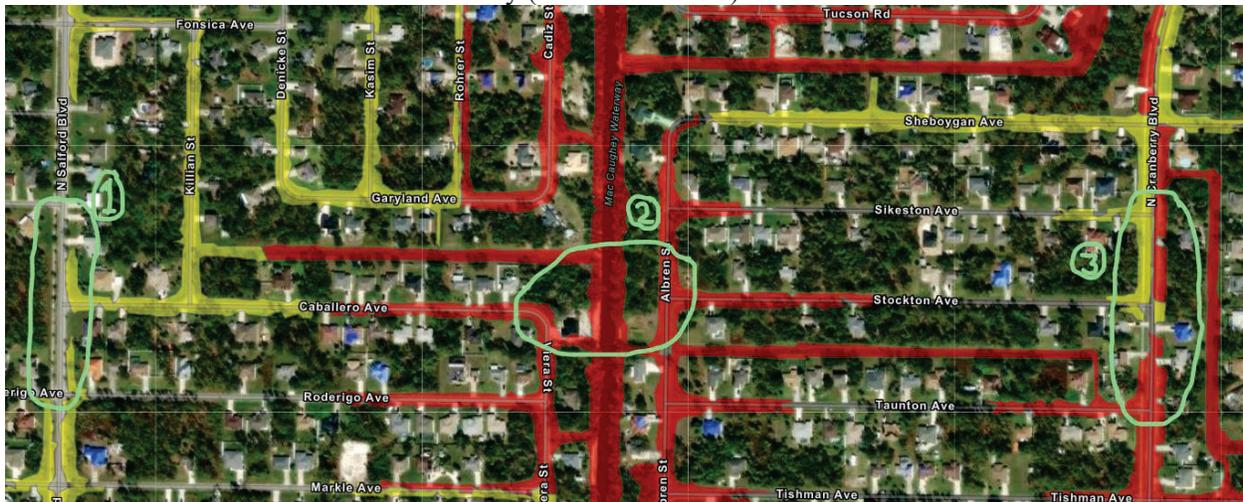
- v. FDOT standards for 45 mph auxiliary and left turn lanes have specific tables and details of requirements for turn lanes lengths, tapers, medians, etc. These FDOT standards would exceed this neighborhood configuration of streets/intersections north and south of the box culvert street. The City will waive the FDOT criteria for left turn lane development and go with a best-fit configuration, so the turn lanes do not exceed the closest intersections within this area.
- h) The City claims an existing 20 ft-canal maintenance easement along Mac Caughey Waterway and all lots have a 6' drainage easement on each side of the property (side, rear, front).
- i) The design is to accommodate a 10-ft wide multi-use pathway on the north side of the box culvert, this pathway will not be constructed at this time.
- j) SWFWMD conducted a pre-application meeting with the City & CONSULTANT on 2/21/2024, the project permitting needs were discussed, SWFWMD has provided the pre-app meeting minutes. These minutes dictate the turn lanes could be an exemption.
- k) The current model for the City of North Port Big Slough CHAN model (last updated 12/30/2016) will be supplied by SWFWMD.
  - i. SWFWMD requires submission for the ERP to be an AdICPR model of the 25-yr, 24-hr storm event.
  - ii. The CONSULTANT will extract from this CHAN model up to five (5) nearest upstream/downstream nodes (see Figure D), convert the data to provide AdICPR inputs for the 25-yr, 24-hr storm event, and size the box culvert at the project location.

- iii. There will be no other interpretive data input into the AdICPR model besides the CHAN nodes. If any other data needs to be gathered, surveyed, interpreted, extracted, or derived, this will be additional services.



**Figure D: Possible CHAN/AdICPR nodes to model for new box culvert sizing**

- 1) The CONSULTANT will include FEMA floodplain compensation considerations, see Figure E for the current FEMA flood overlay (red shaded areas).



**Figure E: City of North Port Current FEMA Flood Map overlay**

The red area is the high-risk zone AE as indicated in the legend. Area with no color is zone X which is a lower risk flood zone corresponding to areas determined to be outside the 0.2% annual chance floodplain. Areas in yellow are Zone X-shaded and has 0.2% annual chance of flood or are areas of 1% annual chance flood with average depths of less than one foot or with drainage areas less than one square mile.

- m) The City has requested boat ramps to be designed within the box culvert portion, these ramps are only for City access for operations and maintenance (see Figure F).
  - a. The boat ramps will be designed on both north & south side of the proposed box culvert.
  - b. The boat ramps will be entirely made of concrete and will extend in and under the waterline, the ramps will attempt to maintain a 4:1 or milder slope but will follow the existing side slopes or the canal banks.
  - c. The driveway aprons off of the Stockton Ave proposed roadway will be concrete and configured as a driveway (not an intersection).
  - d. The design vehicle is a pickup truck hauling a 'jon' boat trailer, this is not for recreational motorized boat ramps.



**Figure F: Boat Ramp Concept, each side of the box culvert**

**TASK 1.0 PRELIMINARY PROCESS**

The CONSULTANT shall undertake a PRELIMINARY Engineering process program, which shall include the following:

**TASK 1.1 PRE-APPLICATION MEETINGS**

The CONSULTANT and City have already attended the SWFWMD Pre-app meeting held on 2/21/2024. The SWFWMD produced meeting minutes were released on 4/5/24 and will be part of this scope. If any differing direction from this scope and the meeting minutes from SWFWMD occur, those services needed to respond to the meeting minutes criteria additional services will be negotiated.

**TASK 1.2 DESIGN SURVEYS (SUBCONSULTANT: Banks Engineering)**

The SUBCONSULTANT shall perform such field and office survey services as may be required to provide topographic and horizontal control information for the design of the project. The results of this survey are to be provided in the construction plans. Services shall include:

- All vertical datum control will be in feet and referenced to the North American Vertical Datum of 1988 (NAVD88).
- Cross-section of the waterway at the proposed structure location together with an additional cross-section immediately upstream and downstream of the structure.
- Topographic information within the project area (see Figure A).
- Elevations at other critical locations within the project area.
- Locating and referencing property lines, right-of-way lines, easements of record, and other control lines adjacent to the project.
- Location of visible above ground improvements and/or utilities.

- Subsurface utility surveying (SUS – Task 1.2.1) will be performed on this project for City Utilities Department infrastructure.
- Establish two (2) benchmarks at the box culvert site and two (2) at each left turn lane location.
- Title search or abstract is not part of this scope.

**TASK 1.2.1 SUBSURFACE UTILITY SURVEYING (SUS)**

The CONSULTANT shall perform subsurface utility surveying on this project for locating City Utilities Department infrastructure only on and adjacent to the waterway crossing.

**TASK 1.3 GEOTECHNICAL SERVICES (SUBCONSULTANT: Ardaman or equivalent)**

The CONSULTANT's SUBCONSULTANT shall provide geotechnical services for the project. Geotechnical stability analyses will be performed, and recommendations prepared for a suitable foundation and related earthwork. Seepage analyses (needed for the box culvert design) will also be performed to determine stability under the anticipated range of hydrostatic pressures and the need for seepage cutoff walls or similar measures. The specific scope of work is as follows:

**1.3.1 Limited Environmental Assessment**

An assessment of potential contaminant sources will be provided. This will include a cursory site visit to identify evidence or typical indicators of prior or ongoing contaminant sources and conducting a database search of state and federally regulated facilities that could potentially impact the area.

**1.3.2 Field Exploration**

The field exploration program will include performing four (4) standard penetration test (SPT) borings to a depth of 40 feet.

**1.3.3 Laboratory Testing**

The laboratory testing program will include visual examination and routine classification testing of the samples obtained from the borings. Shear strength and laboratory permeability tests may also be performed on selected samples.

**1.3.4 Engineering Evaluation and Report Preparation**

Based upon the results of the field explorations, SUBCONSULTANT will prepare foundation design recommendations for the proposed project, including related earthwork and seepage cutoff recommendations, as necessary. The report will have recommendations and estimations of suitable materials and their appropriate use during construction.

Upon conclusion of the geotechnical analysis, an engineering report will be prepared by SUBCONSULTANT. This report will include field and laboratory data for the site, a discussion of evaluations and conclusions, as well as recommendations. The report will be signed and sealed, and an electronic (PDF) submission will be supplied to the City.

**TASK 1.4 UTILITY COORDINATION**

The CONSULTANT shall coordinate the requirements of the various utility services (public & private) during the project design. The initial phase of this coordination shall be to request each utility to provide a representative to be a member of the partnering team and participate in the partnering process. Work under this task shall also include the following:

**Task 1.4.1 Initial Utility Notification**

A certified, return-receipt requested letter will be sent by the CONSULTANT to each utility (public & private) which may have facilities installed within the project corridor, transmitting a conceptual drawing (to include an aerial) for the project location, and requesting the utility to submit plans of existing and

proposed facilities and submit their comments relative to the proposed project. The notice to the utilities may indicate a proposed timeframe of construction if provided by the City. The notice will also require a response, even if no utilities are to be affected or in the vicinity of the project.

**Task 1.4.2 Coordination of other Utilities Relocations/Adjustments**

The required utility relocations/adjustment will be designed by the affected utility (gas, electrical, telephone, cable television, etc.). Designs shall be in a format suitable for inclusion in bid documents prepared by the utility and will not require any plan preparation effort on the part of the CONSULTANT. The contract schedule is based upon receipt of the relocation/adjustment plans from the utilities within (10) calendar days from submission of the 30%, 60% & 90% plans to the utilities. The relocation/adjustment sheet(s) (if any) will be deliverable for this task.

**Task 1.5 Protected Species Survey (PSS)**

The CONSULTANT (or subconsultant) shall conduct a protected species survey (PSS) within the project area (above the mean high-water line) to assess potential city, county, state, and federal listed species occurrence. The survey will consist of pedestrian transects by Johnson Engineering ecologists in accordance with accepted methodologies, the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (FWS). This task does not include in-water or benthic surveys of the waterway. The methodology and findings, including locations of observed protected species and management plans, will be summarized in a protected species survey report format and provided in electronic (PDF) format. Species-specific wildlife surveys (including but not limited to Florida bonneted bat, Big Cypress fox squirrel, Florida scrub jay, and gopher tortoise) which may have seasonal requirements or specific methodologies, wildlife monitoring, agency permitting, and/or relocations are not included in this task. These services, if required by the regulatory agencies, will require a supplemental agreement.

**Task 1.6 Wetland & Other Surface Waters (OSW) Determination**

The CONSULTANT shall utilize top of bank survey information by others to delineate the limits of jurisdictional other surface waters (OSWs) in the project limits. This scope of services assumes no jurisdictional wetlands exist within the project area above the mean high water (MHW) or ordinary high water (OHW) line. The CONSULTANT shall schedule and attend up to two site visits with the regulatory agencies (anticipated to be the Southwest Florida Water Management District [SFWMD] and Florida Department of Environmental Protection [FDEP]) to obtain agency verification of the delineated surface water limits for permitting. Upon agency verification of the delineated other surface water limits, a habitat (FLUCFCS) map will be prepared to facilitate the environmental permitting process in Task 3.

**TASK 2.0 CONSTRUCTION PLANS (Engineering Phase)**

The CONSULTANT shall furnish design services necessary to perform project design and prepare construction plans and specifications.

Construction plans shall be prepared to include (but not limited to) the following necessary to convey the intent of the design for the scope of services outlined herein:

- Cover sheet
- Aerial
- Existing conditions (topography, survey data)
- Site plan with key map
- Profiles (roadway & waterway)
- Geometric dimensioning plan
- Grading and drainage plan
- Horizontal control sheet(s)
- Utility relocation/adjustments plans
- Structural details
- Summary of quantities
- Typical sections
- Suggested Maintenance of traffic
- Bypass details
- Erosion control plan (BMPs)
- Details

The CONSULTANT shall conduct project plan reviews with the City in accordance with the following schedule:

30%, 60%, and 90% Reviews

Each review shall include appropriate plans, displays, and visual aids, and may be supplemented by a verbal presentation. Each review shall be scheduled for five (5) days for City review. Plan development at the respective submittal stages shall conform to the following:

**TASK 2.1 Grades & Geometrics (30%) Complete**

The CONSULTANT shall submit electronic copies as an Adobe (.PDF) version to the City for review. The CONSULTANT will be responsible for submittal to any private utility and stakeholder for their reviews. The plans shall depict existing topographic features, existing rights-of-way, property lines and easement lines (as appropriate), existing utilities, and shall contain the following:

- A Plan sheet(s) (1"=20')
- B Existing cross-section sheet(s)
- C Proposed typical section(s)
- D Proposed preliminary additions to existing rights-of-way and easements (if required)
- E Proposed top and bottom elevations of the structure and configuration
- F City Utilities and private utilities known and established by survey

**TASK 2.2 Basic Plans (60%)**

The CONSULTANT shall submit electronic copies as an Adobe (.PDF) version to the City for review. The CONSULTANT will be responsible for submittal to any private utility and stakeholder for their reviews. The plans shall depict existing topographical features, existing rights-of-way, property lines and easement lines (as appropriate), existing utilities, and shall contain the following:

- A Plan sheets (1"=20')
- B Existing cross-section sheet(s)
- C Proposed typical section(s)
- D Proposed additions to existing rights-of-way and easements (if required)
- E Proposed maintenance of traffic plans
- F Private utility information provided by private utilities (if necessary)
- G City utility relocation sheet for the project

An electronic copy (PDF) of the technical documents, special provisions, and draft itemized bid quantities shall be provided by the CONSULTANT.

**TASK 2.3 Detail Plans and Specifications (90%) Complete**

The CONSULTANT shall submit an Adobe (.PDF) version to the City, stakeholders, and utilities for review. The CONSULTANT will be responsible for submittal to any private utility and stakeholder for their reviews. The plans shall be complete construction plans, including a suggested plan for maintenance of traffic, construction phasing (where required), and utility relocations/adjustments. A preliminary opinion of the cost of constructing the project will be supplied with the itemized bid sheet. One additional copy of the drawings shall be submitted on electronic media Adobe (.PDF). Copies of the required permits obtained at this time shall also be provided.

**Task 2.4 Easement(s)**

The CONSULTANT shall prepare Temporary Right-of-Entry (TRE) easements necessary for the project. A screen shot titled "Exhibit A" (with or without aerial photography behind it) of the property from the Plan view(s) and standard width (i.e., 5', 10' etc.) will be shown with the TRE for the City to execute from the landowners. No sketch and description of metes and bounds will be provided. The CONSULTANT will be paid based on each exhibit prepared at the written approval of the City, whether

the instrument is acquired by the City or not. An assumed number of ten (10) easements has been included in the contract pricing schedule in case it is needed for the project. The TREs must be adjacent to the project.

**TASK 3.0 PERMITS**

The CONSULTANT shall assist the City to prepare permit applications, data, and drawings required for submittal to the applicable local, state agencies having permit jurisdiction. This shall include the City, FDEP, 404 permitting (now a process through United States Army Corp of Engineers (USACOE), FEMA floodplain, and SWFWMD, as may be required. The City is responsible for permit application filing fees (or to reimburse the CONSULTANT permit application filing fees +10% handling charge) for local/state/federal applications. Any mitigation or scheduled assessment fees will be paid by the City.

The City shall review the permit applications, may have a representative at conferences between the CONSULTANT and the permitting agency, and shall be copied on correspondence between the CONSULTANT and the permitting agencies. The SWFWMD pre-application meeting is the only anticipated formal agency meeting and is described above. Other permitting agencies shall be notified.

The coordination and permitting process shall be as follows:

**TASK 3.1 Permit Application**

Permit application forms, including required design information and data, shall be completed by the CONSULTANT prior to the basic plans (60%) review, and submitted to the City for appropriate signature. The CONSULTANT shall then submit the permit application(s) to the appropriate agencies after City approval of the basic plans (60%).

**TASK 3.2 Permit Application Revisions**

The CONSULTANT shall respond to agency review comments (requests for additional information (RAI) and clarifications), revise applications and basic plans, submit additional material required to support the proposed design and permit application(s), if required, and coordinate with the City and permitting agencies to obtain approval of the permits. Such a response shall be made within thirty (30) days subsequent to the agency requests. Requirements of permitting agencies shall be incorporated into final contract documents.

**TASK 4.0 FINAL CONTRACT AND BID DOCUMENTS**

Once permits/approvals have been received, these permits/approvals and associated conditions have been approved by the City, a final set of bidding and contract documents will be prepared for the construction of improvements. This task will include the following:

TASK 4.1 Final plans, appropriate supporting documents, engineer of record's computation sheets, and an opinion of probable construction costs.

TASK 4.2 Special provisions and other appropriate contract documents for incorporating permitting agencies permit requirements in the bid documents.

TASK 4.3 Special provisions, technical specifications, and requisite bid forms, in format provided by the City, suitable for inclusion with other contract documents to be prepared by the City.

