

REQUISITION BY: CHERYL GREINER

STATUS: PURCHASING AGENT

REASON: CIRCLE OF HONOR PROFESSIONAL ENGINEERING SERVICES

R

DATE: 1/10/23

SHIP TO LOCATION: PARKS & REC MAINTENANCE

SUGGESTED VENDOR: 7239 PENNONI ASSOICATES INC

DELIVER BY DATE: 9/30/23

1	PROFESSIONAL ENGINEERING SERVICES FOR THE CIRCLE OF HONOR.	94900.00	\$\$	1.0000	94900.00
	COMMODITY: ENGINEERING SERV PRO				
	SUBCOMMOD: ENGINEERING SERV NOC				

REQUISITION TOTAL: 94900.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	15230365726300	IMPROVE OTHER THAN BLDGS P21VET VETERAN'S MEMORIAL PARK	100.00	94900.00
				94900.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PLEASE CHANGE LAST FOUR OF ACCT # TO 6300.
ENGINEERING FEES FOR A PROJECT ARE CONSIDERED
CAPITAL EXPENDITURES.

*
UPDATED ACCT # TO REFLECT 6300.

EVER-WKAS
WA 2022-05; 2019-23

PURCHASING DEPARTMENT
VENDOR TRACKING
Prior PO Total: \$0
New PO Total: \$94,900.00
YTD Dept Exp (Incl): \$116,155.00
YTD CW Exp (Incl): \$116,155.00



City of North Port
PURCHASING

Office: 941.429.7170

Fax: 941.429.7173

Email: purchasing@cityofnorthport.com



WORK ASSIGNMENT

Pennoni Associates, Inc.

CONSULTANT

CONTINUING CONTRACT NO. & TITLE

Contract No. 2019-23, Professional Engineering Services – Continuing Services Contracts for City of North Port Public Works.

THIS WORK ASSIGNMENT

Table with 2 columns: Field Name and Value. Fields include WORK ASSIGNMENT # (2022-05), SHORT TITLE (Circle of Honor Park Improvements), DATE SUBMITTED (12/21/2022), AMOUNT (LUMP SUM) (\$94,900.00), SCHEDULED COMPLETION (42 weeks from NTP).

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 2023 gd 1/5/23

Table with 3 columns: Description, DEPARTMENT, CITYWIDE (completed by Purchasing). Rows include TOTAL OF PREVIOUS ASSIGNMENTS, THIS WORK ASSIGNMENT, TOTAL WORK ASSIGNMENTS, and ACCOUNT NO/PROJECT NO.

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:

Signature of Brian M. Dief, Date: 01/04/2023

Kim Humphrey, Project Manager. Digitally signed by Kim Humphrey, Project Manager. Date: 2023.01.04 16:37:51 -05'00'

APPROVED BY:

Sandy Pfundheller, Date: 2023.01.05 11:32:59-05'00'

Lisa Herrmann, Digitally signed by Lisa Herrmann. Date: 2023.01.09 09:33:02 -05'00'

DEPARTMENT DIRECTOR DATE

BUDGET ADMINISTRATOR DATE

Signature of Ginny Duyn, Digitally signed by Ginny Duyn. Date: 2023.01.09 09:38:55 -05'00'

Kimberly Williams, Digitally signed by Kimberly Williams. Date: 2023.01.09 11:25:01 -05'00'

PURCHASING DATE

FINANCE DIRECTOR DATE

Signature of Jean Harbough, Date: 2023.01.09 15:08:41 -05'00'

A. Jerome Fletcher, Digitally signed by A. Jerome Fletcher. Date: 2023.01.10 12:54:44-05'00'

ASSISTANT CITY MANAGER DATE

CITY MANAGER DATE

Print Form

Clear All Fields

November 11, 2022
Revised November 30, 2022

NPORT22006P

Kim Humphrey
Project Manager
Public Works
1100 N. Chamberlain Blvd
North Port, FL 34286

**RE: PROFESSIONAL ENGINEERING SERVICES
CIRCLE OF HONOR PARK
NORTH PORT, FLORIDA**

Dear Ms. Humphrey:

Pennoni Associates Inc. (Pennoni) is pleased to present this proposal to the City of North Port to provide Professional Engineering services for the construction of a proposed park within the City Hall Complex located at 4970 City Hall Blvd, North Port, Florida. It is our understanding that the proposed park will be designed to honor all branches of military, and will incorporate memorial walls, flagpoles, a water fountain, shade structures, and additional elements.

