

AGREEMENT NO. 2025-36.05
PROFESSIONAL ENGINEERING SERVICES – CONTINUING SERVICES CONTRACTS FOR
CITY OF NORTH PORT GENERAL PLANNING SERVICES

THIS CONTINUING CONTRACT (“Agreement” or “Contract”) is made and entered into this **15th** day of **January 2026**, by and between the City of North Port, a municipal corporation of the State of Florida (“City”) and **KIMLEY-HORN AND ASSOCIATES, INC.** a Foreign Profit Corporation, registered to conduct business in the State of Florida, whose principal place of business is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601. (“Consultant”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. CONSULTANT’S SERVICES

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Engineering Services as identified in the Request for Proposal No. 2025-36 and Consultant’s proposal for the overall Scope of Services as attached in **Attachment A**.
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the City and Consultant and upon Consultant’s receipt of a written Notice to Proceed from the City’s Purchasing office and shall continue through the completion of the project. The term of the Agreement shall be for a period of three (3) years commencing on the date of execution and continue through January 31, 2029, with the option to renew for three (3) additional one-year terms, subject to Consultant’s satisfactory performance and mutual agreement of the City and Consultant to renew the agreement, on the same terms and conditions.

2. COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES

A. COMPENSATION

- (1) Consultant shall receive payments in accordance with the fees set forth in the Fee Schedule (**Attachment B**) and approved Work Assignment(s) (**Attachment C**) as compensation for its services. The scope of services, schedule, and maximum compensation for each work assignment shall be determined individually as the need for a project assignment arises. Work Assignments issued under this Agreement shall not exceed thresholds set forth in Florida Statute §287.055(g), as amended. Work Assignments shall require approval of the City Manager or his designee. Said compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement except those indicated as ineligible for reimbursement below. The Scope of Services, Fee Schedule, and Work Assignment Form (**Attachments A, B, and C** respectively) are attached hereto and incorporated within. The Consultant certifies, represents, and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement are accurate, complete, and current at the time of entering this Agreement. The original compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant’s execution of this Agreement is its truth-in-negotiation certification to and acknowledgement of the above, as required by Florida Statutes Section 287.055(5)(a), as may be amended from time to time, as applicable. The City’s rights in this subsection survive the termination or completion of this Agreement.
- (2) No claim for reimbursement for these expenses shall be made to the City.
 - a. Travel related expenses and costs including labor.
 - b. Four (4) sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, fax, copies, printing, and postage.
 - d. Subconsultant mark-up.

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- (4) The City's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

B. METHOD OF PAYMENT

1. The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
3. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursement.
4. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.

3. INDEMNITY

The Consultant shall indemnify and hold harmless the City, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or Consultant's officers, employees, agents, and other persons employed or utilized by the Consultant in the performance of, or the failure to perform, the Agreement.

In the event of a claim, the City shall promptly notify the Consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement. Such notification may also be provided by fax transmission.

The City shall provide all available information and assistance that the Consultant may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute § 768.28.

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4. CONSULTANT'S INSURANCE

A. Insurance.

- (1) Before performing any work pursuant to this Agreement, the Consultant must procure and maintain, during the life of this Agreement, the insurance listed below against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Agreement work, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A - Excellent: FSC VII." No changes can be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with the Consultant. The insurance policies must remain in place until all of the Consultant's and subconsultant(s)' obligations and warranty periods in place pursuant to this Agreement have been discharged or satisfied.
- (2) The below insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work done pursuant to this Agreement by the Consultant, its agents, representatives, employees, or subconsultants. Consultant is free to purchase additional insurance as it may determine necessary. The extent of Consultant's liability for indemnity of the City must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Consultant and its carrier.

- B. Workers' Compensation and Employer's Liability Insurance: Coverage must be provided for all employees at Statutory Limits in accordance with all applicable state and federal laws. The vendor shall furnish proof of current Worker's Compensation Insurance.
- C. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Agreement. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
- D. Automobile Insurance: The vendor shall provide proof of current auto insurance coverage for all vehicles owned, leased, hired, and non-owned. Acceptable coverage may include proof of Commercial Auto Liability Insurance or Personal Automobile Coverage. Personal Automobile coverage must include limits of not less than \$100,000 per person, \$200,000 per accident, and \$100,000 for property damage.
- E. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project with a \$1,000,000 policy term general aggregate. Coverage must be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy precedes the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended

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reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

- F. Waiver of Subrogation: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the CITY. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. ADDITIONALLY, CONSULTANT, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONTRACTORS, AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY AND ITS INSURANCE CARRIERS FOR ANY LOSSES PAID, SUSTAINED, OR INCURRED, BUT NOT COVERED BY INSURANCE, THAT ARISE FROM THE CONTRACTUAL RELATIONSHIP OR WORK PERFORMED. THIS WAIVER ALSO APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH CONSULTANT OR ITS AGENTS MAY BE RESPONSIBLE.