NOTE: The CONSULTANT will provide 2 sets of prints (if requested) of final plans (signed and sealed), electronic CAD files, special provisions, technical specifications, and bid form. The special provisions and technical specifications will be submitted in Microsoft Word format also. The bid form will be submitted in Microsoft Excel format. The entire package will also be provided in Adobe .PDF format.

**TASK 5.0 CONSTRUCTION PHASE SERVICES**

After approval of construction plans and bidding documents by the City, the CONSULTANT shall perform the following services during construction:

**TASK 5.1 Pre-Bid/Pre-Con Mtgs & Admin**

The CONSULTANT shall attend and participate with the City in conducting a pre-bid meeting and pre-construction meeting. Also, any required response from the engineer of record from Requests for Information (RFIs) during the bidding/procurement phase and during construction phase are included in this task.

**TASK 5.2 Shop Drawings**

CONSULTANT shall review shop drawings for conformance with the contract documents and determine the acceptability, subject to City approval, of substitute materials and equipment proposed by contractors.

**TASK 5.3 Project Completion Certification**

The CONSULTANT shall perform such field and office services as may be required to prepare a record drawing and statement of completion or transfer of operations forms, for submittal to SWFWMD. This may require occasional site visits during the construction phase. The engineer of record will review the daily reports of the City's on-site daily observer. As-built data and drawings are to be provided by the Contractor, to be required within the construction documents. Field data to be collected, and shown on the record drawing, shall be limited to that which is necessary to convey completion, as described in the required forms. Documents will be submitted by the CONSULTANT (with assistance in execution of the proper City personnel) to SWFWMD within thirty (30) days of the CONSULTANT being notified that construction is complete. The City proposes to have full-time inspection on-site and the City (or its sub-CONSULTANT) will provide daily site inspection services and reports.

**TASK 5.4 FDOT Bridge Load Rating Certification**

The CONSULTANT's structural engineer sub-CONSULTANT will provide necessary services for shop drawing review, Florida Dept of Transportation (FDOT) load rating analysis, as-built drawing review, request of FDOT for the initial bridge load rating inspection (at the appropriate time), any necessary site visits to facilitate the necessary documentation to assist the City in permitting. The issuance of an FDOT bridge number is strictly the purview of FDOT.

**TASK 6.0 ADDITIONAL SERVICES**

This task shall not proceed until a separate authorization to proceed is issued by City.

CONSULTANT shall perform additional services at request of City on an as-needed basis pertaining to this contract/project.

**CONTRACT SCHEDULE**

The schedule is contingent upon the following:

- 1) City review time period of fifteen (15) business days for each submittal.
- 2) Cooperation from and receipt of utility relocation/adjustment plans from affected utilities within fifteen (15) business days of their being provided with Grades & Geometrics (30%).
- 3) Cooperation from, and receipt of permits from, the SWFWMD within thirty (30) days of submittal of permit applications.
- 4) There is an assumption within the proposed schedule of reviewing agencies time frames for review, comment, requests for additional information and clarification of received information that is based on standard operating practices.

- 5) The schedule will be updated and submitted when changes occur when requested or invoice period.

It is recognized the above contingencies provide for schedules which are not controllable by the Consultant and therefore the preliminary schedule will be adjusted for any delays incurred because of these schedules not being met.

Preliminary Schedule (subject to change):

Item	Description	Estimated Start Date	Target Delivery Date	Estimated Days
1	Notice to Proceed	6/26/24	6/26/24	0
2	Survey & SUE	7/1/24	8/10/24	40
3	30% Plans	8/10/24	9/24/24	45
4	Review	9/24/24	10/1/24	7
5	60% Plans & Docs	10/1/24	11/15/24	45
6	Review	11/15/24	11/22/24	7
7	*Permitting (SWFWMD, USACOE, FDEP, etc.)	11/22/24	3/4/25	102
8	90% Plans & Docs	11/22/24	2/5/25	75
9	Review	2/5/25	2/12/25	7
10	100% Const. Docs	2/12/25	3/4/25	20
11	Purchasing Process	3/4/25	5/3/25	60
12	Award	5/3/25	5/13/25	10
13	Consturction NTP	5/27/25		
			<b>Total Days</b>	<b>418</b>

\* Permitting review/approval is subject to the agencies time frames not the Consultant. The estimated days will vary solely based on the agencies. FYI-USACOE in the past has taken up to a year to approve.

# DRAFT FEE ESTIMATION SPREADSHEET

Proj # Stockton Ave Extension  
 PM # Chris Beers  
 Lat: 27.079660  
 Long: -82.18957  
 S-T-R: 15-39-21  
 Date: 5/21/24  
 Client: North Port

Task Outline	Terms	Total	Estimated Labor (Hours)																
			JEI	Subs	Principal	Sr. PM	Sr. Prof	Project Prof	Staff Prof	Sr. Designer	Designer	Tech	Admin	3-Person Crew					
1.2 Design Surveys	LS	\$37,120		\$37,120						10				11	30	34	9	160	
1.2.1 Subsurface Utility Surveying (SUS)	LS	\$11,858		\$11,858						2									
1.3 Geotechnical	LS	\$15,930		\$15,930	2					2		13				8	4	50	
1.4 Utility Coordination	LS	\$5,560		\$5,560						29		28				30		30	
1.5 Protected Species Survey	LS	\$7,384		\$7,384						10		12				16			
1.6 Wetland & OSW Determination	LS	\$6,184		\$6,184						7		16				16			
2.1 30%	LS	\$44,380		\$44,380						5		16				24			
2.2 60%	LS	\$51,920		\$51,920	16					12		48				40			
2.3 90%	LS	\$44,640		\$44,640	16					18		48				100			
2.4 Easements (10 @ \$500/parcel)	Ea	\$5,000		\$5,000	16					7		48				100			
3 Permits	LS	\$36,660		\$36,660						0									
4 Final Contract & Bid Docs	LS	\$40,390		\$40,390	2					16		40				100		30	
5.1 Pre-Bid/Pre-Con Mtgs & Admin	LS	\$2,968		\$2,968						8		38				90		31	
5.2 Shop Drawings	LS	\$1,320		\$1,320						4		6						16	
5.3 Project Completion Certification	LS	\$11,240		\$11,240						2		4						4	
5.4 FDOT Bridge Load Rating Cert	LS	\$9,680		\$9,680						4		8				20		8	
6 Additional Services	LS	\$5,000		\$5,000	2					10						12			
		<b>\$337,233</b>		<b>\$337,233</b>	<b>6</b>					<b>87</b>		<b>321</b>			<b>30</b>	<b>590</b>		<b>240</b>	
			<b>Labor Rate (per Contract No. 2019-23-09 Contract)</b>																
			Subtotals	\$1,380	\$19,740	\$14,759	\$41,688	\$40,103	\$106,820	\$3,000	\$50,143	\$8,800	\$40,800						
			<b>Total Hours</b>																
			2,534																
			Johnson Engineering																
			\$269,503																
			Survey Sub																
			\$42,120																
			FDOT Bridge Sub																
			\$9,680																
			Geotech Sub																
			\$15,930																
			<b>Total Project</b>																
			<b>\$337,233</b>																

## SUBCONSULTANT SUMMARY

Task Outline		Terms	Total	Subconsultant
1.2	Design Surveys	LS	\$37,120	Atwell
1.3	Geotechnical	LS	\$15,930	Ardaman
2.4	Easements (10 @ \$500/parcel)	Ea	\$5,000	Atwell
5.4	FDOT Bridge Load Rating Cert	LS	\$9,680	Concrete Engineering Solutions
			<b>\$67,730</b>	

**From:** [Todd Rebol](#)  
**To:** [Christopher Beers](#)  
**Subject:** RE: City of North Port Stockton Extension RE: Johnson Engineering, Inc. - Payment Term  
**Date:** Wednesday, May 15, 2024 3:27:16 PM  
**Attachments:** [image001.png](#)

---

This is good to go!!!! Thanks.

**Todd Rebol, P.E.**

Vice President

**ATWELL, LLC**

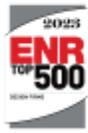
941.625.1165 Office

**Banks Engineering has merged with Atwell, LLC**

4161 Tamiami Trail, Building 5, Unit 501 | Port Charlotte, FL 33952

[www.atwell-group.com](http://www.atwell-group.com)

*Local Solutions | National Presence*



---

**From:** Christopher Beers <[cdb@johnsoneng.com](mailto:cdb@johnsoneng.com)>  
**Sent:** Wednesday, May 15, 2024 12:59 PM  
**To:** Todd Rebol <[trebol@atwell-group.com](mailto:trebol@atwell-group.com)>  
**Subject:** RE: City of North Port Stockton Extension RE: Johnson Engineering, Inc. - Payment Term

Chris Beers, PE, PSM

**Johnson Engineering, INC.**

Direct: (941) 766-6262

Cell: (941) 628-0635

[CBeers@JohnsonEng.com](mailto:CBeers@JohnsonEng.com)

---

**From:** Todd Rebol <[trebol@atwell-group.com](mailto:trebol@atwell-group.com)>  
**Sent:** Wednesday, May 15, 2024 12:40 PM  
**To:** Christopher Beers <[cdb@johnsoneng.com](mailto:cdb@johnsoneng.com)>  
**Subject:** FW: City of North Port Stockton Extension RE: Johnson Engineering, Inc. - Payment Term

Chris,

Please see the below email and attached item. Please let me know your thoughts. thanks.

**Todd Rebol, P.E.**

Vice President

**ATWELL, LLC**

941.625.1165 Office

**Banks Engineering has merged with Atwell, LLC**

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**From:** Adam Aldrete <[aaldrete@atwell-group.com](mailto:aaldrete@atwell-group.com)>

**Sent:** Wednesday, May 15, 2024 9:29 AM

**To:** Todd Rebol <[trebol@atwell-group.com](mailto:trebol@atwell-group.com)>

**Subject:** RE: City of North Port Stockton Extension RE: Johnson Engineering, Inc. - Payment Term

Good morning Todd,

Thanks for sending! This looks good except that I think they inadvertently left out an item in Section 10. I reinserted the redline in the attached for ease of review. Please let me know if you have any questions or would like to discuss. Good luck on this project!

Adam

**Adam Aldrete**

Staff Counsel

**ATWELL, LLC**

210.326.8852 Mobile

---

**From:** Todd Rebol <[trebol@atwell-group.com](mailto:trebol@atwell-group.com)>

**Sent:** Wednesday, May 15, 2024 5:57 AM

**To:** Adam Aldrete <[aaldrete@atwell-group.com](mailto:aaldrete@atwell-group.com)>

**Subject:** FW: City of North Port Stockton Extension RE: Johnson Engineering, Inc. - Payment Term

Please see below email and attachment. Please let me know if you are good to go on this. Thanks.

**Todd Rebol, P.E.**

Vice President

**ATWELL, LLC**

941.625.1165 Office

**Banks Engineering has merged with Atwell, LLC**

4161 Tamiami Trail, Building 5, Unit 501 | Port Charlotte, FL 33952

[www.atwell-group.com](http://www.atwell-group.com)

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**From:** Christopher Beers <[cdb@johnsoneng.com](mailto:cdb@johnsoneng.com)>

**AGREEMENT BETWEEN**  
**JOHNSON ENGINEERING, INC. and ATWELL, LLC**

**THIS AGREEMENT** made this 15<sup>th</sup> day of May 2024, by and between **JOHNSON ENGINEERING, INC.**, of Fort Myers, Florida ("Consultant"), and **ATWELL, LLC**, ("Sub-Consultant");

**WHEREAS**, the Consultant has entered into a Contract for Professional Services with City of North Port, (the "Client") to furnish professional and technical services (the "Services") for Stockton Ave Extension (the "Project"); and

**WHEREAS**, the Consultant desires to engage the Sub-Consultant to perform certain services for the performance of the Project under the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter provided, the Consultant and the Sub-Consultant agree as follows:

**(1) Scope of Agreement.** Consultant is the prime professional with respect to Sub-Consultant's services to be performed under this Agreement and is responsible for coordinating Sub-Consultant's services with the services of others involved in the Project. Sub-Consultant's relationship to the Consultant for this part of the project shall be that of independent contractor. Consultant will provide Sub-Consultant with all information and documents pertinent to the services Sub-Consultant is to perform to the extent that they are furnished to Consultant by the Client or to be furnished to Sub-Consultant under this Agreement.

**(2) Professional Services.** Sub-Consultant shall provide the services to the Consultant and is bound by the same terms and conditions as the Consultant in performance of the Consultant's Contract for Professional Services, which is incorporated herein by reference and included as Attachment D. The Sub-Consultant's obligations to be bound to the Consultant's agreement only apply to the portions applicable to the scope of work of the Sub-Consultant. Sub-Consultant shall collaborate with and furnish services to the Consultant in the performance of that part of the Consultant's Contract with Client concerning the Project. The Sub-Consultant shall provide the services set and attached to this Agreement as Attachment A, which is attached hereto and incorporated herein by reference (hereinafter the "Services").

All of Sub-Consultant's services hereunder shall be performed within generally accepted standards of professional care and in compliance with all applicable laws, regulations, codes and other requirements; Sub-Consultant will obtain all required permits and licenses at Sub-Consultant's expense and Sub-Consultant will pay for all taxes, charges or fees associated with the performance of Sub-Consultant's services. The Sub-Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents instruments, and other services, work and materials performed, provided, and/or furnished by Sub-Consultant, or by any sub-consultant and/or subcontractor retained or engaged by the Sub-Consultant pursuant to this Agreement. The Sub-Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials resulting from the negligent act, errors or

omissions or intentional misconduct of the Sub-Consultant or any sub-consultant(s) or sub-contractor(s) engaged by the Sub-Consultant.

**(3) Period of Service.** The Sub-Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and specific notice to proceed, to the extent that the Consultant has been authorized to proceed by the Client, and will complete the Services described in Attachment A within the time schedule provided in Attachment C. With respect to such schedule it is acknowledged that time is of the essence, subject to the Sub-Consultant's Standard of Care. If the time allotted for completion of Sub-Consultant's services is exceeded through no fault of Sub-Consultant, additional time to complete performance may be allowed if written notice of the estimated length of the delay is given to Consultant within five (5) business days of Sub-Consultant's learning of the delay and with sufficient time to process a time extension and/or Supplemental Agreement with the Owner. Sub-Consultant will provide such additional supporting data as Consultant or Owner may require in a timely manner. The sole remedy in the event of a delay, whatever its cause, is an extension of time for performance.

**(4) Compensation.** For Services described in the Attachment A, the Sub-Consultant's compensation shall be computed on the basis set forth in Attachment B, which is attached hereto and incorporated herein by reference.

**(5) Additional Services.** The Sub-Consultant shall provide Services in addition to those described in Attachment A only upon written request of the Consultant. Sub-Consultant shall be compensated for all authorized additional Services only on the basis agreed upon in writing at the time such Services are authorized.

**(6) Invoices.** Invoices will be submitted by the Sub-Consultant to the Consultant by the first Wednesday of each month for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment will be made within ten (10) days of receipt of payment from the Client.

**(7) Contingent Payment.** Notwithstanding anything to the contrary contained herein it is understood and agreed that the Consultant shall remit payment to Sub-Consultant within ten (10) days of its receipt of payment from the Client. No payment will constitute a waiver or acceptance of defective or deficient services, and Consultant may withhold or set off any amounts to completely protect Consultant or the Client from any damage, loss or expense resulting from, including but not limited to, re-performing or rectifying Sub-Consultant's defective or deficient services, Sub-Consultant's breach of this Agreement, claims arising or alleged to arise out of Sub-Consultant's performance hereunder, or liens filed by Sub-Consultant or any of its sub-consultants.

**(8) Termination.** This Agreement may be terminated for convenience by Consultant upon seven (7) days' written notice to Sub-Consultant.

The obligation to provide services under this Agreement may be terminated by Sub-Consultant upon seven (7) days' written notice in the event of substantial failure by Consultant to perform in accordance with the terms hereof through no fault of the Sub-Consultant.

In the event of any termination, the Sub-Consultant will be paid as hereinafter provided for all authorized Services rendered to the date of such termination. If the Sub-Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Sub-Consultant for Services

so rendered shall be established on the basis of the time and authorized expenses actually incurred on the project to the date of its receipt of notice of termination. If the Sub-Consultant's compensation hereunder is a lump sum fee, the amount payable to the Sub-Consultant in the event of termination will be a pro rata amount of such fee determined on the basis of the relationship of the amount and value of the work performed prior to the Sub-Consultant's receipt of notice of termination to all of the work described in Attachment A. All Sub-Consultant's compensation associated with termination shall be subject to a determination by the Consultant that the charges are fair and reasonable in view of the amount and value of the work performed.

The Consultant shall retain the right to terminate/relieve the Sub-Consultant of current task assignments that are late or delinquent as a result of the Sub-Consultant's non-performance. The Consultant may reassign, designate, or adjust scope and task assignments based on project needs.