We are providing this proposal for survey and engineering services. Our scope is as follows:

TASK 1 – SURVEY

A. Topographic Survey

In accordance with the Florida Standards of Practice for Land Surveys, Chapter 5J-17, Florida Administrative Code, we will provide professional surveying and mapping services necessary to provide Topographic Survey of the site located at the above referenced address:

- Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
- Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
- Establish a minimum of two (2) site benchmarks.
- Topographic coverage will be limited to the Limits of Survey Exhibit provided by Client and attached hereto.
- Locate trees six inches (6") DBH within the referenced property. Trees will be identified by common name and size in inches.
- Should Client be required to adhere to Agency Land Development Codes or other requirements, it is understood

We can provide a separate proposal for the following Additional Services that are not included in the above Scope, upon request:

1. Excavation and location of underground improvements
2. Owner and Encumbrance Report
3. Delineation and/or location of wetlands
4. ALTA/NSPS Land Title Survey
5. Information related to invert(s) of utility structures that are obstructed and/or inaccessible (by the client or otherwise)
6. Location of shrubs, and/or landscaping features
7. Pavement markings and roadway signage location
8. Research and location of underground utilities
9. Any services not expressly stated in the Scope of Services herein.

TASK 2 – GEOTECHNICAL INVESTIGATION

A. Geotechnical Investigation

The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- General geotechnical recommendations for the proposed construction including shallow foundation recommendations and canopy supports.
- Recommended design soil parameters as needed
- Infiltration rates based on field permeability tests.

The following services will be performed:

- Clearing of paths to the SPT boring locations.
- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Perform a total of three Standard Penetration Test (SPT) borings at the project site. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter. SPT borings will be performed as follows:
 - One SPT boring will be performed to a depth of 25 feet below the existing ground surface in the location specified by the client.
 - Two SPT borings will be performed to a depth of 10 feet below existing ground surface in locations specified by the client.
- Perform one field permeability test at 5 feet below the existing ground level (or at least 1-foot above the water table depth), using the open borehole method and an associated hand auger boring to 6 feet below existing grades, in location specified by the client.
- Visually classify and stratify soil samples in the laboratory using the Unified Soil Classification System and conduct a laboratory testing program.

- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

TASK 3: ENVIRONMENTAL/ECOLOGICAL

A. Protected Species Survey & Jurisdictional Wetland Determination

Pennoni Environmental Scientists will conduct an on-site protected species survey of the project area in accordance with methodologies outlined by the Florida Fish and Wildlife Conservation Commission (FWC) to identify and document the presence of listed species inhabiting the site that are regulated by the U.S. Fish and Wildlife Service (FWS) and the FWC. An on-site jurisdictional wetlands determination within the project limits will also be conducted in accordance with Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers methodologies (administered by the Florida Department of Environmental Protection (FDEP) 404 assumption). The results of the site investigation will be documented in a technical memorandum that includes Florida Land Use, Cover and Forms Classification System (FLUCFCS) mapping, mapping of observed signs of protected species, and the approximate location of potential wetland limits as accurately as practicable on an aerial photograph.

Comprehensive protected species-specific surveys are not anticipated to be required and are not included in this scope of services. Please note, if protected species or jurisdictional wetlands are identified on the site, additional permitting services may be required for potential impacts associated with the project.

TASK 4 – LANDSCAPE ARCHITECTURE

A. Meetings and Coordination

Coordination with the design team, client, and city during the design and permitting process.

B. Design and Permitting

Using the Pennoni boundary and topographic survey, and provided conceptual site plan in CAD format, we will prepare a preliminary site design coordinated with the design team.

30% submittal

- Create a conceptual master plan based on current programming objectives and available budget. This will include preparing 2D plan graphics.
- Prepare a Preliminary Opinion of Probable Construction Cost outlining desired elements and estimated budgeting.