G. POLICY FORM

- (1) All policies required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, and employees, as additional insureds as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements in this Agreement must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Agreement and required of Consultant, must be provided by or on behalf of all sub-consultants to cover their operations performed under this Agreement. Consultant must be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.
- (3) Each insurance policy required by this Agreement must:
 - (a) Apply separately to each insured against whom a claim is made, and suit is brought, except with respect to limits of the insurer's liability.
 - (b) Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. Consultant is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.
- (4) The City must retain the right to review, at any time, coverage, form, and amount of insurance.
- (5) The procuring of required policies of insurance must not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the CITY must not be limited by insurance coverage or lack thereof, or unreasonably

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delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.

- (6) Consultant must be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and must be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Consultant is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- (7) All certificates of insurance must be on file with and approved by the City before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704, or equivalent). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates must be received by the City's Purchasing Office before Consultant will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements provided herein.
- (8) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement must be provided to Consultant's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents, and data used or produced by or at the behest of Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents, and data.
- B. If Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement.
- D. Consultant shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered. Consultant covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes Section 112.313, as it relates to work performed under this Agreement. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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- E. Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Consultant shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
 - F. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's offices for inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
 - G. Consultant shall perform all services in each mutually agreed upon Work Assignment.
6. **PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, Consultant shall comply with all public records laws, and shall specifically:
- A. Keep and maintain public records required by the City to perform the service.
 - (1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
- See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>
- i. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Agreement include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
 - B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
 - C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if Consultant does not transfer the records to the City following completion of the Agreement, for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.
 - D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Agreement, Consultant shall destroy any duplicate public records

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that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records.

- E. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@northportfl.gov.**
- F. Failure of Consultant to comply with these requirements shall be a material breach of this Agreement. Further, Consultant may be subject to penalties under Florida Statutes, Section 119.10.

7. OWNERSHIP AND USE OF DOCUMENTS

- A. It is understood and agreed that all the documents, or reproducible copies, developed by Consultant in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the City as they are received by the City and when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work products for its records. Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for Consultant to use any of the work products of this Agreement on any non-City project.
- B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

8. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

- A. The timely performance and completion of the required services is vitally important to the interest of the City. Consultant shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. Consultant's personnel assigned to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.
- B. The services to be rendered by Consultant shall commence within one (1) calendar week of Consultant's receipt of written Notice to Proceed from the City.
- C. Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of Consultant or the City.

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- D. Consultant agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City shall be always entitled to be advised at its request, and in writing, as to the status of work to be performed by Consultant.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by Consultant which delay the Project Schedule completion date, the City shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the delay. The Project Schedule is to be attached to each mutually agreed upon Work Assignment.

9. OBLIGATIONS OF THE CITY

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the City may authorize a specific program manager to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:
 - (1) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
 - (2) Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 - (3) Review for approval or rejection all Consultant's documents and payment requests.
 - (4) The City shall, upon request, furnish Consultant with all existing data, plans, studies, and other information in the City's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the City and shall be returned to the City's Administrative Agent upon completion of the services to be performed by Consultant.
 - (5) The City's Administrative Agent shall conduct periodic reviews of the work of Consultant necessary for the completion of Consultant's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist Consultant. The availability and necessity of said personnel to assist Consultant shall be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
 - (6) The City shall not provide any services to Consultant in connection with any claim brought on behalf of or against Consultant.

10. TERMINATION

A. TERMINATION WITH OR WITHOUT CAUSE

- (1) The performance of work under this Agreement may be terminated with or without cause by the City Manager or designee in whole or in part or whenever the City Manager determines that termination is in

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the City's best interest. Any such termination shall be effected upon delivery to the Consultant of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. Consultant will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the City make any payment to Consultant for services that have not been performed or that are performed subsequent to the termination date.