**(9) Insurance.** During the life of the contract, the Sub-Consultant shall provide, pay for, and maintain, with a company satisfactory to the Consultant, the types of insurance described herein. All insurance shall be from reasonable companies duly authorized to do business in the State of Florida and/or responsible Risk Retention Group Insurance companies registered with the State of Florida. Prior to written notice to proceed is issued by the Consultant, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Consultant. These Certificates must be personally and manually signed by the authorized representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true, and exact copies of all insurance policies required shall be provided to the Consultant, on a timely basis, if required by the Consultant. Notice and cancellation shall be provided per the terms and conditions of the policies. In the event of a reduction in the aggregate limit of any policy, the Sub-Consultant shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of the Sub-Consultant shall be primary to any insurance or self insurance program carried by the Consultant applicable to this project.

The acceptance of the Consultant of any Certificate of Insurance for this project evidencing the insurance coverages and limits required in the contract does not constitute approval or agreement by the Consultant the insurance requirements have been met or that the insurance policy shown on the Certificates of Insurance are in compliance with the contract requirements. No work shall commence on the scope of services unless or until the Certificates of Insurance are received and the written Notice to Proceed is issued to Sub-Consultant by the Consultant.

Before starting and until acceptance of the work by the Consultant, the Sub-Consultant shall procure and maintain insurance of the types and the limits specified in paragraphs (A) through (D), inclusive below. All liability insurance policies, other than Workers' Compensation, Employers Liability and Professional Liability policies, obtained by the Sub-Consultant to meet the requirements of this Agreement shall name the Consultant as an additional insured as to the operations of the Sub-Consultant under the contract documents and contain severability of interest provisions.

The amounts and types of insurance shall conform to the following minimum requirements or what is stated in the prime agreement with the Consultant's Client:

(A) Workers Compensation and Employers Liability Insurance shall be maintained by the Sub-Consultant during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than: Workers' Compensation - Florida Statutory requirements;

(B) Commercial General Liability Insurance shall be maintained by the Sub-Consultant. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Personal Injury coverages. Limits of coverage shall not be less than the following for bodily injury, property damage and personal injury combined single limits: Each Occurrence \$1,000,000.00;

(C) Automobile Liability Insurance shall be maintained by the Sub-Consultant as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than: - Automobile Liability Combined Single Limit \$1,000,000.00; and

(D) Professional Liability Insurance - Per Claim and Aggregate \$2,000,000.00

**(10) Indemnification.** The Sub-Consultant shall indemnify and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and reasonable attorney's fees to the extent caused by the Sub-Consultant's negligent or intentional wrongful acts, errors, and/or omissions, or those of any and all sub-consultants and/or sub-contractors engaged by the Sub-Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Agreements, Change Orders, Supplemental Task Authorizations thereto. With respect to and in consideration for the indemnification provided by the Sub-Consultant, the Sub-Consultant hereby acknowledges that the compensation to be paid the Sub-Consultant by the Consultant as set forth in Attachment B includes compensation as consideration for the indemnification provided herein.

**Disclosure of Confidential Information.** Sub-Consultant will not disclose any confidential or proprietary information of Consultant or Client unless authorized in writing by Consultant to do so except where required by law or legal process. Sub-Consultant's employees, officers, agents, sub-consultants and suppliers will also be bound to this same obligation. In addition, Sub-Consultant will not release any information or make any public statements about this project without Consultant's express written consent.

Notwithstanding the foregoing, this section on Confidentiality shall not apply to information

- (a) known to Sub-Consultant before receiving such information from Consultant;
- (b) information independently developed by Sub-Consultant;
- (c) information received from 3rd parties not subject to a confidentiality requirement; or
- (d) information that becomes generally known in the public or among industry participants.

Further, Sub-Consultant may retain copies of confidential and proprietary information as may be required by professional standards and as required by its insurers. Nothing in this paragraph shall be interpreted as requiring that Sub-Consultant remove proprietary or confidential information from its digital archiving systems.

**(11) Changes by Client.** If Client makes any changes in the Consultant's Agreement which are pertinent to Sub-Consultant's responsibilities under this Agreement, Consultant may make equivalent changes to this Agreement. Consultant may also make changes in the scope of Sub-Consultant's services under this Agreement at any time by issuing a written authorization. If appropriate, Consultant will make equitable adjustments to Sub-Consultant's compensation or the time to complete Sub-Consultant's performance as a result of the change. Any dispute involving a change or equitable adjustment will not delay, postpone, suspend or cause Sub-Consultant to refuse to perform any authorized services. Only written changes as provided in this paragraph will be of any force or effect.

**(12) Responsibility for Payments.** Sub-Consultant will be responsible for the payment of all persons or entities performing services for Sub-Consultant or on Sub-Consultant's behalf; neither Client nor Consultant will have any responsibility for such payment. In addition, Sub-Consultant will not retain the services of any person or entity against whom the Client or Consultant has a reasonable objection.

**(14) Mediation.** The parties hereto agree that in the event of a dispute arising out of or related to the terms and conditions of this Agreement or the parties' performance hereunder, the parties will negotiate in a timely fashion and good faith with each other to try to resolve the dispute to their mutual satisfaction. However, in the event said dispute cannot be resolved by good faith negotiations and in a timely manner within two (2) weeks after written notice of said dispute, then the parties shall, as a condition precedent to initiating litigation hereunder, submit the dispute to non-binding mediation by a professional mediator with the selection of said mediator agreeable to both parties. Said mediation shall be completed not later than forty-five (45) days following the written notice of the dispute. The cost of mediation shall be shared equally between both parties. In the event that non-binding mediation shall fail to resolve said dispute, the parties shall be free to pursue whatever legal or equitable remedies are available to them under this Agreement and applicable law.

**(15) Controlling Law.** This Agreement is to be governed by the law of the State of Florida.

**(16) Expenses of Litigation.** In the event litigation in any way related to the services performed hereunder is initiated by either party hereto and said litigation concludes with the entry of a final judgment favorable to a party hereto, then the non-prevailing party shall reimburse the prevailing party for all of the prevailing party's reasonable attorney's fees and other expenses related to said litigation.

**(17) Binding Effect.** This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representative, executors, administrators, successors and assigns.

**(18) Continuity of Services.** The Sub-Consultant shall proceed diligently with the performance of this contract, pending final resolution of any request for relief, claim, appeal, modification, or action arising from this Agreement and shall continue, pending final resolution of the matter, according to the directions of the Consultant.

**(19) Ownership of Documents.** Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Sub-Consultant under this Agreement shall be delivered to and become the property of Consultant. Sub-Consultant may retain copies

thereof for files and internal use. Consultant shall release, defend, indemnify (including reasonable attorney's fees, expert fees, and costs), and hold harmless Sub-Consultant from any use of Sub-Consultant's work product by Consultant or any third party for any purpose other than the specific purpose for which they were prepared by Sub-Consultant.

**(20) Merger; Amendments.** This Agreement, including the referenced Attachments, constitutes the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the Sub-Consultant.

**(21) Non-assignability.** Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Consultant and the Sub-Consultant.

**(22) Severability and Waiver of Provisions.** Any provisions in this Agreement that are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provisions by the Consultant shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**(23) Survival of Terms and Conditions.** The terms and conditions of this Agreement regarding indemnification, insurance, record keeping, and any other provision allocating responsibility or liability between the parties hereto, shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

**(24) Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**WHEREOF**, the Consultant and the Sub-Consultant have caused this instrument to be signed by their respective duly authorized officers and their respective corporate seals to be hereto affixed, all on the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the date first above written.

**SUB-CONSULTANT:**  
**ATWELL, LLC**

**CONSULTANT:**  
**JOHNSON ENGINEERING, INC.**

Signature

Signature

By: **Todd R. Rebol**  
Name Typed or Printed  
Title: **Vice President**  
Title

By: **Christopher D. Beers**  
Name Typed or Printed  
Title: **Branch Manager**  
Title

Address for giving notices:  
**ATWELL, LLC**  
4161 Tamiami Trail, Bldg 5, Unit 501  
Port Charlotte, FL 33952  
Phone: (941) 625-1165  
Fax: (941) 625-1149  
Email: [TRebol@atwell.group.com](mailto:TRebol@atwell.group.com)

Address for giving notices:  
**Johnson Engineering, Inc.**  
**Post Office Box 1550**  
**Fort Myers, Florida 33902-1550**  
Phone: (239) 334-0046  
Fax: (239) 334-3661  
Email: [cbeers@johnsoneng.com](mailto:cbeers@johnsoneng.com)

ATTEST:  
Secretary

(IF CORPORATION, AFFIX CORPORATE SEAL)

**OR**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public  
Name typed, printed or stamped  
(Seal)

# ATTACHMENT A

**SCOPE OF SERVICES**

**DATE: 6 May 2024**

**FOR: Stockton Ave Extension**

**SUB-CONSULTANT SERVICES:**

Background

- a) North Port Public Works/Engineering has identified the need to permit and construct an alternate/secondary local street connectivity route in the City to supplement east-west traffic flow currently on Price Boulevard. The City is currently in the process of acquiring parcels 0966-08-4802 and 0966-05-1025 which will be used for the Stockton Avenue extension.
- b) The new crossing and roadway alignment will connect and re-configure the new intersections with Stockton Ave & Albren St/Vera St (see Figure A) with the east/west corridor being the principal flow of traffic and stop signs placed to accommodate this principal flow.

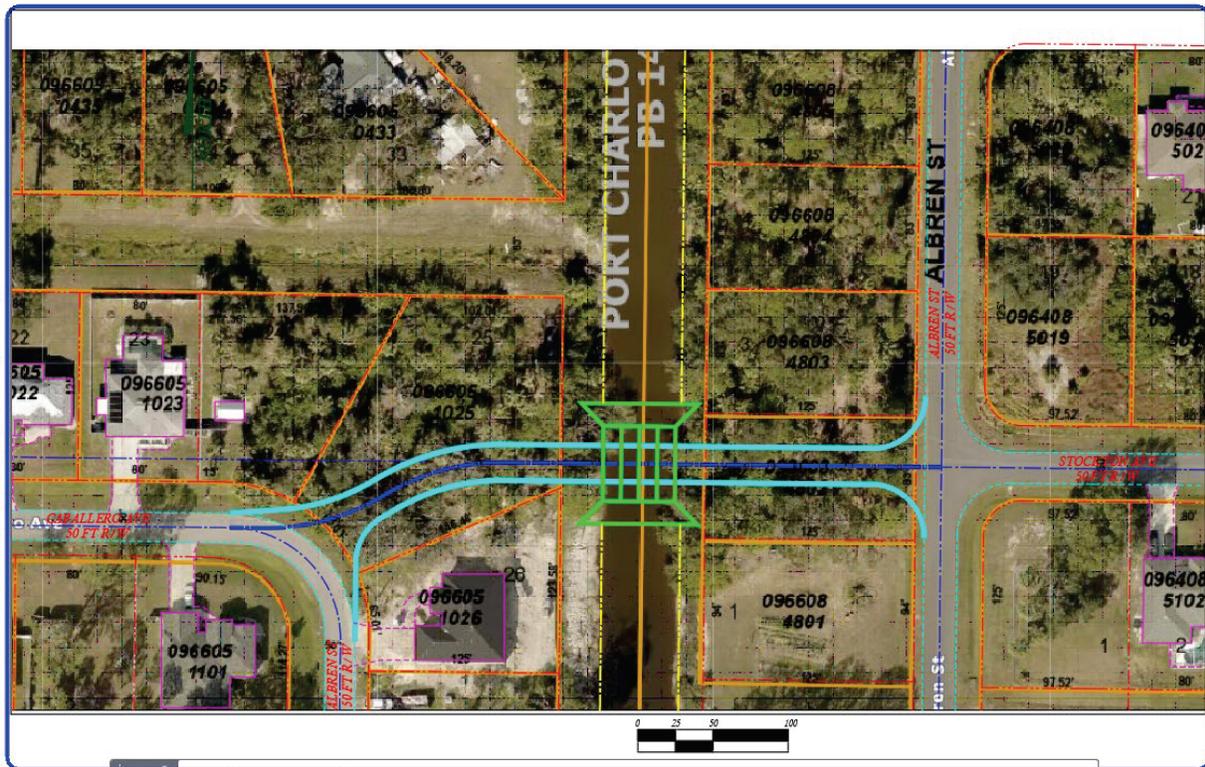


Figure A: Concept Layout

- c) The City claims an existing 20 ft-canal maintenance easement along Mac Caughey Waterway and all lots have a 6' drainage easement on each side of the property (side, rear, front).
- d) The City has added (2) left turn lane (see Figure B) to be configured along with the box culvert placement, 1) on Salford & 2) on Cranberry.

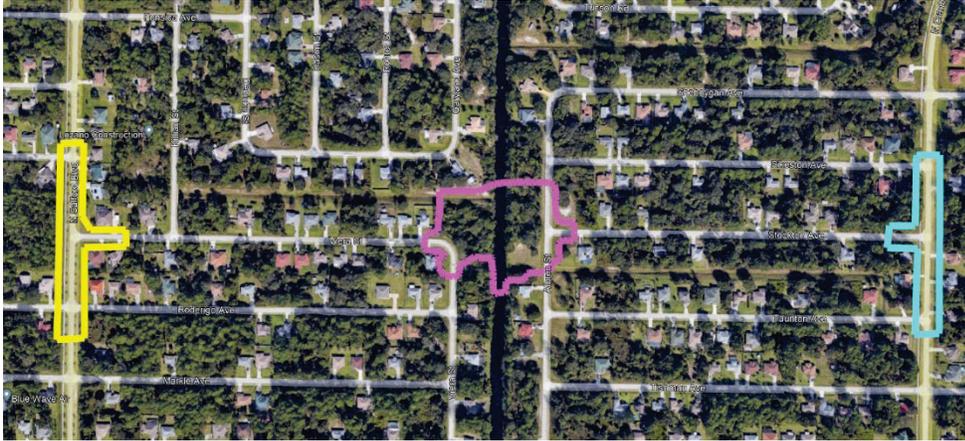


Figure B: Project limits & new turn lanes on Salford & Cranberry

### TASK 1.2 DESIGN SURVEYS

The SUBCONSULTANT shall perform such field and office survey services as may be required to provide topographic and horizontal control information for the design of the project. The results of this survey are to be provided in the construction plans. Services shall include:

- All vertical datum control will be in feet and referenced to the North American Vertical Datum of 1988 (NAVD88).
- Cross-section of the waterway at the proposed structure location together with an additional cross-section immediately upstream and downstream of the structure.
- Topographic information within the project area (see Figure A & B).
- Elevations at other critical locations within the project area.
- Locating and referencing property lines, right-of-way lines, easements of record, and other control lines adjacent to the project.
- Location of visible above ground improvements and/or utilities.
- Subsurface utility surveying will be performed on this project, and the results shall be surveyed by the SUBCONSULTANT.
- Establish two (2) benchmarks at the box culvert site and two (2) at each left turn lane location.
- Title search or abstract is not part of this scope.

**Task Deliverables:** The survey shall be depicted in the plan and profile drawings of the plan set and shall include all control, topographic data, and surface features.

### TASK 2.4 EASEMENT(S)

The CONSULTANT shall prepare Temporary Right-of-Entry (TRE) easements necessary for the project. A screen shot titled “Exhibit A” (with or without aerial photography behind it) of the property from the Plan view(s) and standard width (i.e., 5’, 10’ etc.) will be shown with the TRE for the City to execute from the landowners. No sketch and description of metes and bounds will be provided. The CONSULTANT will be paid based on each exhibit prepared at the written approval of the City, whether the instrument is acquired by the City or not. An assumed number of ten (10) easements has been included in the contract pricing schedule in

case it is needed for the project. The TREs must be adjacent to the project.

**Task Deliverables: Parcel Sketches.**

[The remainder of this page is intentionally left blank.]

## ATTACHMENT B

DATE: 6 May 2024

### **COMPENSATION**

**FOR: Stockton Ave Extension**

#### **Definitions:**

##### **Lump Sum (LS):**

Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, reimbursable expenses and costs and any other cost or expense which may pertain to the services performed, provided and/or furnished by the Sub-Consultant as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the Sub-Consultant shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for Sub-Consultant's services which is on account of the Lump Sum will be based upon Sub-Consultant's estimate of the proportion of the total services actually completed at the time of billing.

##### **Time and Materials (T&M):**

For the actual hours expended by the Sub-Consultant professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the Sub-Consultant's standard billing rate schedule in effect at the time the services are rendered. For the actual costs expended by Sub-Consultants engaged by Consultant and for the expended reimbursable expenses pertaining to the services in Exhibit A.

##### **Not-To-Exceed (NTE):**

For the actual hours expended by the Sub-Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the Sub-Consultant's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Attachment B as Exhibit No. 1. For the actual costs expended by Sub-Consultant's Sub-Consultants engaged by Sub-Consultant and for the expended reimbursable expenses pertaining to the services in Attachment A. The total amount of compensation to be paid the Sub-Consultant shall not exceed the amount of the total Not-To-Exceed compensation established and agreed to.