60% submittal

- Prepare landscape architectural (LA) construction plans based on the approved master plan, feedback from client and pre-application meetings with jurisdictions.
 - Hardscape plan: The plan will include layout of proposed memorial components (i.e., granite wall, stone wall, decorative pavers), delineation of materials, site amenities and site furniture with applicable details. A schedule of proposed site furnishings (coordinated with the client) will be included outlining dimensions, quantities, model/ manufacturer information. Final shop drawings, prepared by the manufacturer or vendor, will be required for any overhead structures (i.e shade system, flagpoles).
 - Landscape plan: Prepare a plan delineating trees, shrubs, groundcover and sod locations for the project site. The landscape plan will include a planting schedule specifying quantities, sizes and species of all landscape materials. Installation details will be included.
 - Irrigation plan: We will coordinate with a local subconsultant to prepare this plan. Their fee is included in this scope and proposed fee schedule. Water source will need to be determined by the civil engineer.
- Provide coordination and support with civil engineer on jurisdictional review comments and approval.

90% submittal

- Provide revised LA construction plans based on feedback from client.
- Assist engineer in preparing an Opinion of Probable Construction Cost outlining desired elements and estimated budgeting.
- Intent is to have all specifications included on the plan sheets.
- Provide continued coordination and support with civil engineer on jurisdictional review comments and approval.

100% submittal

- Provide final LA construction plans based on feedback from client.
- Finalize technical specifications as part of the construction documents.
- Assist engineer in providing final Opinion of Probable Construction Cost for the project related costs.
- Signed and sealed plans prepared by a Florida registered landscape architect will be provided.

C. Construction Administration

- Assist in responding to RFI (request for information) requests from the contractor.
- Review shop drawings and submittals provided by contractor.

TASK 5 – CIVIL/SITE ENGINEERING

A. Construction Documents

Using the Pennoni Survey, we will prepare Construction Documents coordinated with the design team. The site elements such as sidewalks, driveways, utilities, and pedestrian access will be documented.

1. We anticipate the construction documents will include the following:
 - a) Existing Conditions Plan
 - b) Demolition Plan
 - c) Site Geometry Plan
 - d) Grading & Drainage Plans
 - e) Utility Plans
 - f) Construction Details
 - g) Stormwater Management Details
 - h) Stormwater Pollution Prevention Plan
2. The plans listed above will be included with the 30%, 60%, 90%, and 100% deliverables submissions.
3. We will make one site visit to visualize the site layout and verify the survey information.
4. We will attend six (6) virtual calls/meetings with the client, project stakeholders, and design team to coordinate the site design aspects of the project.
5. We will attend one (1) public meeting/neighbourhood workshop to discuss the project with the community.
6. Public Roadway improvements and traffic studies are not expected, and design is not included in this proposal. If roadway improvements are required, we can provide a separate design proposal for roadway and traffic engineering.

B. Permitting Services

1. The site is currently permitted by the Southwest Florida Watershed Management District (SWFWMD) under ERP No 16316, which will need to be modified to account for the proposed site revisions. We will prepare schematic exhibits for and attend one permit pre-application meeting with the Southwest Florida Watershed Management District (SWFWMD) to review the Project Site and to discuss the stormwater management permit requirements for this Project.
2. We will prepare preliminary plans for and attend the Pre-Application Meeting with the City of North Port Staff Development Review Team (SDR) to review the Project Site requirements.
3. We will prepare the required permit applications and submissions to the SWFWMD with supporting stormwater management design calculations for the proposed improvements to satisfy the SWFWMD attenuation and treatment criteria requirements.

4. We will prepare the required Site Plan Review applications and supporting documents for submission to the City of North Port SDR with a code compliant design for City approval of the proposed site improvements.
5. We will attend up to two (2) design review meetings with the City SDR Team and/or Client to review status of site civil engineering plans and discuss any changes or revisions requested.

C. Construction Administration

The effort necessary during construction is dependent on the abilities and judgments of the construction manager and contractors. Thus, we are providing a fee based on assumed hours for some tasks and a construction period of up to nine months.