- (2) Upon termination Consultant shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by Consultant in connection with its services. The City shall, upon receipt of the aforesaid documents, pay to Consultant and Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in **Attachment A – Scope of Services** and **Attachment B – Consultant's Fee Schedule**, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to Consultant in accordance with Section 2 of this Agreement and any amounts withheld by the City to settle claims against or to pay indebtedness of Consultant in accordance with the provisions of this Agreement.

B. NON-APPROPRIATION

The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to all provisions of this Agreement, or any subsequent contract entered into pursuant to this Agreement or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Agreement shall not constitute an indebtedness of City, nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commission. If funds are not available or appropriated, the City reserves the right to terminate the Agreement. The City will be responsible for payment of any outstanding invoices and work completed by the Consultant prior to such termination.

C. ABANDONMENT

If Consultant has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to Consultant indicating its intention to do so. The written notice shall state the evidence indicating Consultant's abandonment.

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D. TERMINATION BY CONSULTANT

Consultant shall have the right to terminate services only in the event of:

- (1) The City failing to pay Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or
- (2) If the project is suspended by the City for a period greater than ninety (90) calendar days.

E. **OTHER RIGHTS TO TERMINATE.** The City Manager or designee reserves the right to terminate and cancel this Agreement in the event Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for Consultant, or an assignment is made for the benefit of creditors.

F. **BREACH.** In the event Consultant breaches this Agreement; the City shall provide written notice of the breach and Consultant shall have ten (10) calendar days from the date the notice is received to cure. If Consultant fails to cure to the City's satisfaction within the ten (10) calendar days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Consultant due to:

- (1) The quality of a portion or all of Consultant's work not being in accordance with the requirements of this Agreement;
- (2) The quantity of Consultant's work not being as represented in Consultant's Payment Request, or otherwise;
- (3) Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
- (4) Consultant's failure to use Agreement funds, previously paid Consultant by the City, to pay Consultant's project related obligations including, but not limited to, subconsultants, laborers and material and equipment suppliers;
- (5) Claims made, or likely to be made, against the City or its property;
- (6) Loss caused by Consultant; or
- (7) Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.

G. PAYMENT ADJUSTMENTS

If the City makes written demand upon Consultant for amounts previously paid by the City as contemplated in the clause, Consultant shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement and are not waived by final payment and/or acceptance.

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H. E-VERIFY VIOLATION

- (1) If the City has a good faith belief that the Consultant has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
- (2) If the City has a good faith belief that a subconsultant has knowingly violated Florida Statutes Section 448.09(1), but the Consultant has otherwise complied, then the City must promptly notify the Consultant and order the Consultant to immediately terminate this Contract with the subconsultant.
- (3) The Consultant must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

I. REMEDIES

In the event of a default or breach of the contract terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy will be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11. INDEPENDENT CONTRACTOR

Consultant is and shall be, in the performance of all work services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall always and in all places be subject to Consultant's sole direction, supervision, and control. Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. Consultant does not have the power or authority to bind the City in any promise, agreement, or representation other than as specifically provided for in this Agreement. Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

12. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

13. NOTICES

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

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As to the City: Alaina Ray, AICP
Development Services Director
City of North Port
Development Services
4970 City Hall Blvd
North Port, FL 34286
TEL 941.429.7098
EMAIL: aray@northportfl.gov

With copies of claims
and demands sent to: City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, Florida 34286
EMAIL: northportcityattorney@northportfl.gov

As to the Consultant: Kimley-Horn and Associates, Inc.
B. Kelley Klepper **AICP**, Vice President
1800 2nd Street, Suite 900
Sarasota, Florida 34236
TEL 941.379.7600
EMAIL: Kelley.Klepper@Kimley-Horn.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

14. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

15. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2025-36 or Consultant's response, which are made a part hereof by reference, the Agreement shall control.

16. E-VERIFY

The City, Consultant and every subconsultant 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 Consultant who enters a contract with a subconsultant, must require that the subconsultant provides the Consultant a certification by affidavit stating that at the time of such certification and during the term of the contract, the subconsultant does not and will not employ, contract, or subcontract with an

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unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Consultant shall comply with all other federal laws pertaining to the subconsultant.

17. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, the Consultant shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the Consultant shall certify on a form provided by the City, that all the following are true:
 - (1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - (2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
 - (3) It is not engaged in business operations in Cuba or Syria.
- C. If the Consultant provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the Consultant will be in breach of this Agreement and the City may terminate the Agreement.
- D. PENALTY:
 - (1) A Consultant that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - (2) Shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Consultant submitted a false certification.