**NOTE:** It shall be the responsibility of the Sub-Consultant to ensure at all times that sufficient funding remains within the amounts identified in this Attachment B to complete the Services. Changes in the total amount(s) shall require execution of a Supplemental Agreement. The Sub-Consultant is obligated to complete all services within the total amount(s) established herein. The Sub-Consultant acknowledges that the total amount(s) in this Attachment B is adequate for satisfactory completion of the Scope of Services.

The Consultant shall compensate the Sub-Consultant for providing and performing the Task(s) set forth and enumerated in Attachment A entitled "SCOPE OF SERVICES", as follows:

TASK	AMOUNT	FEE BASIS
1.2 Design Surveys	\$37,120	LS
2.4 Easements (10 @ \$500/Ea)	\$5,000	Each
<b>TOTAL:</b>	<b>\$42,120</b>	<b>LS/Each</b>

## ATTACHMENT C

DATE: 6 May 2024

### TIME AND SCHEDULE OF PERFORMANCE

#### **FOR: Stockton Ave Extension**

Preliminary Schedule, subject to change and based off no land acquisition or delays for coordination on elements outside the control of the Consultant:

Item	Description	Estimated Start Date	Target Delivery Date	Estimated Days
1	Notice to Proceed	7/1/24	7/1/24	0
2	Survey & SUE	7/1/24	8/10/24	40
3	30% Plans	8/10/24	9/24/24	45
4	Review	9/24/24	10/1/24	7
5	60% Plans & Docs	10/1/24	11/15/24	45
6	Review	11/15/24	11/22/24	7
7	Permitting (SWFWMD, FDEP, etc.)	11/22/24	3/4/25	102
8	90% Plans & Docs	11/22/24	2/5/25	75
9	Review	2/5/25	2/12/25	7
10	100% Const. Docs	2/12/25	3/4/25	20
11	Purchasing Process	3/4/25	5/3/25	60
12	Award	5/3/25	5/13/25	10
13	Consturction NTP	5/27/25		
			<b>Total Days</b>	<b>418</b>

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**From:** [Goff, Ginny](#)  
**To:** [Christopher Beers](#)  
**Subject:** RE: City of North Port Stockton Ave: New Box Culvert & Roadway  
**Date:** Thursday, May 23, 2024 12:56:02 PM

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Yes – still good with that scope/fee.

Thanks,

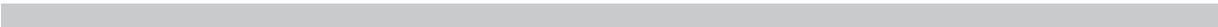
**Virginia Goff, P.E.** | Sarasota Branch Manager, Senior Project Engineer  
Mobile +1 (407) 712-3562 | [ggoff@ardaman.com](mailto:ggoff@ardaman.com)

*This message, including any attachments, may include privileged, confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system.*

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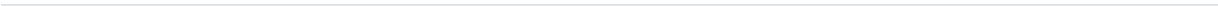
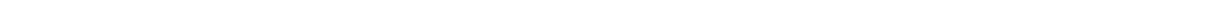
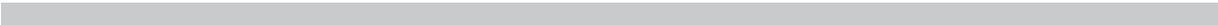
**From:** Christopher Beers <[cdb@johnsoneng.com](mailto:cdb@johnsoneng.com)>  
**Sent:** Thursday, May 23, 2024 11:22 AM  
**To:** Goff, Ginny <[GGoff@ardaman.com](mailto:GGoff@ardaman.com)>  
**Subject:** RE: City of North Port Stockton Ave: New Box Culvert & Roadway

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Cc: Mark Theis <[MTT@johnsoneng.com](mailto:MTT@johnsoneng.com)>

Subject: RE: City of North Port Stockton Ave: New Box Culvert & Roadway



**From:** Christopher Beers

**Sent:** Wednesday, September 27, 2023 10:21 AM

**To:** Jerry Kuehn, P.E. ([jkuehn@Ardaman.com](mailto:jkuehn@Ardaman.com)) <[jkuehn@Ardaman.com](mailto:jkuehn@Ardaman.com)>

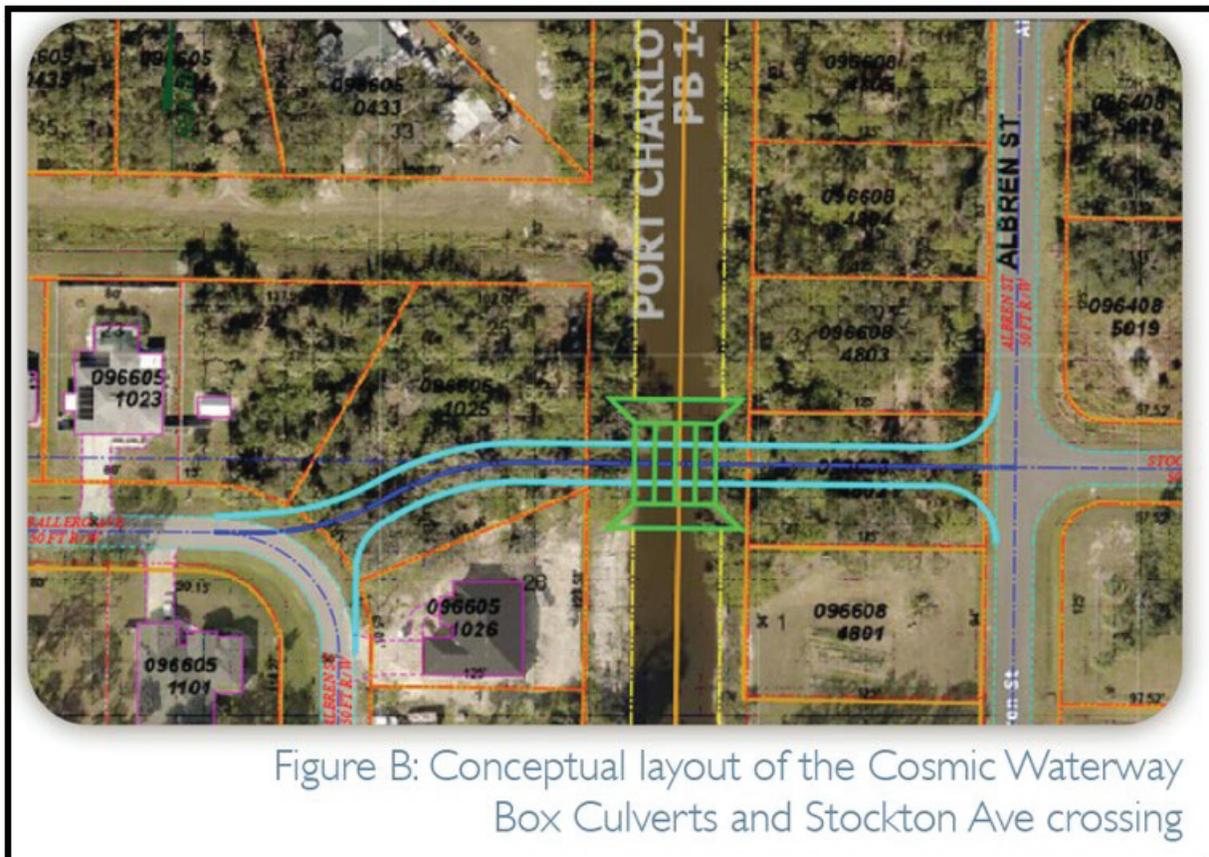
**Subject:** City of North Port Stockton Ave: New Box Culvert & Roadway

Jerry,

We did all those Box Culvert projects in Charlotte County over the years and now we won one in City of North Port. You still over the projects like this?

If so, we need a scope/fee for this new one. Besides the old Box Culvert Geotech you use to do, we need a few borings on the new Roadway that will be doing on this Box Culvert.

I've attached some of the old scope/fee Ardaman did on the Charlotte County Box Culverts.



**Christopher D. Beers, P.E., P.S.M.**

Branch Manager

**Johnson Engineering, INC.**

17833 Murdock Circle

Port Charlotte, FL 33948

Direct: (941) 766-6262

Company: (941) 625-9919

Cell: (941) 628-0635

[CBeers@JohnsonEng.com](mailto:CBeers@JohnsonEng.com)

[www.JohnsonEngineering.com](http://www.JohnsonEngineering.com)

## AGREEMENT BETWEEN

### JOHNSON ENGINEERING, INC. and Ardaman & Associates, Inc.

**THIS AGREEMENT** made this 31<sup>st</sup> day of May 2024, by and between **JOHNSON ENGINEERING, INC.**, of Fort Myers, Florida ("Consultant"), and **Ardaman & Associates, Inc.**, ("Sub-Consultant");

**WHEREAS**, the Consultant has entered into a Contract for Professional Services with City of North Port, (the "Client") to furnish professional and technical services (the "Services") for Stockton Ave Extension (the "Project"); and

**WHEREAS**, the Consultant desires to engage the Sub-Consultant to perform certain services for the performance of the Project under the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter provided, the Consultant and the Sub-Consultant agree as follows:

**(1) Scope of Agreement.** Consultant is the prime professional with respect to Sub-Consultant's services to be performed under this Agreement and is responsible for coordinating Sub-Consultant's services with the services of others involved in the Project. Sub-Consultant's relationship to the Consultant for this part of the project shall be that of independent contractor. Consultant will provide Sub-Consultant with all information and documents pertinent to the services Sub-Consultant is to perform to the extent that they are furnished to Consultant by the Client or to be furnished to Sub-Consultant under this Agreement.

**(2) Professional Services.** Sub-Consultant shall provide the services to the Consultant and is bound by the same terms and conditions as the Consultant in performance of the Consultant's Contract for Professional Services, which is incorporated herein by reference and included as Attachment D. The Sub-Consultant's obligations to be bound to the Consultant's agreement only apply to the portions applicable to the scope of work of the Sub-Consultant. Sub-Consultant shall collaborate with and furnish services to the Consultant in the performance of that part of the Consultant's Contract with Client concerning the Project. The Sub-Consultant shall provide the services set and attached to this Agreement as Attachment A, which is attached hereto and incorporated herein by reference (hereinafter the "Services").

All of Sub-Consultant's services hereunder shall be performed within generally accepted standards of professional care and in compliance with all applicable laws, regulations, codes and other requirements; Sub-Consultant will obtain all required permits and licenses at Sub-Consultant's expense and Sub-Consultant will pay for all taxes, charges or fees associated with the performance of Sub-Consultant's services. The Sub-Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents instruments, and other services, work and materials performed, provided, and/or furnished by Sub-Consultant, or by any sub-consultant and/or subcontractor retained or engaged by the Sub-Consultant pursuant to this Agreement. The Sub-Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials resulting from the negligent act, errors or

omissions or intentional misconduct of the Sub-Consultant or any sub-consultant(s) or sub-contractor(s) engaged by the Sub-Consultant.

**(3) Period of Service.** The Sub-Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and specific notice to proceed, to the extent that the Consultant has been authorized to proceed by the Client, and will complete the Services described in Attachment A within the time schedule provided in Attachment C. With respect to such schedule it is acknowledged that time is of the essence, subject to the Sub-Consultant's Standard of Care. If the time allotted for completion of Sub-Consultant's services is exceeded through no fault of Sub-Consultant, additional time to complete performance may be allowed if written notice of the estimated length of the delay is given to Consultant within five (5) business days of Sub-Consultant's learning of the delay and with sufficient time to process a time extension and/or Supplemental Agreement with the Owner. Sub-Consultant will provide such additional supporting data as Consultant or Owner may require in a timely manner. The sole remedy in the event of a delay, whatever its cause, is an extension of time for performance.

**(4) Compensation.** For Services described in the Attachment A, the Sub-Consultant's compensation shall be computed on the basis set forth in Attachment B, which is attached hereto and incorporated herein by reference.

**(5) Additional Services.** The Sub-Consultant shall provide Services in addition to those described in Attachment A only upon written request of the Consultant. Sub-Consultant shall be compensated for all authorized additional Services only on the basis agreed upon in writing at the time such Services are authorized.

**(6) Invoices.** Invoices will be submitted by the Sub-Consultant to the Consultant by the first Wednesday of each month for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment will be made within ten (10) days of receipt of payment from the Client.

**(7) Contingent Payment.** Notwithstanding anything to the contrary contained herein it is understood and agreed that the Consultant shall remit payment to Sub-Consultant within ten (10) days of its receipt of payment from the Client. No payment will constitute a waiver or acceptance of defective or deficient services, and Consultant may withhold or set off any amounts to completely protect Consultant or the Client from any damage, loss or expense resulting from, including but not limited to, re-performing or rectifying Sub-Consultant's defective or deficient services, Sub-Consultant's breach of this Agreement, claims arising or alleged to arise out of Sub-Consultant's performance hereunder, or liens filed by Sub-Consultant or any of its sub-consultants.

**(8) Termination.** This Agreement may be terminated for convenience by Consultant upon seven (7) days' written notice to Sub-Consultant.

The obligation to provide services under this Agreement may be terminated by Sub-Consultant upon seven (7) days' written notice in the event of substantial failure by Consultant to perform in accordance with the terms hereof through no fault of the Sub-Consultant.

In the event of any termination, the Sub-Consultant will be paid as hereinafter provided for all authorized Services rendered to the date of such termination. If the Sub-Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Sub-Consultant for Services

so rendered shall be established on the basis of the time and authorized expenses actually incurred on the project to the date of its receipt of notice of termination. If the Sub-Consultant's compensation hereunder is a lump sum fee, the amount payable to the Sub-Consultant in the event of termination will be a pro rata amount of such fee determined on the basis of the relationship of the amount and value of the work performed prior to the Sub-Consultant's receipt of notice of termination to all of the work described in Attachment A. All Sub-Consultant's compensation associated with termination shall be subject to a determination by the Consultant that the charges are fair and reasonable in view of the amount and value of the work performed.

The Consultant shall retain the right to terminate/relieve the Sub-Consultant of current task assignments that are late or delinquent as a result of the Sub-Consultant's non-performance. The Consultant may reassign, designate, or adjust scope and task assignments based on project needs.

**(9) Insurance.** During the life of the contract, the Sub-Consultant shall provide, pay for, and maintain, with a company satisfactory to the Consultant, the types of insurance described herein. All insurance shall be from reasonable companies duly authorized to do business in the State of Florida and/or responsible Risk Retention Group Insurance companies registered with the State of Florida. Prior to written notice to proceed is issued by the Consultant, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Consultant. These Certificates must be personally and manually signed by the authorized representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true, and exact copies of all insurance policies required shall be provided to the Consultant, on a timely basis, if required by the Consultant. Notice and cancellation shall be provided per the terms and conditions of the policies. In the event of a reduction in the aggregate limit of any policy, the Sub-Consultant shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of the Sub-Consultant shall be primary to any insurance or self insurance program carried by the Consultant applicable to this project.

The acceptance of the Consultant of any Certificate of Insurance for this project evidencing the insurance coverages and limits required in the contract does not constitute approval or agreement by the Consultant the insurance requirements have been met or that the insurance policy shown on the Certificates of Insurance are in compliance with the contract requirements. No work shall commence on the scope of services unless or until the Certificates of Insurance are received and the written Notice to Proceed is issued to Sub-Consultant by the Consultant.

Before starting and until acceptance of the work by the Consultant, the Sub-Consultant shall procure and maintain insurance of the types and the limits specified in paragraphs (A) through (D), inclusive below. All liability insurance policies, other than Workers' Compensation, Employers Liability and Professional Liability policies, obtained by the Sub-Consultant to meet the requirements of this Agreement shall name the Consultant as an additional insured as to the operations of the Sub-Consultant under the contract documents and contain severability of interest provisions.

The amounts and types of insurance shall conform to the following minimum requirements or what is stated in the prime agreement with the Consultant's Client:

(A) Workers Compensation and Employers Liability Insurance shall be maintained by the Sub-Consultant during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than: Workers' Compensation - Florida Statutory requirements;

(B) Commercial General Liability Insurance shall be maintained by the Sub-Consultant. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Personal Injury coverages. Limits of coverage shall not be less than the following for bodily injury, property damage and personal injury combined single limits: Each Occurrence \$1,000,000.00;

(C) Automobile Liability Insurance shall be maintained by the Sub-Consultant as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than: - Automobile Liability Combined Single Limit \$1,000,000.00; and

(D) Professional Liability Insurance - Per Claim and Aggregate \$2,000,000.00

**(10) Indemnification.** The Sub-Consultant shall indemnify and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and reasonable attorney's fees to the extent caused by the Sub-Consultant's negligent or intentional wrongful acts, errors, and/or omissions, or those of any and all sub-consultants and/or sub-contractors engaged by the Sub-Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Agreements, Change Orders, Supplemental Task Authorizations thereto. With respect to and in consideration for the indemnification provided by the Sub-Consultant, the Sub-Consultant hereby acknowledges that the compensation to be paid the Sub-Consultant by the Consultant as set forth in Attachment B includes compensation as consideration for the indemnification provided herein.