1. We will review shop drawings, checking for conformance with the design concept of the project and compliance with the information given in the construction documents.
2. We will respond to requests for information (RFI's) from the Construction Manager to clarify the scope of work during construction and to convey design intent.
3. We will make visits to the site during construction of site work components and at such other times as requested to review construction progress, to coordinate site work with other requirements of the project, and to attend construction meetings. We are including up to four site visits in this proposal.
4. We will prepare a "punch list" when the construction is substantially complete and follow up with a second visit to review the completed punch list items.
5. Using the as-built files provided by the Contractor, we will prepare the Project Close Out Submittal.

D. Project Certifications

Once construction is deemed sufficiently complete Pennoni will prepare and submit a "Statement of Completion and Request to Transfer to Operation" for the stormwater management ponds. The form will be submitted with the contractor provided As-Built Drawings to the SWFWMD and the City of North Port if necessary. Please note that any deviations from the approved construction plans (notwithstanding the opinions of City inspectors, local approval, etc.) such as pipe slope, retention pond size, elevation differences, and contractor exclusions (geotechnical engineering and testing requirements on the plans) which call into question the capacity of the system(s) could require Additional Services by Pennoni to resolve same and/or Client's indemnification of Pennoni.

FEE

We will perform the services described above for the following fees:

TASK 1 – SURVEY

A. Boundary and Topographic Survey \$13,900

TASK 2 – GEOTECHNICAL INVESTIGATION

A. Geotechnical Investigation \$ 5,300

B. Clearing (Allowance) \$ 2,500

TASK 3 – ENVIRONMENTAL/ECOLOGICAL

A. Protected Species Survey & Jurisdictional Wetland Determination \$ 1,900

TASK 4 – LANDSCAPE ARCHITECTURE

A. Meetings and Coordination \$ 3,960

B. Design and Permitting \$31,440

C. Construction Administration \$ 3,090

Task 4 Total: \$38,490

TASK 5 – CIVIL/SITE ENGINEERING

A. Construction Documents \$18,810

B. Permitting \$ 8,250

C. Construction Administration \$ 6,220

D. Project Certifications \$ 2,580

Task 5 Total: \$35,860

PROJECT TOTAL: \$ 95,450

Clearing Allowance: \$ 2,500

All fees are considered “Lump Sum” unless noted otherwise.

Any services which are not specifically included in the above Scope of Services are Additional Services. Pennoni will provide a proposal for additional services at the request of the client.

BILLING AND PAYMENT

An invoice for professional services completed will be presented for payment on a monthly basis. Invoices are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement. Payments to Pennoni shall be made no later than 15 days after the Client is paid by the Owner under the Prime Agreement. The Client shall exert reasonable and diligent efforts to collect prompt payment from the Owner.

PROJECT SCHEDULE

The CONSULTANT will commence professional services upon receipt of written Notice to Proceed (NTP) from CITY. The estimated time necessary to deliver this project is approximately 9 to 12 months from the Notice to Proceed date. The schedule includes 4 weeks for the city to review each deliverable.

Deliverables	Deliverable Duration (Weeks)	Duration from NTP (Weeks)
Topographic Survey	6	6
Geotechnical & Environmental Investigation	6	6
30% Design	8	14
30% Review by City	4	18
60% Design & Permit Submission	6	24
60% Review by City	4	28
90% Design & Permit Resubmission	6	34
90% Review by City	4	38
100% Design Submission	4	42
Construction	N/A	N/A

TERMS AND CONDITIONS

A. GENERAL

1. Pennoni Associates Inc. General Terms and Conditions (Form LE01FL 01/2018) are attached hereto and are considered as part of the Scope of Services. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