18. FORCE MAJEURE

- A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:
 - (1) A strike or work stoppage, unless caused by a negligent act or omission of either Party;
 - (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

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(3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity

(4) A declared emergency of the federal, state, or local government; or

(5) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

(6) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

(7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

(8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and

(9) The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

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19. MISCELLANEOUS

A. AUTHORITY TO EXECUTE AGREEMENT

The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

B. BINDING EFFECT/COUNTERPARTS

By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.

C. GOVERNING LAW AND VENUE

The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.

D. NO AGENCY

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

E. SEVERABILITY

In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.

F. HEADINGS

Descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

G. COMPLETE AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

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H. AMENDMENT

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Consultant. Only the City Commission can approve increases in compensation under this Agreement.

I. ASSIGNMENT

The Consultant shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

J. NON-DISCRIMINATION

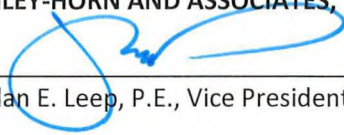
The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Consultant shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement as follows.

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Jordan E. Leep, P.E., Vice President

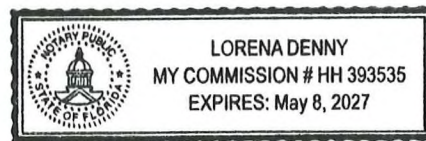
SWORN ACKNOWLEDGEMENT

STATE OF Florida COUNTY
OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 15th
day of JANUARY 2026 by JORDAN E. LEEP (name), as VICE PRESIDENT
(title) for KIMLEY-HORN AND ASSOCIATES, INC. (entity).


Notary Public

X Personally Known OR ___ Produced Identification
Type of Identification Produced _____



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Approved by the City Commission of the City of North Port, Florida on _____, 202_.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

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Attachment A To Continuing Contract No. 2025-36.05: SCOPE OF SERVICES

The primary need currently identified for these on-call Consultant services consists of professional support to supplement the City's Planning staff to conduct review of development proposals and applications, including review of site plans, rezoning proposals and other similar applications and proposals related to new development to determine conformance with the City's ULDC and Comprehensive Plan. On-call services may also encompass long-range planning efforts such as environmental resources and sustainability studies, small area and community plans, community engagement campaigns, research, graphic design, report and white paper development, and other short- and long-term planning-related tasks. Consultant staff will work under the general management of the Development Services Director and/or assigned City staff.

Some of the work assignments issued as a result of this RFP will have aggressive timeframes that require meeting strict deadlines. However, all of these requests will require strong technical expertise, written communication skills, and comprehensive public participation and community outreach skills. Because of the above requirements and needs, the City is seeking to establish contracts that will provide professional planning services on 'an as needed basis'. Work performed by Consultant staff under this RFP will be completed remotely or on site at North Port City Hall located at 4970 City Hall Boulevard, North Port, Florida.

The consultant shall serve as North Port Development Services' professional representative for each Work Assignment, as applicable, and may be required to present reports and recommendations to Commissioners or the public as requested and scheduled by North Port Development Services. The firms shall be required to submit any and all presentations or publications relating to City work for review and approval by North Port Development Services prior to distribution.

The selected firm(s) shall work in close cooperation and coordinate their work through Development Services Director and/or assigned City staff.

The consultants shall perform all the services specified in accordance with generally accepted professional standards. The consultants shall perform all services as expeditiously as is consistent with professional skill, care, and the orderly progress of the work. All work of any kind shall conform to and be in compliance with applicable practices, codes, laws, ordinances, regulations, and restrictions. The consultant services will include the planning and any other professional services necessary to properly complete the work assignments to the satisfaction of the City.

All deliverables required in the performance of the Work Assignments shall be submitted to North Port Development Services in the appropriate electronic media format via flash drives, email, and/or FTP site. Word processing documents shall be in Word format, spreadsheet data in Excel format, presentations shall be in Power Point, project schedules shall be in Microsoft Project and all maps, plans, and surveys shall be in suitable CAD, ArcGIS, and PDF format for utilization by North Port Development Services. All deliverables shall become the property of the City upon delivery.

Information provided in Part I, General Instructions, Paragraph 1, Purpose of this RFP, is included in this Part II, Scope of Service, by reference.

The City, at its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the City deems necessary in order to make a determination shall be provided by the firms upon request.