**Disclosure of Confidential Information.** Sub-Consultant will not disclose any confidential or proprietary information of Consultant or Client unless authorized in writing by Consultant to do so except where required by law or legal process. Sub-Consultant's employees, officers, agents, sub-consultants and suppliers will also be bound to this same obligation. In addition, Sub-Consultant will not release any information or make any public statements about this project without Consultant's express written consent.

Notwithstanding the foregoing, this section on Confidentiality shall not apply to information

- (a) known to Sub-Consultant before receiving such information from Consultant;
- (b) information independently developed by Sub-Consultant;
- (c) information received from 3rd parties not subject to a confidentiality requirement; or
- (d) information that becomes generally known in the public or among industry participants.

Further, Sub-Consultant may retain copies of confidential and proprietary information as may be required by professional standards and as required by its insurers. Nothing in this paragraph shall be interpreted as requiring that Sub-Consultant remove proprietary or confidential information from its digital archiving systems.

**(11) Changes by Client.** If Client makes any changes in the Consultant's Agreement which are pertinent to Sub-Consultant's responsibilities under this Agreement, Consultant may make equivalent changes to this Agreement. Consultant may also make changes in the scope of Sub-Consultant's services under this Agreement at any time by issuing a written authorization. If appropriate, Consultant will make equitable adjustments to Sub-Consultant's compensation or the time to complete Sub-Consultant's performance as a result of the change. Any dispute involving a change or equitable adjustment will not delay, postpone, suspend or cause Sub-Consultant to refuse to perform any authorized services. Only written changes as provided in this paragraph will be of any force or effect.

**(12) Responsibility for Payments.** Sub-Consultant will be responsible for the payment of all persons or entities performing services for Sub-Consultant or on Sub-Consultant's behalf; neither Client nor Consultant will have any responsibility for such payment. In addition, Sub-Consultant will not retain the services of any person or entity against whom the Client or Consultant has a reasonable objection.

**(14) Mediation.** The parties hereto agree that in the event of a dispute arising out of or related to the terms and conditions of this Agreement or the parties' performance hereunder, the parties will negotiate in a timely fashion and good faith with each other to try to resolve the dispute to their mutual satisfaction. However, in the event said dispute cannot be resolved by good faith negotiations and in a timely manner within two (2) weeks after written notice of said dispute, then the parties shall, as a condition precedent to initiating litigation hereunder, submit the dispute to non-binding mediation by a professional mediator with the selection of said mediator agreeable to both parties. Said mediation shall be completed not later than forty-five (45) days following the written notice of the dispute. The cost of mediation shall be shared equally between both parties. In the event that non-binding mediation shall fail to resolve said dispute, the parties shall be free to pursue whatever legal or equitable remedies are available to them under this Agreement and applicable law.

**(15) Controlling Law.** This Agreement is to be governed by the law of the State of Florida.

**(16) Expenses of Litigation.** In the event litigation in any way related to the services performed hereunder is initiated by either party hereto and said litigation concludes with the entry of a final judgment favorable to a party hereto, then the non-prevailing party shall reimburse the prevailing party for all of the prevailing party's reasonable attorney's fees and other expenses related to said litigation.

**(17) Binding Effect.** This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representative, executors, administrators, successors and assigns.

**(18) Continuity of Services.** The Sub-Consultant shall proceed diligently with the performance of this contract, pending final resolution of any request for relief, claim, appeal, modification, or action arising from this Agreement and shall continue, pending final resolution of the matter, according to the directions of the Consultant.

**(19) Ownership of Documents.** Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Sub-Consultant under this Agreement shall be delivered to and become the property of Consultant. Sub-Consultant may retain copies

thereof for files and internal use. Consultant shall release, defend, indemnify (including reasonable attorney's fees, expert fees, and costs), and hold harmless Sub-Consultant from any use of Sub-Consultant's work product by Consultant or any third party for any purpose other than the specific purpose for which they were prepared by Sub-Consultant.

**(20) Merger; Amendments.** This Agreement, including the referenced Attachments, constitutes the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the Sub-Consultant.

**(21) Non-assignability.** Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Consultant and the Sub-Consultant.

**(22) Severability and Waiver of Provisions.** Any provisions in this Agreement that are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provisions by the Consultant shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**(23) Survival of Terms and Conditions.** The terms and conditions of this Agreement regarding indemnification, insurance, record keeping, and any other provision allocating responsibility or liability between the parties hereto, shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

**(24) Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**WHEREOF**, the Consultant and the Sub-Consultant have caused this instrument to be signed by their respective duly authorized officers and their respective corporate seals to be hereto affixed, all on the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the date first above written.

**SUB-CONSULTANT:**

**Ardaman & Associates, Inc.**

**CONSULTANT:**

**JOHNSON ENGINEERING, INC.**

Signature

Signature

By: **Virginia Goff, PE**

Name Typed or Printed

Title: **Branch Manager**

Title

Address for giving notices:

**Ardaman & Associates, Inc.**

1724 Barber Rd

Sarasota, FL 34240

Phone: (941) 922-3526

Fax: (941) 922-6743

Email: [ggoff@ardaman.com](mailto:ggoff@ardaman.com)

By: **Christopher D. Beers**

Name Typed or Printed

Title: **Branch Manager**

Title

Address for giving notices:

**Johnson Engineering, Inc.**

**Post Office Box 1550**

**Fort Myers, Florida 33902-1550**

Phone: (239) 334-0046

Fax: (239) 334-3661

Email: [cbeers@johnsoneng.com](mailto:cbeers@johnsoneng.com)

ATTEST:

Secretary

(IF CORPORATION, AFFIX CORPORATE SEAL)

**OR**

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public

Name typed, printed or stamped

(Seal)

# ATTACHMENT A

## SCOPE OF SERVICES

DATE: 31 May 2024

FOR: Stockton Ave Extension

SUB-CONSULTANT SERVICES:

### Background

- a) North Port Public Works/Engineering has identified the need to permit and construct an alternate/secondary local street connectivity route in the City to supplement east-west traffic flow currently on Price Boulevard. The City is currently in the process of acquiring parcels 0966-08-4802 and 0966-05-1025 which will be used for the Stockton Avenue extension.
- b) The new crossing and roadway alignment will connect and re-configure the new intersections with Stockton Ave & Albren St/Vera St (see Figure A) with the east/west corridor being the principal flow of traffic and stop signs placed to accommodate this principal flow.

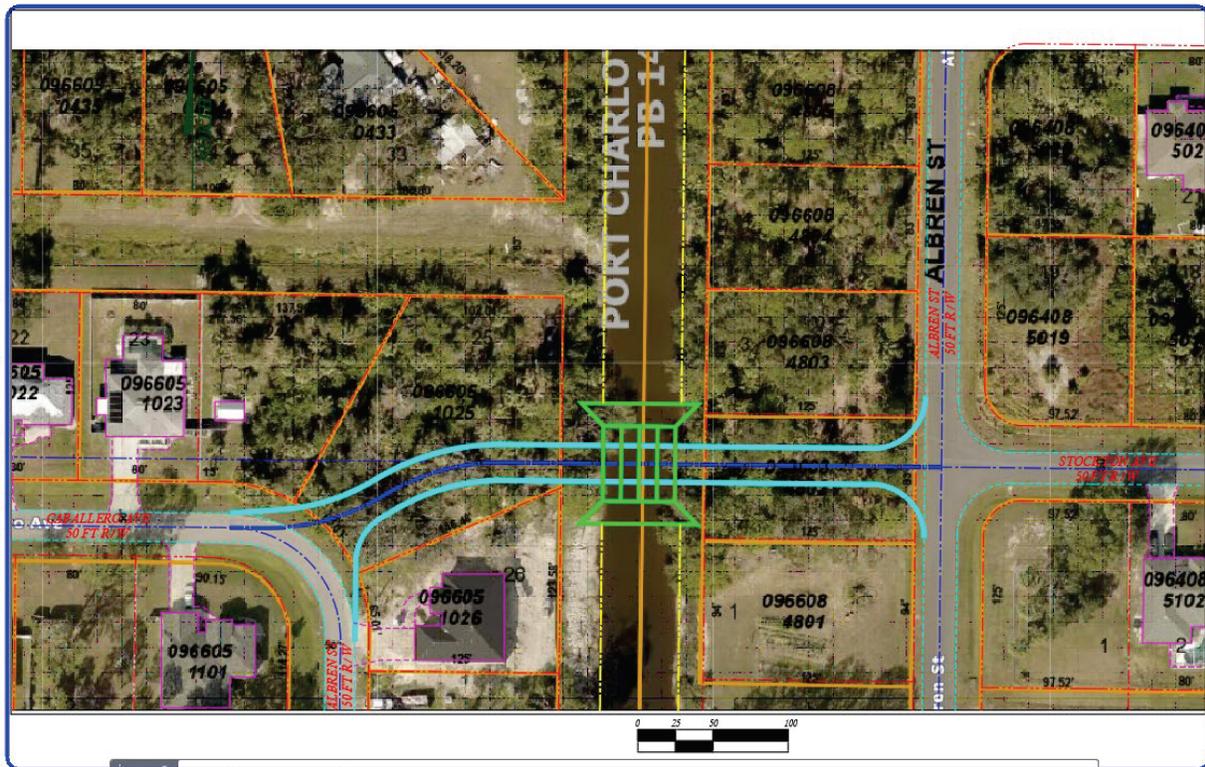


Figure A: Concept Layout

- c) The City claims an existing 20 ft-canal maintenance easement along Mac Caughey Waterway and all lots have a 6' drainage easement on each side of the property (side, rear, front).
- d) The City has added (2) left turn lane (see Figure B) to be configured along with the box culvert placement, 1) on Salford & 2) on Cranberry.

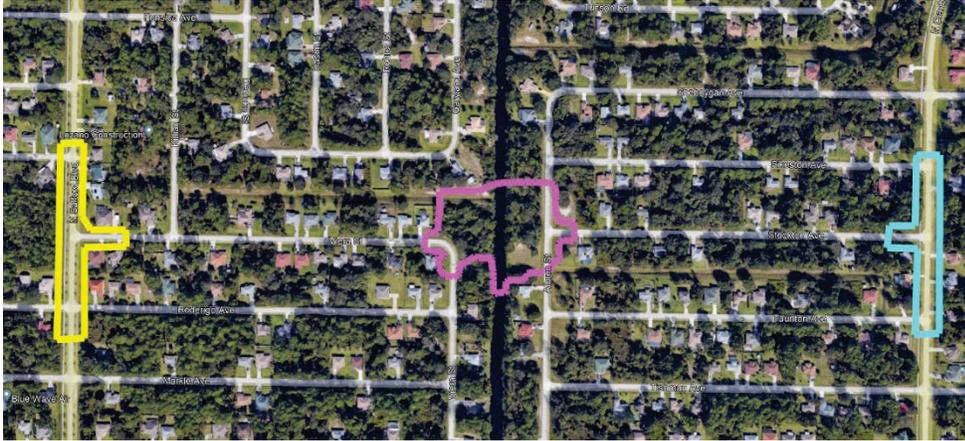


Figure B: Project limits & new turn lanes on Salford & Cranberry

### TASK I.3 Geotechnical

The SUBCONSULTANT shall perform:

#### LIMITED ENVIRONMENTAL ASSESSMENT AND REPORT

An assessment of potential contaminant sources will be provided. This will include a cursory site visit to identify evidence or typical indicators of prior or ongoing contaminant sources, and conducting a database search of state and federally regulated facilities that could potentially impact the area.

Subconsultant findings will be submitted in a written report upon conclusion of the study.

#### GEOTECHNICAL FIELD EXPLORATION

The field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Box Culvert	2 SPT	40
Roadway	4 HAB	5

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. The auger borings will be performed with a 3-inch diameter hand bucket auger. Each sample will be removed from the sampler or auger in the field and then examined and visually classified by crew chief. Representative portions will be sealed and packaged for transportation to Subconsultant laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. It is noted that hand auger borings may terminate at depths shallower than 5 feet if refusal to penetration and/or borehole collapse occurs during drilling.

Clearing of paths to the requested boring locations will be necessary due to the wooded and heavily vegetated nature of the project site. The clearing is intended to be limited in scope and will be performed to provide access to proposed drilling locations within the property.

## GEOTECHNICAL LABORATORY PROGRAM

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., sieve analysis and organic content).

## GEOTECHNICAL ENGINEERING ANALYSIS AND REPORT

Engineering analysis of data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and foundation support for the box culvert and roadway. A typical pavement section will be provided. Subconsultant will require specific foundation soil contact pressure for the box culvert and specific loading conditions for the pavement. In addition, Subconsultant will provide an estimate of the normal seasonal high groundwater table at the boring locations.

Subconsultant recommendations for the box culvert and pavement, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

**Task Deliverables: Complete Geotechnical investigation report.**

[The remainder of this page is intentionally left blank.]

## ATTACHMENT B

DATE: 31 May 2024

### **COMPENSATION**

**FOR: Stockton Ave Extension**

#### **Definitions:**

##### **Lump Sum (LS):**

Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, reimbursable expenses and costs and any other cost or expense which may pertain to the services performed, provided and/or furnished by the Sub-Consultant as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the Sub-Consultant shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for Sub-Consultant's services which is on account of the Lump Sum will be based upon Sub-Consultant's estimate of the proportion of the total services actually completed at the time of billing.

##### **Time and Materials (T&M):**

For the actual hours expended by the Sub-Consultant professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the Sub-Consultant's standard billing rate schedule in effect at the time the services are rendered. For the actual costs expended by Sub-Consultants engaged by Consultant and for the expended reimbursable expenses pertaining to the services in Exhibit A.

##### **Not-To-Exceed (NTE):**

For the actual hours expended by the Sub-Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the Sub-Consultant's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Attachment B as Exhibit No. 1. For the actual costs expended by Sub-Consultant's Sub-Consultants engaged by Sub-Consultant and for the expended reimbursable expenses pertaining to the services in Attachment A. The total amount of compensation to be paid the Sub-Consultant shall not exceed the amount of the total Not-To-Exceed compensation established and agreed to.

**NOTE:** It shall be the responsibility of the Sub-Consultant to ensure at all times that sufficient funding remains within the amounts identified in this Attachment B to complete the Services. Changes in the total amount(s) shall require execution of a Supplemental Agreement. The Sub-Consultant is obligated to complete all services within the total amount(s) established herein. The Sub-Consultant acknowledges that the total amount(s) in this Attachment B is adequate for satisfactory completion of the Scope of Services.