B. CIVIL/SITE

1. The lump sum fees of this proposal are for providing the specific services described within the Scope of Services. Any services provided by Pennoni Associates Inc. for this project which are not specifically included in the above Scope of Services are additional services and will be billed as such in addition to the above-stated lump sum fees.
2. Pennoni Associates Inc. does not guarantee approvals as these are often subject to circumstances beyond our control. Our fees are due and payable regardless of ultimate approval.
3. Application fees for permits, and reviews, are to be paid by the applicant and are, therefore, not included in our fee.
4. This proposal assumes that Zoning Variance approvals and public hearings will not be required for the site. If zoning relief become necessary, we will provide a separate proposal for those services.
5. This proposal assumes that utilities are available adjacent to the site, and design of a lift station is not expected. If utility extensions or lift station designs are required, we will provide a separate proposal for those services.
6. This proposal assumes that FDOT approvals will not be required for the site. If these permits become necessary, we will provide a separate proposal for those services.
7. Public Roadway improvements and traffic studies are not expected, and design is not included in this proposal. If roadway improvements are required, we can provide a separate design proposal for roadway and traffic engineering.

Pursuant to 558.0035 F.S., an individual employee or agent of Pennoni Associates, Inc. cannot be held individually liable for damages resulting from negligence occurring within the course and scope of this professional services contract or the performance of professional services hereunder, by signing this agreement, you have accepted this limitation of liability.

Thank you for the opportunity to provide these professional services. If this proposal is acceptable, please sign and return this proposal as our Notice-to-Proceed. If you have any questions, or if you would like to discuss any of the above, please do not hesitate to contact us.

Enclosures: General Terms and Conditions

Sincerely,
PENNONI



Brian M. Diehl, PE
Regional Vice President



Jason Sheridan, PE
Site Design Division Manager

Accepted By:

(Authorized Representative of the Client)

(Print Name & Title)

(Date)



PENNONI ASSOCIATES INC.
GENERAL TERMS & CONDITIONS
NPORT22006P

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the State of Florida.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.

CITY OF NORTH PORT, PROFESSIONAL ENGINEERING SERVICES CONTINUING SVCS CONTRACT

PENNONI - Proposed Staffing, Estimated Labor and Costs
11/30/22

CONTRACTED HOURLY RATES VERIFIED - GD 1/5/23.

Task Order Request #3 to RFQ # 2022-05, Circle of Honor Park Improvements

EXTENSIONS & TOTAL SUM VERIFIED BY PUBLIC WORKS/PARKS.

Labor Costs

Task	Description	Sr. Proj. Mgr. \$180.00	Sr. Proj. Eng \$175.00	Project Engineer \$165.00	Staff Eng \$145.00	Sr CADD \$125.00	CADD Tech \$110.00	Admin Assist \$75.00	Total Hours	Labor Cost
1	Boundary and Topographic Survey (Subconsultant)								N/A	See Below
2	Geotechnical Investigation (Subconsultant)								N/A	See Below
3A	Environmental/Ecological	2		4	4			4	14	\$ 1,900.00
4A	Landscape Architecture Meetings & Coordination	2	4		20				26	\$ 3,960.00
4B	Landscape Architecture Design & Permitting	8	20	40	80	40	30		218	\$ 31,440.00
4C	Landscape Architecture Construction Administration				16		7		23	\$ 3,090.00
5A	Civil/Site Engineering Construction Documents		8	40	70		6		124	\$ 18,810.00
5B	Civil/Site Engineering Permitting			10	30	18			58	\$ 8,250.00
5C	Civil/Site Engineering Construction Administration			8	20	16			44	\$ 6,220.00
5D	Civil/Site Engineering Project Certifications				4	16			20	\$ 2,580.00
Total Hours:		12	32	102	244	90	43	4	527	
Total Labor Cost:		\$ 2,160.00	\$ 5,600.00	\$ 16,830.00	\$ 35,380.00	\$ 11,250.00	\$ 4,730.00	\$ 300.00		\$ 76,250.00

Non-Salary Direct Costs

Category	Cost
Clearing Allowance	\$ 2,500.00
	\$ -
	\$ -
Total Non-Salary Direct Costs:	\$ 2,500.00

Total Costs

Item	Cost
A. Labor Cost	\$ 76,250.00
B. Non-Salary Direct Costs	\$ 2,500.00
C. Subconsultants	\$ 19,200.00
GRAND TOTAL:	\$ 97,950.00

REFERENCE: Professional Engineering Services Contract No. 2019-23, Request for Letters of Interest No. 2022-05

ATTENTION: Kim Humphrey, Project Manager: khumphrey@cityofnorthport.com

CONTACT INFORMATION: Jason Sheridan, PE | Project Manager | Pennoni Associates Inc. | 5755 Rio Vista Drive | Clearwater, FL 33760 | Phone: 727-325-1257 | Email: JSheridan@Pennoni.com

Pennoni is excited about the opportunity to partner with the City of North Port for the PROFESSIONAL ENGINEERING SERVICES FOR CIRCLE OF HONORS PARK IMPROVEMENTS. We have assembled a highly experienced group of professionals that have successfully delivered similar services on numerous other Florida projects. Along with Pennoni staff we have included specialists from our subconsultant **Sofarelli & Associates Architecture**

Key Staff and Availability

Pennoni key staff committed to delivering this project includes:

Project Manager: Jason Sheridan, PE



- ◆ Project Manager
- ◆ +/-17 Years of Experience
- ◆ Experience in Park Design
- ◆ Experience with Permitting
- ◆ Experience in ADA Compliance
- ◆ Complete Projects On-time

Our team has the availability to start work on this project immediately after notice to proceed and have the resources to meet the project schedule.

Planning Specialist: Merle Bishop, FAICP



- ◆ +/-45 Years of Experience
- ◆ Experienced with All Aspects of Recreation Master Planning, Trail and Bikeway Planning
- ◆ Extensive knowledge and understanding of FL Planning, Policies, and Regulations
- ◆ Served as the Growth Management Department Director for the City of Winter Haven, FL
- ◆ Served as the Growth Management Director for Polk County, FL for over 32 Years

Civil Engineer: Chelsea Herrity, PE



- ◆ +/- 8 Years of Experience
- ◆ Experience in Trail & Park Planning
- ◆ Experience Stormwater Management
- ◆ Experience in ADA Compliance
- ◆ Complete Projects On-time

Civil/Site, Brian Diehl, PE
Survey, Robert DuBois, PSM
Structural, Mike McCarthy, PE

Architect: Architectural Design | Michael Sofarelli, Jr., AIA

- ◆ 35 Years of Experience
- ◆ Park Amenities
- ◆ Master Planning
- ◆ Municipal Redevelopment



Similar Experience

The Pennoni team has extensive experience completing modular building, ADA, and FEMA compliant projects within Florida and around the country. The following projects is a sample of project Pennoni has successfully completed.

Public Safety Training Complex (2021)

North Port, FL

Reference: Kim Humphrey, Project Manager | Phone: 941-240-8093 | Email: khumphrey@cityofnorthport.com

Description of Work: The City of North Port is redeveloping a portion of an existing police and fire training facility in North Port, Florida, and retained Pennoni Associates to perform the Survey, Civil Engineering, Structural Engineering, and Environmental services. The development consists of a +/- 1,750 sf, 70 ft tall burn tower to be used for fire training, and a +/- 5,200 sf shoot house for the police department to be constructed in Phase-2 of the project.



We worked closely with the North Port Fire Department while developing the site layout in order to provide adequate clearance for maneuvering the fire apparatus during training exercises. We also provided the foundation designs for both buildings and worked closely with the tower manufacturer to ensure structural stability of the tower after multiple burns. We obtained the necessary design related permits for the site from the City of North Port and the Southwest Florida Water Management District (SWFWMD).

Belmont Park (2021)

Clearwater, FL

Reference: Jim Halios, Park & Recreation Director | Phone: 727-464-4800 | Email: Jim.Halios@myClearwater.com

Description of Work: The City of Clearwater Parks and Recreation redeveloped an existing public park at 15357 South Dr. MLK Jr. Avenue in Clearwater, Florida, and retained Pennoni Associates to perform the Civil Engineering and Permitting Services. We worked closely with the City throughout the design and construction phases of the project. The proposed development consisted of a half basketball court, a reconfigured stormwater management pond, sidewalks surrounding the site, and recreational items (picnic tables, barbecue grills, etc.) throughout the site.