## ATTACHMENT C

**DATE:** 31 May 2024

### TIME AND SCHEDULE OF PERFORMANCE

**FOR: Stockton Ave Extension**

Preliminary Schedule, subject to change and based off no land acquisition or delays for coordination on elements outside the control of the Consultant:

Item	Description	Estimated Start Date	Target Delivery Date	Estimated Days
1	Notice to Proceed	7/1/24	7/1/24	0
2	Survey & SUE	7/1/24	8/10/24	40
3	30% Plans	8/10/24	9/24/24	45
4	Review	9/24/24	10/1/24	7
5	60% Plans & Docs	10/1/24	11/15/24	45
6	Review	11/15/24	11/22/24	7
7	Permitting (SWFWMD, FDEP, etc.)	11/22/24	3/4/25	102
8	90% Plans & Docs	11/22/24	2/5/25	75
9	Review	2/5/25	2/12/25	7
10	100% Const. Docs	2/12/25	3/4/25	20
11	Purchasing Process	3/4/25	5/3/25	60
12	Award	5/3/25	5/13/25	10
13	Consturction NTP	5/27/25		
			<b>Total Days</b>	<b>418</b>

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# CONCRETE ENGINEERING SOLUTIONS, LLC

101 PINEVIEW ESTATES  
MOUNTAIN TOP, PA 18707  
PHONE: 570-868-2081  
FAX: 570-868-2082  
FL C.O.A. #28977

<b>SPECIALTY ENGINEERING PROPOSAL</b>			<b>Project Number: 24-08.01</b>		
			<b>Date: 5/31/2024</b>		
<b>Company Name:</b>		Johnson Engineering		<b>References Provided:</b>	
<b>City/State</b>		Port Charlotte, FL 33948		Email including layout plan	
<b>Phone:</b>	941-625-9919	<b>Fax:</b>	941-625-3269		
<b>Contact:</b>	Christopher Beers				
<b>Project Name:</b>		City of North Port-Stockton Ave			
<b>Estimated Completion Date:</b>		4-week from notice to proceed			
<b>For: (products)</b>		Precast Bridge-Size Box Culvert with Wingwalls			
<b>Provide the following service(s):</b>					
Provide design computations for both box culvert & wingwalls					
Provide working drawings, see below.					
<b>PE Seal for the State/Commonwealth of:</b>		FL			
<b>Scope of Services:</b>					
<b>Design Information/Assumptions:</b>					
<p>1.0) Design box culvert designs based on precast construction (please confirm)</p> <p>2.0) Box culvert to be designed with Eriksson Culvert software</p> <p>3.0) Design earth fill to be provided, prior to design.</p> <p>4.0) Assume design for 5,500 psi concrete and 2" bar cover (moderately aggressive soil), unless indicated prior to design..</p> <p>5.0) Assume 2,000psf allowable bearing capacity for wingwall design, unless directed otherwise prior to design.</p> <p>6.0) Drawings to include plan views, culvert geometries, FDOT box culvert data table, misc. details including guiderails, if required, etc.</p> <p>7.0) Fee includes FDOT load rating (Please provide FDOT Bridge #s when available).</p>					
<b>Delivery Method:</b>		Email		<b>Shipping Account #:</b> N/A	
<b>Fees and Terms</b>					
<b>Fee Type:</b> Lump Sum			<b>Total Fee:</b> \$9,680		
All terms and conditions will be according to CES's General Service Agreement. Please notify CES if you do not have a copy of this agreement. Please note that the specialty engineering services provided by CES for this project require review and approval by the project's engineer of record. As authorization to proceed please sign below and return to CES.					
Signed: X			<i>Stuart Gorka</i>		
Johnson Engineering			Stuart Gorka, PE, President		
			Concrete Engineering Solutions, LLC		

## AGREEMENT BETWEEN

### Johnson Engineering, INC. & Concrete Engineering Solutions, LLC.

**THIS AGREEMENT** made this 31<sup>st</sup> day of May 2024, by and between **JOHNSON ENGINEERING, INC.**, of Fort Myers, Florida ("Consultant"), and **Concrete Engineering Solutions, LLC**, ("Sub-Consultant");

**WHEREAS**, the Consultant has entered into a Contract for Professional Services with City of North Port, (the "Client") to furnish professional and technical services (the "Services") for Stockton Ave Extension (the "Project"); and

**WHEREAS**, the Consultant desires to engage the Sub-Consultant to perform certain services for the performance of the Project under the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter provided, the Consultant and the Sub-Consultant agree as follows:

**(1) Scope of Agreement.** Consultant is the prime professional with respect to Sub-Consultant's services to be performed under this Agreement and is responsible for coordinating Sub-Consultant's services with the services of others involved in the Project. Sub-Consultant's relationship to the Consultant for this part of the project shall be that of independent contractor. Consultant will provide Sub-Consultant with all information and documents pertinent to the services Sub-Consultant is to perform to the extent that they are furnished to Consultant by the Client or to be furnished to Sub-Consultant under this Agreement.

**(2) Professional Services.** Sub-Consultant shall provide the services to the Consultant and is bound by the same terms and conditions as the Consultant in performance of the Consultant's Contract for Professional Services, which is incorporated herein by reference and included as Attachment D. The Sub-Consultant's obligations to be bound to the Consultant's agreement only apply to the portions applicable to the scope of work of the Sub-Consultant. Sub-Consultant shall collaborate with and furnish services to the Consultant in the performance of that part of the Consultant's Contract with Client concerning the Project. The Sub-Consultant shall provide the services set and attached to this Agreement as Attachment A, which is attached hereto and incorporated herein by reference (hereinafter the "Services").

All of Sub-Consultant's services hereunder shall be performed within generally accepted standards of professional care and in compliance with all applicable laws, regulations, codes and other requirements; Sub-Consultant will obtain all required permits and licenses at Sub-Consultant's expense and Sub-Consultant will pay for all taxes, charges or fees associated with the performance of Sub-Consultant's services. The Sub-Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents instruments, and other services, work and materials performed, provided, and/or furnished by Sub-Consultant, or by any sub-consultant and/or subcontractor retained or engaged by the Sub-Consultant pursuant to this Agreement. The Sub-Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials resulting from the negligent act, errors or

omissions or intentional misconduct of the Sub-Consultant or any sub-consultant(s) or sub-contractor(s) engaged by the Sub-Consultant.

**(3) Period of Service.** The Sub-Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and specific notice to proceed, to the extent that the Consultant has been authorized to proceed by the Client, and will complete the Services described in Attachment A within the time schedule provided in Attachment C. With respect to such schedule it is acknowledged that time is of the essence, subject to the Sub-Consultant's Standard of Care. If the time allotted for completion of Sub-Consultant's services is exceeded through no fault of Sub-Consultant, additional time to complete performance may be allowed if written notice of the estimated length of the delay is given to Consultant within five (5) business days of Sub-Consultant's learning of the delay and with sufficient time to process a time extension and/or Supplemental Agreement with the Owner. Sub-Consultant will provide such additional supporting data as Consultant or Owner may require in a timely manner. The sole remedy in the event of a delay, whatever its cause, is an extension of time for performance.

**(4) Compensation.** For Services described in the Attachment A, the Sub-Consultant's compensation shall be computed on the basis set forth in Attachment B, which is attached hereto and incorporated herein by reference.

**(5) Additional Services.** The Sub-Consultant shall provide Services in addition to those described in Attachment A only upon written request of the Consultant. Sub-Consultant shall be compensated for all authorized additional Services only on the basis agreed upon in writing at the time such Services are authorized.

**(6) Invoices.** Invoices will be submitted by the Sub-Consultant to the Consultant by the first Wednesday of each month for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment will be made within ten (10) days of receipt of payment from the Client.

**(7) Contingent Payment.** Notwithstanding anything to the contrary contained herein it is understood and agreed that the Consultant shall remit payment to Sub-Consultant within ten (10) days of its receipt of payment from the Client. No payment will constitute a waiver or acceptance of defective or deficient services, and Consultant may withhold or set off any amounts to completely protect Consultant or the Client from any damage, loss or expense resulting from, including but not limited to, re-performing or rectifying Sub-Consultant's defective or deficient services, Sub-Consultant's breach of this Agreement, claims arising or alleged to arise out of Sub-Consultant's performance hereunder, or liens filed by Sub-Consultant or any of its sub-consultants.

**(8) Termination.** This Agreement may be terminated for convenience by Consultant upon seven (7) days' written notice to Sub-Consultant.

The obligation to provide services under this Agreement may be terminated by Sub-Consultant upon seven (7) days' written notice in the event of substantial failure by Consultant to perform in accordance with the terms hereof through no fault of the Sub-Consultant.

In the event of any termination, the Sub-Consultant will be paid as hereinafter provided for all authorized Services rendered to the date of such termination. If the Sub-Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Sub-Consultant for Services

so rendered shall be established on the basis of the time and authorized expenses actually incurred on the project to the date of its receipt of notice of termination. If the Sub-Consultant's compensation hereunder is a lump sum fee, the amount payable to the Sub-Consultant in the event of termination will be a pro rata amount of such fee determined on the basis of the relationship of the amount and value of the work performed prior to the Sub-Consultant's receipt of notice of termination to all of the work described in Attachment A. All Sub-Consultant's compensation associated with termination shall be subject to a determination by the Consultant that the charges are fair and reasonable in view of the amount and value of the work performed.

The Consultant shall retain the right to terminate/relieve the Sub-Consultant of current task assignments that are late or delinquent as a result of the Sub-Consultant's non-performance. The Consultant may reassign, designate, or adjust scope and task assignments based on project needs.

**(9) Insurance.** During the life of the contract, the Sub-Consultant shall provide, pay for, and maintain, with a company satisfactory to the Consultant, the types of insurance described herein. All insurance shall be from reasonable companies duly authorized to do business in the State of Florida and/or responsible Risk Retention Group Insurance companies registered with the State of Florida. Prior to written notice to proceed is issued by the Consultant, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Consultant. These Certificates must be personally and manually signed by the authorized representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true, and exact copies of all insurance policies required shall be provided to the Consultant, on a timely basis, if required by the Consultant. Notice and cancellation shall be provided per the terms and conditions of the policies. In the event of a reduction in the aggregate limit of any policy, the Sub-Consultant shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of the Sub-Consultant shall be primary to any insurance or self insurance program carried by the Consultant applicable to this project.

The acceptance of the Consultant of any Certificate of Insurance for this project evidencing the insurance coverages and limits required in the contract does not constitute approval or agreement by the Consultant the insurance requirements have been met or that the insurance policy shown on the Certificates of Insurance are in compliance with the contract requirements. No work shall commence on the scope of services unless or until the Certificates of Insurance are received and the written Notice to Proceed is issued to Sub-Consultant by the Consultant.

Before starting and until acceptance of the work by the Consultant, the Sub-Consultant shall procure and maintain insurance of the types and the limits specified in paragraphs (A) through (D), inclusive below. All liability insurance policies, other than Workers' Compensation, Employers Liability and Professional Liability policies, obtained by the Sub-Consultant to meet the requirements of this Agreement shall name the Consultant as an additional insured as to the operations of the Sub-Consultant under the contract documents and contain severability of interest provisions.

The amounts and types of insurance shall conform to the following minimum requirements or what is stated in the prime agreement with the Consultant's Client:

(A) Workers Compensation and Employers Liability Insurance shall be maintained by the Sub-Consultant during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than: Workers' Compensation - Florida Statutory requirements;

(B) Commercial General Liability Insurance shall be maintained by the Sub-Consultant. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Personal Injury coverages. Limits of coverage shall not be less than the following for bodily injury, property damage and personal injury combined single limits: Each Occurrence \$1,000,000.00;

(C) Automobile Liability Insurance shall be maintained by the Sub-Consultant as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than: - Automobile Liability Combined Single Limit \$1,000,000.00; and

(D) Professional Liability Insurance - Per Claim and Aggregate \$2,000,000.00

**(10) Indemnification.** The Sub-Consultant shall indemnify and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and reasonable attorney's fees to the extent caused by the Sub-Consultant's negligent or intentional wrongful acts, errors, and/or omissions, or those of any and all sub-consultants and/or sub-contractors engaged by the Sub-Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Agreements, Change Orders, Supplemental Task Authorizations thereto. With respect to and in consideration for the indemnification provided by the Sub-Consultant, the Sub-Consultant hereby acknowledges that the compensation to be paid the Sub-Consultant by the Consultant as set forth in Attachment B includes compensation as consideration for the indemnification provided herein.

**Disclosure of Confidential Information.** Sub-Consultant will not disclose any confidential or proprietary information of Consultant or Client unless authorized in writing by Consultant to do so except where required by law or legal process. Sub-Consultant's employees, officers, agents, sub-consultants and suppliers will also be bound to this same obligation. In addition, Sub-Consultant will not release any information or make any public statements about this project without Consultant's express written consent.

Notwithstanding the foregoing, this section on Confidentiality shall not apply to information

- (a) known to Sub-Consultant before receiving such information from Consultant;
- (b) information independently developed by Sub-Consultant;
- (c) information received from 3rd parties not subject to a confidentiality requirement; or
- (d) information that becomes generally known in the public or among industry participants.

Further, Sub-Consultant may retain copies of confidential and proprietary information as may be required by professional standards and as required by its insurers. Nothing in this paragraph shall be interpreted as requiring that Sub-Consultant remove proprietary or confidential information from its digital archiving systems.

**(11) Changes by Client.** If Client makes any changes in the Consultant's Agreement which are pertinent to Sub-Consultant's responsibilities under this Agreement, Consultant may make equivalent changes to this Agreement. Consultant may also make changes in the scope of Sub-Consultant's services under this Agreement at any time by issuing a written authorization. If appropriate, Consultant will make equitable adjustments to Sub-Consultant's compensation or the time to complete Sub-Consultant's performance as a result of the change. Any dispute involving a change or equitable adjustment will not delay, postpone, suspend or cause Sub-Consultant to refuse to perform any authorized services. Only written changes as provided in this paragraph will be of any force or effect.

**(12) Responsibility for Payments.** Sub-Consultant will be responsible for the payment of all persons or entities performing services for Sub-Consultant or on Sub-Consultant's behalf; neither Client nor Consultant will have any responsibility for such payment. In addition, Sub-Consultant will not retain the services of any person or entity against whom the Client or Consultant has a reasonable objection.

**(14) Mediation.** The parties hereto agree that in the event of a dispute arising out of or related to the terms and conditions of this Agreement or the parties' performance hereunder, the parties will negotiate in a timely fashion and good faith with each other to try to resolve the dispute to their mutual satisfaction. However, in the event said dispute cannot be resolved by good faith negotiations and in a timely manner within two (2) weeks after written notice of said dispute, then the parties shall, as a condition precedent to initiating litigation hereunder, submit the dispute to non-binding mediation by a professional mediator with the selection of said mediator agreeable to both parties. Said mediation shall be completed not later than forty-five (45) days following the written notice of the dispute. The cost of mediation shall be shared equally between both parties. In the event that non-binding mediation shall fail to resolve said dispute, the parties shall be free to pursue whatever legal or equitable remedies are available to them under this Agreement and applicable law.

**(15) Controlling Law.** This Agreement is to be governed by the law of the State of Florida.

**(16) Expenses of Litigation.** In the event litigation in any way related to the services performed hereunder is initiated by either party hereto and said litigation concludes with the entry of a final judgment favorable to a party hereto, then the non-prevailing party shall reimburse the prevailing party for all of the prevailing party's reasonable attorney's fees and other expenses related to said litigation.

**(17) Binding Effect.** This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representative, executors, administrators, successors and assigns.

**(18) Continuity of Services.** The Sub-Consultant shall proceed diligently with the performance of this contract, pending final resolution of any request for relief, claim, appeal, modification, or action arising from this Agreement and shall continue, pending final resolution of the matter, according to the directions of the Consultant.

**(19) Ownership of Documents.** Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Sub-Consultant under this Agreement shall be delivered to and become the property of Consultant. Sub-Consultant may retain copies

thereof for files and internal use. Consultant shall release, defend, indemnify (including reasonable attorney's fees, expert fees, and costs), and hold harmless Sub-Consultant from any use of Sub-Consultant's work product by Consultant or any third party for any purpose other than the specific purpose for which they were prepared by Sub-Consultant.

**(20) Merger; Amendments.** This Agreement, including the referenced Attachments, constitutes the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the Sub-Consultant.

**(21) Non-assignability.** Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Consultant and the Sub-Consultant.

**(22) Severability and Waiver of Provisions.** Any provisions in this Agreement that are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provisions by the Consultant shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**(23) Survival of Terms and Conditions.** The terms and conditions of this Agreement regarding indemnification, insurance, record keeping, and any other provision allocating responsibility or liability between the parties hereto, shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

**(24) Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**WHEREOF**, the Consultant and the Sub-Consultant have caused this instrument to be signed by their respective duly authorized officers and their respective corporate seals to be hereto affixed, all on the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the date first above written.

**SUB-CONSULTANT:**  
**Concrete Engineering Solutions, LLC**

**CONSULTANT:**  
**JOHNSON ENGINEERING, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: **Stuart Gorka, PE**  
Name Typed or Printed

By: **Christopher D. Beers**  
Name Typed or Printed

Title: **President**  
Title

Title: **Branch Manager**  
Title

Address for giving notices:  
**Concrete Engineering Solutions, LLC**  
101 Pineview Estates  
Mountain Top, PA 18707

Address for giving notices:  
**Johnson Engineering, Inc.**  
**Post Office Box 1550**  
**Fort Myers, Florida 33902-1550**

Phone: (570) 868-2081

Phone: (239) 334-0046

Fax: (570) 868-2082

Fax: (239) 334-3661

Email: [sgorka@concreteengsolutions.com](mailto:sgorka@concreteengsolutions.com)

Email: [cbeers@johnsoneng.com](mailto:cbeers@johnsoneng.com)

ATTEST:  
\_\_\_\_\_  
Secretary

(IF CORPORATION, AFFIX CORPORATE SEAL)

**OR**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Name typed, printed or stamped  
(Seal)

# ATTACHMENT A

## SCOPE OF SERVICES

DATE: 31 May 2024

FOR: Stockton Ave Extension

SUB-CONSULTANT SERVICES:

### Background

- a) North Port Public Works/Engineering has identified the need to permit and construct an alternate/secondary local street connectivity route in the City to supplement east-west traffic flow currently on Price Boulevard. The City is currently in the process of acquiring parcels 0966-08-4802 and 0966-05-1025 which will be used for the Stockton Avenue extension.
- b) The new crossing and roadway alignment will connect and re-configure the new intersections with Stockton Ave & Albren St/Vera St (see Figure A) with the east/west corridor being the principal flow of traffic and stop signs placed to accommodate this principal flow.