The reconfigured stormwater pond was designed to support the new impervious areas added to the site, as well as the existing parking area which the previous design did not include. The sidewalks were design and specified in such a way to provide aeration for the root systems of nearby trees and ensure the trees were not harmed during construction

South Central Park (2018)

Winter Haven, FL

Reference: T. Michael Starves, Winter Haven Community Services Director | Phone: 863-291-5600 | Email: mstavres@mywinterhaven.com

Description of Work: The City of Winter Haven retained Pennoni to develop a revised master plan/redesign for improvements in the City's proposed South Central Park area and adjacent streets. These improvements are part of the City's comprehensive multi-year effort to expand its award-winning network of connected parks via a network of multi-purpose trails in its downtown core area. Although this project was originally designed in 2010 and was not immediately constructed due to budget constraints, it was necessary to redesign to accommodate site condition changes and a revised approach desired by the City.



The revised approach now allows the area to be utilized during the weekday as a typical urban environment, while the multiple block area can be converted after hours into a flat piazza event space. Accommodations for venues such as concerts and other entertainment via a mobile stage unit, art shows, markets, and other community events have been incorporated into the design. The project now incorporates the triangular former Hill Building site, which will be utilized for events and parking, while Magnolia Avenue will be vacated and utilized as a gateway to the City's Chain of Lakes Trail.

The project area incorporates portions of six City streets including 3rd, 4th, and 5th Streets, along with Central, Avenue A SW, and Magnolia Avenue SW. Streetscape improvements have been designed for the frontages (to face of buildings or property line as applicable) along multiple sides of eight city blocks on these streets. Examples of detailed components include clay brick streets,

bicycle support facilities, landscaping, lighting, decorative walls, planters custom visitor information kiosks, stained lithocrete city logos in walkways to name a few.

High Point Community Park (2022)

Pinellas County, FL

Reference: Nedima Ablakovic, Parks Engineering and Design | Phone: 727-464-4224 | Email: nablakovic@pinellascounty.org

Description of Work: Pennoni was contracted by Pinellas County as part of their continuing services contract to design a new park consisting of athletic fields, basketball courts, and other site amenities, at 6071 150th Ave North, in Largo, FL.

The site was a former school building with basketball courts, parking, and athletic fields that have been demolished/abandoned on a +/- 10.3 acre parcel owned by the school board. The development consists of two multi-purpose fields, two basketball courts, restrooms, a picnic shelter, a proposed parking lot, and the utility and stormwater management infrastructure required to support the site.



The stormwater management design will include rain gardens within the southern portion of the site designed in accordance with the SWFWMD and Pinellas County water quality, quantity, and attenuation requirements.

Project Understanding

In accordance with the Request for Letters of Interest, it is the intent of the City of North Port Public Works to secure professional engineering services to design, permit and produce construction plans and specifications for construction of associated with the development of the new park within the City Hall Complex.

The City of North Port is worked closely with the Veterans Advisory Committee to produce conceptual layouts of the park improvements, which will honor the service of all branches of military. The proposed design will incorporate brick pavers, memorial walls with placards, flagpoles, fountains, shade canopies, site lighting, landscaping, and irrigation. The design will also preserve the existing natural elements to the highest extent possible.

Our design team will meet with City staff once selected and compile existing site information. We will perform necessary survey and geotechnical explorations, confirm utility locations and begin the design efforts. Once a Conceptual Plan is developed, we will meet with City staff and prepare Exhibits and Conceptual Plans for one Public Information Meeting. We will incorporate appropriate public comment into the 60% Plans and present the plans to the City Commission. Following receipt of City comments, we will complete the 90% Plans and present them to the City Commission. Following receipt of City comments, we will proceed with permitting and final design of a construction package for bid. The overall proposed schedule is not inclusive of the post design services component.

Our project team understands the city is interested in exploring potential operational cost savings benefits of using solar versus traditional on-grid power delivery for the trail lighting and we will analyze the costs and potential benefits derived from using solar power.