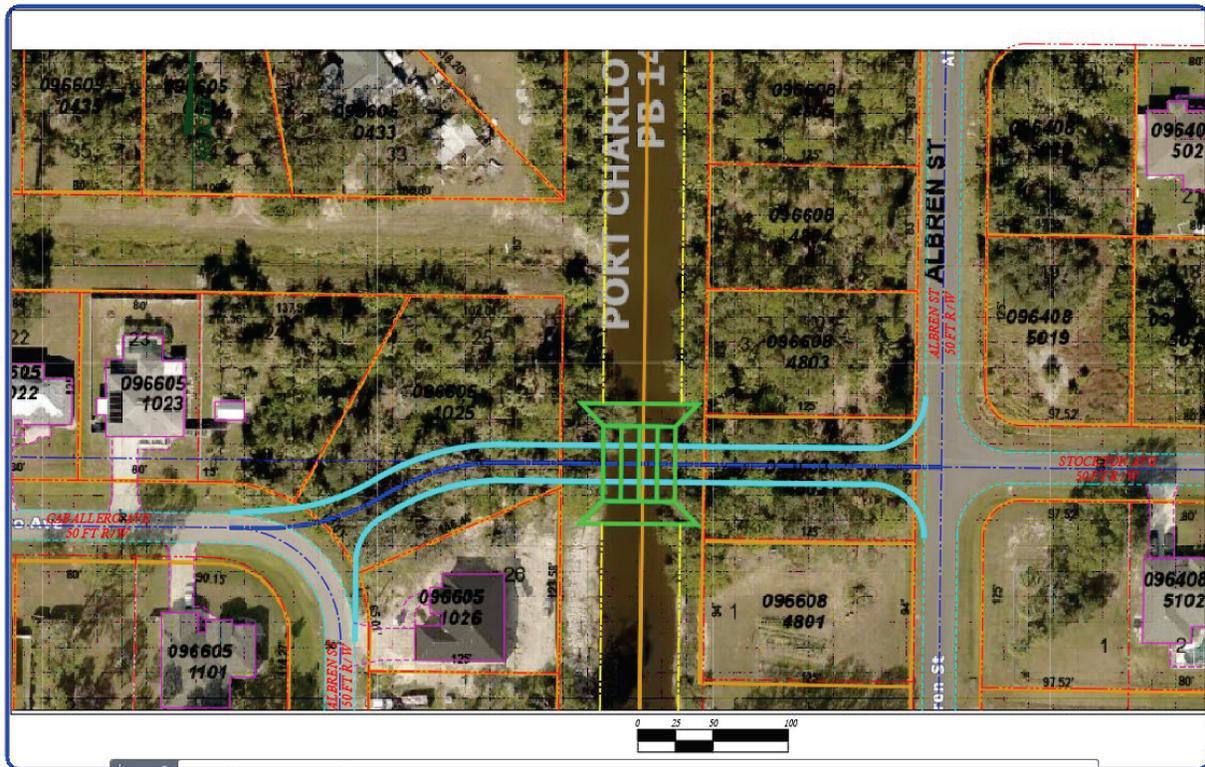


Figure A: Concept Layout

- c) The City claims an existing 20 ft-canal maintenance easement along Mac Caughey Waterway and all lots have a 6' drainage easement on each side of the property (side, rear, front).
- d) The City has added (2) left turn lane (see Figure B) to be configured along with the box culvert placement, 1) on Salford & 2) on Cranberry.

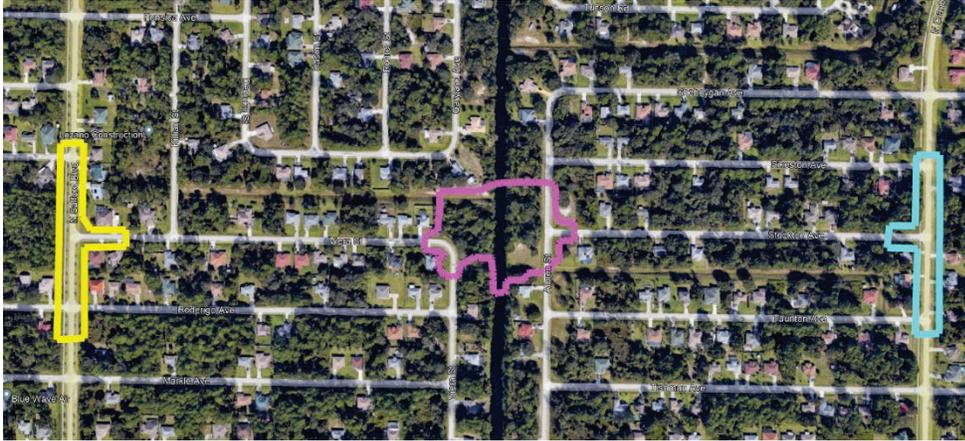


Figure B: Project limits & new turn lanes on Salford & Cranberry

#### **TASK 5.4 FDOT Bridge Load Rating Cert**

The SUBCONSULTANT shall perform:

1. Design box culvert designs based on precast construction.
2. Box culvert to be designed with Eriksson Culvert software (accepted by FDOT).
3. Design earth fill to be provided, prior to design.
4. Assume design for 5,500 psi concrete and 2" bar cover (moderately aggressive soil), unless indicated prior to design.
5. Assume 2,000 psf allowable bearing capacity (to be verified by Geotechnical Investigation) for wingwall design, unless directed otherwise prior to design.
6. Drawings to include plan views, culvert geometries, FDOT box culvert data table, misc. details including guiderails, if required, etc.
7. FDOT load rating (Consultant to provide FDOT Bridge #s when available).

**Task Deliverables: Plans, report, and FDOT certification.**

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## ATTACHMENT B

DATE: 31 May 2024

### **COMPENSATION**

**FOR: Stockton Ave Extension**

#### **Definitions:**

##### **Lump Sum (LS):**

Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, reimbursable expenses and costs and any other cost or expense which may pertain to the services performed, provided and/or furnished by the Sub-Consultant as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the Sub-Consultant shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for Sub-Consultant's services which is on account of the Lump Sum will be based upon Sub-Consultant's estimate of the proportion of the total services actually completed at the time of billing.

##### **Time and Materials (T&M):**

For the actual hours expended by the Sub-Consultant professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the Sub-Consultant's standard billing rate schedule in effect at the time the services are rendered. For the actual costs expended by Sub-Consultants engaged by Consultant and for the expended reimbursable expenses pertaining to the services in Exhibit A.

##### **Not-To-Exceed (NTE):**

For the actual hours expended by the Sub-Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the Sub-Consultant's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Attachment B as Exhibit No. 1. For the actual costs expended by Sub-Consultant's Sub-Consultants engaged by Sub-Consultant and for the expended reimbursable expenses pertaining to the services in Attachment A. The total amount of compensation to be paid the Sub-Consultant shall not exceed the amount of the total Not-To-Exceed compensation established and agreed to.

**NOTE:** It shall be the responsibility of the Sub-Consultant to ensure at all times that sufficient funding remains within the amounts identified in this Attachment B to complete the Services. Changes in the total amount(s) shall require execution of a Supplemental Agreement. The Sub-Consultant is obligated to complete all services within the total amount(s) established herein. The Sub-Consultant acknowledges that the total amount(s) in this Attachment B is adequate for satisfactory completion of the Scope of Services.



## ATTACHMENT C

DATE: 31 May 2024

### TIME AND SCHEDULE OF PERFORMANCE

#### **FOR: Stockton Ave Extension**

Preliminary Schedule, subject to change and based off no land acquisition or delays for coordination on elements outside the control of the Consultant:

Item	Description	Estimated Start Date	Target Delivery Date	Estimated Days
1	Notice to Proceed	7/1/24	7/1/24	0
2	Survey & SUE	7/1/24	8/10/24	40
3	30% Plans	8/10/24	9/24/24	45
4	Review	9/24/24	10/1/24	7
5	60% Plans & Docs	10/1/24	11/15/24	45
6	Review	11/15/24	11/22/24	7
7	Permitting (SWFWMD, FDEP, etc.)	11/22/24	3/4/25	102
8	90% Plans & Docs	11/22/24	2/5/25	75
9	Review	2/5/25	2/12/25	7
10	100% Const. Docs	2/12/25	3/4/25	20
11	Purchasing Process	3/4/25	5/3/25	60
12	Award	5/3/25	5/13/25	10
13	Consturction NTP	5/27/25		
			<b>Total Days</b>	<b>418</b>

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September 1, 2023

City of North Port  
 Public Works Department  
 1100 N. Chamberlain Blvd.  
 North Port, FL 34286  
 Via E-mail: [dquick@northportfl.gov](mailto:dquick@northportfl.gov) & [pwfinance@northportfl.gov](mailto:pwfinance@northportfl.gov)

Re: LOI No. 2023-10PW, Stockton Avenue Extension/Cosmic Waterway Crossing

Dear Selection Advisory Committee Members:

This is an exciting project for the City of North Port and Johnson Engineering. This box culvert to create a vital transportation connection within the central City community is definitely needed after experiencing the issues created by Hurricane Ian. With Price Blvd, Hillsborough Blvd and almost I-75 flooding, getting from Toledo to Sumter was very difficult. This is a worthy project for City Public Works and Johnson is motivated to get this one.

Over the last 25+ years Charlotte County has facilitated the survey, design, permitting and construction of 29 of the 56 General Development Corp (GDC) waterway structures within Greater Port Charlotte Drainage Basin bringing them into today's transportation and design standards. This team has the library of details, solutions, plans and techniques to design/permit this structure quickly and efficiently to current standards. As a result, our team has more knowledge and understanding of the old GDC waterway systems and solutions than any other firm submitting on this LOI.

Our Port Charlotte office has been open for over 31+ years now in the Murdock center and furthermore our company has been designing in Southwest Florida for more than 77+ years. We pledge to bring all this firsthand knowledge and skill set to this project. In the simplest terms, the City of North Port has the duty to protect the health, safety and welfare of the citizens and this project is about that responsibility. We are committed to Charlotte County and when selected will provide professional resources to complete this project in an efficient manner. We look forward to getting started and will be ready.

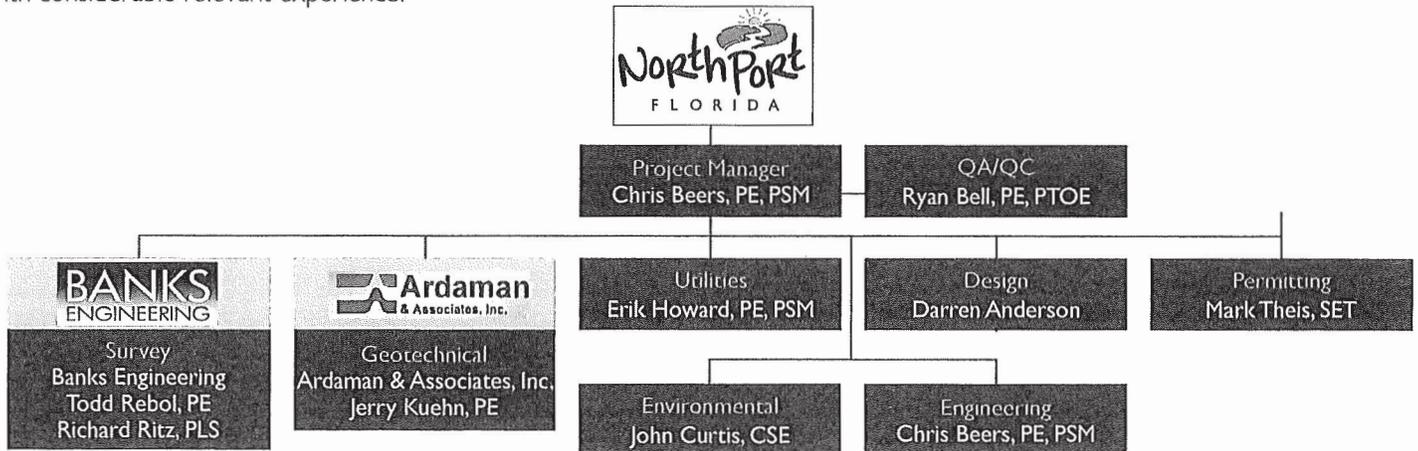
Very truly yours,  
 JOHNSON ENGINEERING, INC.



Chris Beers, PE, PSM, Project Manager  
 (941) 628-0635, [cbeers@johnsoneng.com](mailto:cbeers@johnsoneng.com)

**ORGANIZATIONAL CHART**

The success of any project ultimately boils down to the people you have working on it. We have put together a very strong team with considerable relevant experience.



## KEY TEAM BIOS

### Chris Beers PE, PSM - Project Manager/Engineering

Chris is the branch manager of our Charlotte County office and has 29 years of experience. He has successfully managed and led many Charlotte County projects including sidewalks (paths), storm structures, regional parks, roadways, bridges and others. He has managed land development projects in Florida, Utah, Kentucky, and Indiana. He is well versed in numerous engineering disciplines, as well as environmental components of the projects he has managed. As the manager of our Charlotte County office, Chris is very familiar with the local stakeholders and issues.

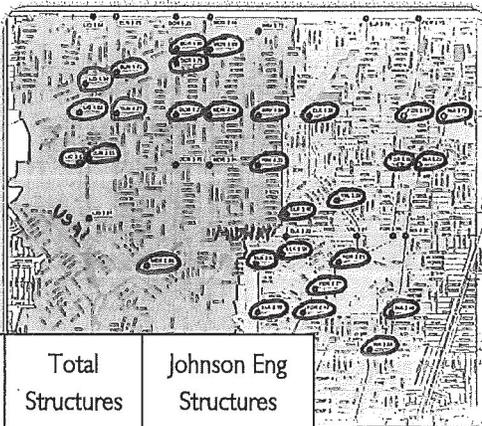
### Mark Theis, SET - Permitting

Mark has lived and worked in Charlotte County since the opening of the Port Charlotte office in 1993. He has worked on all the major Charlotte County projects associated with the firm over the last two decades and has 45 years of experience. His leadership on the original One Cent Sales Tax sidewalks projects will prove beneficial for this design team. Mark has worked closely with the various governmental and regulatory agencies including many departments with Charlotte County, the City of Punta Gorda, Southwest Florida Regional Planning Council, SFWMD, SWFWMD, and state and federal agencies including the FDEP, FDOT and the USACE.

## PROJECT APPROACH

Understanding your project is vital in the firm you select. We have this understanding because this team has completed the most the General Development Corporation (GDC) waterway structures in this area. During the 1999-2022 Greater Port Charlotte System upgrades, this team completed 29/58 of the waterway crossings. Our team has surveyed, designed, permitted, constructed and certified for Charlotte County, 29 total.

This team has the experience and expertise to address any/all issues regarding the new Stockton Ave/Cosmic Waterway Crossing structure.



Greater Port Charlotte Waterway Structures by Johnson Engineering (in blue)

Basin	Total Structures	Johnson Eng Structures
Fordham/Niagara	28	15
Little Alligator C	28	14
<b>Totals</b>	<b>56</b>	<b>29</b>

## Cost Saving Measures

**Box Culvert Construction:** By utilizing the box culvert construction in lieu of conventional form-n-pour in-place, so much time and impact to traffic was saved on the Charlotte County projects.

**Drainage:** The Cosmic Waterway is a major drainage conveyance within the North Port system. During construction, targeted for the dry season, a pronounced by-pass storm pipe system will be utilized to assure setting of the box culverts in the dry occurs. Also, address the yard and greenbelt storm systems within the new box culverts will be necessary to capture all storm events. It is important to note this Johnson Engineering team developed the program and bid item, with SWFWMD approval, the contingency for major hurricane/tropical storm events and will include this in the bid documents.

**Sidewalks:** Although the City of North Port doesn't have a grid of sidewalks within this area, the box culverts will be sized to accommodate the possibility of a future sidewalk.

**FDOT Bridge Inventory:** As this team did on all the Greater Port Charlotte box culverts (see Figure A), we will design, load rate, & permit with Florida Department of Transportation (FDOT) to assure this box culvert is listed forever on the FDOT Bridge inventory. This will ensure FDOT will be performing bi-annual bridge inspections relieving the task from City of North Port Public Works personnel.

**Existing Utilities:** This new transportation thoroughfare can also be a critical utility redundancy grid connection. The water supply system would greatly benefit to connect at the new Stockton Ave/Cosmic Waterway crossing. What will need to be done to ensure this utility loop, is to design the box culverts so the new utility lines will just fit above the box culverts. This design to accommodate utilities was done on all the Greater Port Charlotte structures, and the utilities prefer their lines above the box culvert in the event they ever have to work or maintain their system.

The following is our work plan we have utilized on other GPC structures to assure success:

**Stakeholders Involvement -** Stakeholders include Public Works, Utilities, schools, Southwest Florida Water Management District (SWFWMD), FDOT, neighbors, private utilities (FPL, Embarq, Teco, Comcast, etc...), and other North Port County staff as necessary.

**Survey and Data Collection -** Our team and Banks Engineering are well rehearsed in these waterway crossings and will perform this task efficiently and affectively. This team will assist in the land acquisition as necessary also with new deeds/plats/surveys necessary.

**Design/Permitting/Engineering -** This task requires the most intense coordination and detail. This team has performed on so many Greater Port Charlotte box culverts like this. Through our 30%, 60%, 90%, & FINAL stages, we will keep all stakeholders and the City informed at every step. Including the Engineer's Opinion of Probable Cost (EOPC) beginning at the 60% stage submittal. This is to help the City with Capital planning and budgeting.