DELIVERABLES

- ◆ 30%, 60%, 90%, and 100% plans for review by the city, and response to comments from previous submission.
- ◆ Pre-Application meetings with Authorities Having Jurisdiction (AHJ).
- ◆ Permit Applications and Deliverables to AHJ for
- ◆ Final Plans, permits, specifications and details (AutoCAD, Word and PDF)
- ◆ Bid forms (Excel and PDF)
- ◆ Engineer's Opinion of Probable Construction Cost at 30%, 60%, 90%, and Final Plan phases (PDF)
- ◆ Post Design services
- ◆ Assistance with bid review and recommendation of award for both contracts
- ◆ Submittal review and response to requests for information during construction
- ◆ Evaluate construction methodology for cost savings opportunities

Project Approach

The Pennoni team will perform the elements described in the scope of services provided in the Request for Letter of Interest as shown under the headings:

TASK 1 – PROJECT MANAGEMENT AND COORDINATION TASK
TASK 2 – DESIGN AND PERMITTING

3 – BID PHASE SERVICES
TASK 4 – CONSTRUCTION PHASE SERVICES

Key Project Elements

As part of our approach, we have identified the following key elements that will be included in this project:

The City has adopted an *Urban Design Standards Pattern Book*, which contains style and design guidelines for amenities in the various activity centers throughout the City. We will confirm that the proposed amenities are consistent with these requirements during the Conceptual Planning stage and incorporate the outcome of that confirmation through the Design phases.

The *Urban Design Standards Pattern Book* also contains vehicular and pedestrian lighting style and design guidelines. Adherence to these guidelines will impact not only the benefit cost analysis of using solar lighting but will also affect design decisions needed to complete the Plans. We will confirm with the City during the feasibility study and Conceptual Plan stages the desired fixture type and pole selection and luminaire mounting height preferences.

Additionally, we will:

- Provide Engineers Opinion of Probable Cost for one anticipated construction contract at the appropriate design phases
- Discuss cost saving opportunities with City staff
- Discuss responses to contractor questions with City staff prior to revising plans and issuance of addenda

In addition, with the continuous advancements in technologies, there are numerous opportunities to consider incorporating new innovations into this project. Our design team is well-versed on a wide range of these new and smart features, such as incorporating Wi-Fi Access Points or small cell wireless coverage with the light poles; providing shade structures with solar powered phone charging capability; and solar-powered compacting garbage cans along with numerous other considerations.

Schedule

Our staff is ready and available to meet the timeline requirement of this project.



Cost Saving Measures

Our team takes pride in always being mindful of our client's needs and budget requirements. During the design process we review the estimate project cost at several intervals and make adjustments as may be necessary to maintain the project within the City's available funding. We evaluate projects for appropriate cost saving measures including alternative site material evaluations for items including, for example, piping and pavement. We also consider life cycle costs in our evaluations. Improvements suggested will be designed with safety, cost effectiveness, long-term sustainability, and resilience in mind.



CONFLICT OF INTEREST FORM

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

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

PART I.

I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City.
Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City.
Name: _____

None of The Above.

PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12).

I will NOT request an advisory board member waiver under §112.313(12).

N/A.

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

BUSINESS NAME: Pennoni Associates Inc.

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Brian M. Diehl, PE

SIGNATURE:  DATE: 10/10/2022

DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT

Please select only one of the following three options:

Print Form

Clear All Fields

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

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

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

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

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

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

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

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

BUSINESS NAME: Pennoni Associates Inc.

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Brian M. Diehl, PE

SIGNATURE:  DATE: 10/10/2022

Scrutinized Company Certification Form

Company Name: Pennoni Associates Inc.
Authorized Representative Name and Title: Brian M. Diehl, PE / Regional Vice President
Address: 5755 Rio Vista Drive City: Clearwater State: Florida ZIP: 33760
Phone Number: 727-325-1256 Email Address: BDiehl@pennoni.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: Brian M. Diehl, PE / Regional Vice President

Date Certified: 10/10/2022

Solicitation/Contract/PO Number (Completed by Purchasing): _____

Print Form **Clear All Fields**

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

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

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

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

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Brian M. Diehl, PE / Regional Vice President

Date Certified: 10/10/22

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

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

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Brian M. Diehl, PE / Regional Vice President

Date Certified: 10/10/22