**Bid Specifications** - We will provide the City with bid specifications to include all special conditions and other technical requirements.

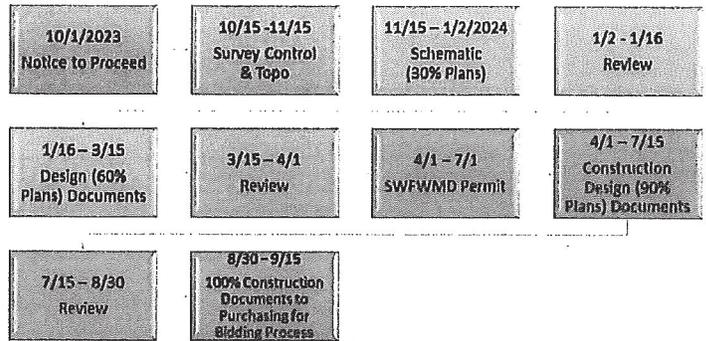
**Construction Phase Services (if needed)** - Our team has performed Request for Information (RFIs) responses, shop drawing review, and will attend field meetings as needed. Since our office is conveniently located at Murdock Circle, we are most likely the closest firm you will have submitting on this project.



Figure B: Conceptual layout of the Cosmic Waterway Box Culverts and Stockton Ave crossing

**Schedule**

This project did not specifically mention a deadline or anticipated construction bid letting. This could be a preliminary schedule considering the current workload.



**SIMILAR PROJECTS**

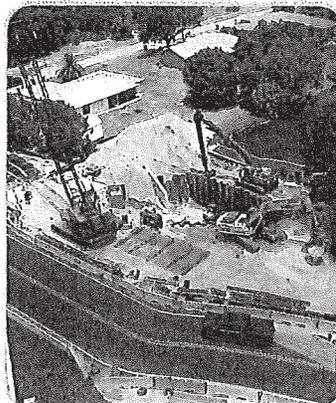
**Storm Structures Series, Charlotte County**

Johnson Engineering was retained by Charlotte County to complete the survey, design, permitting, and construction services for six of the Greater Port Charlotte Storm Water Control Structures. The structures are listed below. The work performed included: survey, subsurface utility engineering (SUE), deed research, SWFWMD environmental resource permitting, utility relocation (public & private), FDEP permitting, stormwater modeling, USACOE permitting, engineering, design, MOT, County multi-department coordination, estimating, construction documents, and other administrative tasks. Three of the structures are assigned an FDOT bridge number and will be on the FDOT inventory (once constructed) for bi-annual inspections.

Basin	Structure	Roadway	Structure Area Size*	Construction Schedule	Weir
Little Alligator	SUN 3.65	Forrest Nelson	240 sf Invert 0.0'	Spring 2013	N/A
	HAV 4.33	Quesada	360 sf Invert 0.0'	Spring 2012	~85 feet long @ Elev 9.0'
	DOR 4.75	Bachman	160 sf Invert 4.3'	Spring 2012	~50 feet long @ Elev 13.0'
	MOR 5.08	Bachman	56 sf Invert 6.7'	Spring 2012	~40 feet long @ Elev 15.0'
Fordham	FOR 5.11	Peachland	80 sf Invert 7.0'	Spring 2013	~5 feet long @ Elev 18.2'
	NIA 5.72	Peachland	(2) 36" RCP x 100 ft Invert 10.0'	Spring 2013	~6 feet long @ Elev 18.1'

**Reference:**

Ms. Karen Bliss, Project Manager  
Charlotte County Public Woks  
(941) 575-3642  
[Karen.Bliss@charlottecountyfl.gov](mailto:Karen.Bliss@charlottecountyfl.gov)

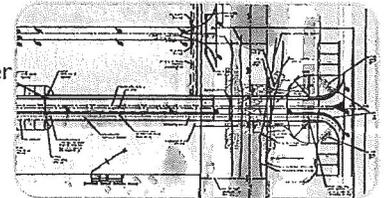


**C-21 Bridge, City of Clewiston**

The City of Clewiston constructed a bridge to span the C-21 Canal for access to and inside the Herbert Hoover Dike. The bridge structure provides a single span across the canal and has accommodations for pedestrians and bicyclists in addition to many types of motor vehicles. The C-21 Bridge project will also incorporate an access ramp leading up to the bridge and a separate bypass connector road to allow continuous access to the C-21 canal. Johnson Engineering performed surveys, ecological assessments, surface water modeling, and site/roadway design to obtain the necessary permits to construct the bridge. Permit applications and plans were submitted to the FDOT, USACE and the SFWMD.

**Reference:**

Mr. Randy Martin, City Manager  
City of Clewiston  
(863) 983-1484  
[randy.martin@clewiston-fl.gov](mailto:randy.martin@clewiston-fl.gov)

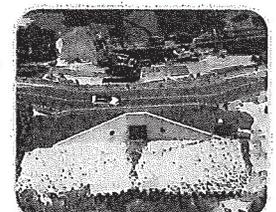


**Elkcam Waterway 4.56 Box Culvert over Peachland Boulevard, Charlotte County**

Charlotte County Public Works retained the services of Johnson Engineering for the survey, design, permitting, & construction services of this new box culvert on Peachland Blvd. This project had to be designed to accommodate live traffic during construction, maintain a 20" sewer forcemain, & have contingency for a major tropical storm event. This completed the 29th storm structure for the Johnson team in the Greater Port Charlotte (GPC) drainage basin. This also completed the last of the 56 structures of the GPC basin, and Johnson Engineering closed out the completed SWFWMD certification for CCPW on the entire Environmental Resource Permit.

**Reference:**

Mrs. Joanne Vernon, PE, County Engineer  
Charlotte County Public Works  
(941) 575-3661  
[joanne.Vernon@charlottecountyfl.gov](mailto:joanne.Vernon@charlottecountyfl.gov)



**CONFLICT OF INTEREST FORM**

F.S. §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:

**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

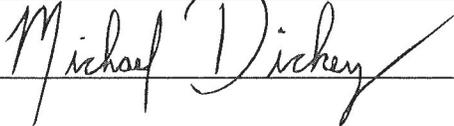
**PART II:**

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.

**COMPANY:** Johnson Engineering, Inc.

**SIGNATURE:**  Michael Dickey, PE, Chairman/Vice President

**THIS PAGE MUST BE SUBMITTED WITH LETTER OF INTEREST**

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

**Please select (only) one of the following three options:**

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?**

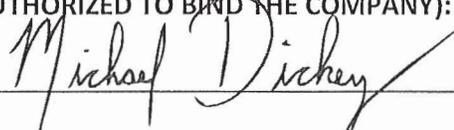
If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm's findings and recommendations, this must be listed as a financial interest. 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 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 another interest.

**BUSINESS NAME:** Johnson Engineering, Inc.

**NAME (PERSON AUTHORIZED TO BIND THE COMPANY):** Michael Dickey, PE, Chairman/Vice President

**SIGNATURE:**  **DATE:** September 1, 2023

**THIS PAGE MUST BE SUBMITTED WITH LETTER OF INTEREST**

Scrutinized Company Certification Form

Company Name: Johnson Engineering, Inc.

Authorized Representative Name and Title: Michael Dickey, PE, Chairman/Vice President

Address: 2122 Johnson Street City: Fort Myers State: FL ZIP: 33901

Phone Number: (239) 334-0046 Email Address: mdickey@johnsoneng.com

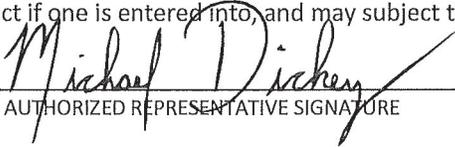
A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized 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: Michael Dickey, PE, Chairman/Vice President

Date Certified: September 1, 2023

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

**THIS PAGE MUST BE SUBMITTED WITH LETTER OF INTEREST**

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 sub-contractors or sub-consultants, 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: Johnson Engineering, Inc. (Vendor's Company Name)

Certified By: Michael Dickey  
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Michael Dickey, PE, Chairman/Vice President

Date Certified: September 1, 2023

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

# E-Verify



Company ID Number: 46959  
Client Company ID Number: 345924

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer JOHNSON ENGINEERING, INC.

CAROL J. DOCKER  
Name (Please Type or Print)

DIRECTOR - HR  
Title

Carol J. Docker  
Signature

7/27/2010  
Date

Designated Agent Absolute Background Search, Inc.

Cooley S Michael  
Name (Please Type or Print)

Title

Electronically Signed  
Signature

07/26/2010  
Date

Department of Homeland Security - Verification Division

Name (Please Type or Print)

Title

Signature

Date

## Information Required For the E-Verify Designated Agent Program

Information relating to your Company:

Page 14 of 15 | E-Verify MOU for Employer (Client) using a Designated Agent | Revision Date  
[www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)

# E-Verify



Company ID Number: 46959  
Client Company ID Number: 345924

Company Name: JOHNSON ENGINEERING, INC.

Company Facility Address: 2122 JOHNSON ST

FORT MYERS, FL 33902

County or Parish: LEE

Employer Identification  
Number: 501173834

North American Industry  
Classification Systems  
Code: 541

Parent Company: \_\_\_\_\_

Number of Employees: 100 to 499



**CITY OF NORTH PORT**

**PROFESSIONAL ENGINEERING SERVICES FOR CITY OF NORTH PORT  
NO.  
THIS IS NOT AN ORDER**

**Date: 07/26/23**

**Page: 1 of 3**

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

**Contact Person: Danny Quick, P.E., City Engineer**

**Contact Phone: 941.240.8076**

**Contact Fax: 941.240.8063**

**Contact Email: [dquick@northportfl.gov](mailto:dquick@northportfl.gov)**

**Reply No Later Than: September 1, 2023**

**REQUEST FOR LETTERS OF INTEREST NO. 2023-10PW**

**CITY OF NORTH PORT STOCKTON AVENUE EXTENSION/COSMIC WATERWAY CROSSING**

The City of North Port Public Works Department/Engineering Division is currently accepting Letters of Interest from all firms within the City's Engineering Library.

**INTENT:** It is the intent of Public Works/Engineering to secure professional engineering services to design, permit, and provide bidding assistance and limited construction phase services including geotechnical engineering and testing associated with extending Stockton Avenue (local street) across the Cosmic Waterway via concrete box-culvert to Caballero Avenue.

**BACKGROUND/SCOPE OF SERVICES:**

**BACKGROUND**

North Port Public Works/Engineering has identified the need to permit and construct an alternate/secondary local street connectivity route in the City to supplement east-west traffic flow currently on Price Boulevard. The City is currently in the process of acquiring parcels 0966-08-4802 and 0966-05-1025 which will be used for the Stockton Avenue extension.

**SCOPE OF SERVICES**

**TASK 1- PROJECT COORDINATION**

This task will include a project design kick-off meeting with Public Works/Engineering staff to review the project, identify/clarify/refine project tasks, discuss permitting and regulatory concerns, requirements and formulate strategies and any other pertinent items.

**TASK 2 – DESIGN AND PERMITTING**

The selected Firm shall design and permit a concrete box-culvert pursuant to Florida Department of Transportation (FDOT) design criteria capable of conveying the 100-year design storm event within the Cosmic Waterway. Design and permitting of Stockton Avenue extension shall meet North Port local road design standards. All required regulatory permitting shall be accomplished to include and not be limited to Southwest Florida Water Management District (SWFWMD), U.S. Army Corps of Engineers (USACE) and Florida Department of Environmental Protection

(FDEP). The Firm will coordinate acquisition of necessary topographical survey work and geotechnical services. The Firm shall develop design drawings, specifications, and Engineer's Opinion of Probable Construction Costs (EOPC).

### **TASK 3 – BID PHASE SERVICES**

The firm shall develop a detailed, line item, unit price all-inclusive bid form, non-standard contract documents, for use by Public Works/Engineering. The firm will attend a pre-bid meeting as necessary and assist the City in answering contractor questions via addenda during the bidding process. Upon receipt of bids, the firm will evaluate the bids including performing reference checks on the apparent low bidder and make an award recommendation to the City.

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

The firm shall provide limited services during construction for submittal review and approval, response to requests for information from the contractor, and preparation of changes orders as needed. The firm will use construction information provided by Public Works/Engineering, provide limited construction observation, and utilize as-built information provided by the contractor to finalize record drawings, complete construction certification forms and submit same to the regulatory agencies to certify the project complete. Services provided will also include participation in progress meetings with NPU staff and construction contractors 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 specifications and all other written material will be provided electronically in Microsoft Word format and portable document format (pdf). The bid form shall be provided in Microsoft Excel and pdf formats. Plans will be provided in pdf format. Once this contract is complete, the specifications, bid form and details will become property of Public Works/Engineering 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 waterway crossing and connecting road segments.
- Review 60% and 90% plans and specifications with Public Works/Engineering.
- 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 Public Works/Engineering as needed.
- Assistance with bid review and recommendation of award.
- 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 (5) 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

*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 Danny Quick at [dquick@northportfl.gov](mailto:dquick@northportfl.gov) no later than **August 25, 2023**.

All firms within Contract No. 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 PUBLIC WORKS/ENGINEERING  
DEPARTMENT  
ON OR BEFORE SEPTEMBER 1, 2023 AT 2:00 P.M. (EST) VIA EMAIL TO:**

**DANNY QUICK @ [dquick@northportfl.gov](mailto:dquick@northportfl.gov)  
and please copy  
[pwfinance@northportfl.gov](mailto:pwfinance@northportfl.gov)**

2023-10PW RLI Evaluation Form

Project:	Cosmic Waterway Crossing
RLI No.:	2023-10PW
Date of Ranking:	9/13/2023

American Consulting

Evaluation Criteria	Value	AF	DQ	MV	Score
Understanding of Project/Deliverables	0-5	3	3	4	10
Expertise/Qualifications of Personnel	0-5	5	5	4	14
Availability of Personnel/Timeline	0-5	2	3	2	7
Evaluations/Experience	0-5	4	5	4	13
Proposed Cost Saving Measures	0-5	0	4	2	6
Quality of Proposal	0-5	5	5	4	14
References	0-5	3	3	3	9
		22	28	23	73

Infrastructure Solution Services

Evaluation Criteria	Value	AF	DQ	MV	Score
Understanding of Project/Deliverables	0-5	3	5	3	11
Expertise/Qualifications of Personnel	0-5	4	5	4	13
Availability of Personnel/Timeline	0-5	3	4	3	10
Evaluations/Experience	0-5	3	5	3	11
Proposed Cost Saving Measures	0-5	3	4	3	10
Quality of Proposal	0-5	3	4	3	10
References	0-5	3	3	3	9
		22	30	22	74

GHD

Evaluation Criteria	Value	AF	DQ	MV	Score
Understanding of Project/Deliverables	0-5	4	5	4	13
Expertise/Qualifications of Personnel	0-5	4	5	4	13
Availability of Personnel/Timeline	0-5	5	3	4	12
Evaluations/Experience	0-5	3	4	3	10
Proposed Cost Saving Measures	0-5	5	4	4	13
Quality of Proposal	0-5	4	4	3	11
References	0-5	3	3	3	9
		28	28	25	81

Johnson Engineering

Evaluation Criteria	Value	AF	DQ	MV	Score
Understanding of Project/Deliverables	0-5	4	5	5	14
Expertise/Qualifications of Personnel	0-5	5	5	5	15
Availability of Personnel/Timeline	0-5	3	5	5	13
Evaluations/Experience	0-5	5	5	5	15
Proposed Cost Saving Measures	0-5	5	5	5	15
Quality of Proposal	0-5	4	4	5	13
References	0-5	3	3	3	9
		29	32	33	94

HighSpans

Evaluation Criteria	Value	AF	DQ	MV	Score
Understanding of Project/Deliverables	0-5	5	5	4	14
Expertise/Qualifications of Personnel	0-5	5	5	4	14
Availability of Personnel/Timeline	0-5	2	3	2	7
Evaluations/Experience	0-5	5	5	3	13
Proposed Cost Saving Measures	0-5	4	3	3	10
Quality of Proposal	0-5	5	4	2	11
References	0-5	3	3	3	9
		29	28	21	78

Kisinger Campo & Associates

Evaluation Criteria	Value	AF	DQ	MV	Score
Understanding of Project/Deliverables	0-5	4	5	4	13
Expertise/Qualifications of Personnel	0-5	4	5	4	13
Availability of Personnel/Timeline	0-5	4	5	4	13
Evaluations/Experience	0-5	4	4	4	12
Proposed Cost Saving Measures	0-5	4	3	4	11
Quality of Proposal	0-5	5	4	4	13
References	0-5	3	3	3	9
		28	29	27	84

 9/13/2023  
 Anthony Friedman Date

 9/13/2023  
 Danny Quick Date

 9/13/2023  
 Mike Vork Date