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II. MINIMUM QUALIFICATIONS:

To be eligible to respond to this Solicitation, the Proposer must demonstrate that the firm has sufficient capabilities, resources, and experience to provide the Services under this Solicitation. Any Proposer that fails to meet the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

Offerors must demonstrate that they have the resources and capability to provide the services as described herein. Consultant Staff assigned to specific tasks should possess in-depth knowledge within one or more Planning specialties such as development review, comprehensive planning, or environmental planning as appropriate for the assigned work. Assigned Consultant staff should possess the appropriate training and professional certifications for the work performed, such as American Institute of Certified Planners (AICP).

Offerors must demonstrate extensive experience in the discipline areas identified herein by providing comparable services and/or projects that have been successfully provided and/or completed within five (5) years of the due date of this RFP. All Offerors must demonstrate extensive experience working with comprehensive plans and zoning ordinances/ULDC's. Successfully completed services and/or projects shall include those that were completed within the contract time, including any owner approved time extensions, completed at or below the contract award amount, including any subsequent owner approved cost change orders, and completed in accordance with the contract documents.

III. REFERENCES/CLIENT LISTING:

The City will only entertain proposals from proposers with a minimum of five (5) years experience in projects of similar scope and size. Additionally, Proposers shall submit a commercial client listing, with at least five (5) accounts, detailing the longevity of the accounts and disclosing the contact name, phone number, and email for each account, project description, and area included in “Scope of Work”. The City reserves the right to contact any or all the clients to acquire a reference; however, the Proposer is encouraged to submit written recommendations from his client(s).

IV. GENERAL SERVICE AND RATE PROVISIONS – (Rates will be Established with selected and qualified consultants during the negotiations phase of the process):

Individual tasks may require project management, supervision, manpower, materials, equipment, and supplies necessary to complete any of the services outlined below. All services shall be performed in compliance with industry standards and all federal, state, local laws, and ordinances.

The services to be provided under awarded contracts may include but are not limited to the following:

1. Evaluations, investigations, analyses, recommendations, technical writing, ordinance interpretations, ordinance formulation, cost and time estimates, financial planning, studies, designs, research, compliance/application reviews including development review, field inspections, customer service, GIS and mapping, visualization/graphic design, and public participation and outreach.
2. Professional involvement throughout all phases of the project, including but not limited to development of programs; preparation of reports; periodic progress reports/meetings; preparation for and participation in briefings and presentations to staff groups, citizen groups, elected and appointed officials, and federal or state agencies; processing of invoices for services; and timely processing of project correspondence, Consultants' requests for payment, and material and equipment submittals.

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3. Coordination with other City consultants.

4. Other types of professional and non-professional services of a nature consistent with the intent of this RFP as so directed by the City.

V. RATES: Hourly rates established under awarded contracts shall include (not part of the ranking phase):

1. Administrative items such as fax transmissions, long distance phone calls, mailing services, courier services, and materials required in the preparation of presentations, cost of reports, submittals, and other expenses deemed typical in the conduct of business.
2. Transportation to and from job sites, vehicles, fuel, vehicle maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support, and all overhead and incidental costs.
3. Additional costs associated with attendance and participation in after-hours meetings with elected and appointed officials and community groups.

VI: WORK ASSIGNMENTS:

A detailed Scope of Services will be developed by the City Project Manager for each Work Assignment issued under an awarded contract. The Consultant shall make every effort to keep the personnel assigned to a Work Assignment consistent. The Consultant shall assign a Project Manager to each Work Assignment to provide consultation and management services. The Consultant's Project Manager will be responsible for staffing the work and the review of all submittals, reports, and work products prior to submission to the City. The Consultant's Project Manager will have the final responsibility for quality control.

The City may award an individual Work Assignment to any Consultant awarded a contract. Selection of the Consultant and award of the Work Assignment will be in compliance with the following criteria:

- Letter of Interest process will be followed as stated on pages 28- 30 of this RFP.

VII. DISCIPLINE AREAS/WORK ASSIGNMENTS TO BE PERFORMED:

This section outlines the main task areas anticipated to be conducted under an awarded contract and the knowledge and skills needed within the associated disciplines to achieve success. The Consultant should demonstrate to the City the ability and capacity to successfully perform these tasks.

A. Land Development Review

This task is the primary driver for on-call consultant assistance. This task encompasses a variety of knowledge and skills necessary to complete the review process of applications for land development, re-zonings, site plans, etc. The knowledge and skills required for this discipline include, but are not limited to, the following: federal, state, and local regulatory and legal frameworks; land use planning and analysis; zoning ordinance interpretation; local and regional impact analysis; transportation impacts; environmental preservation; site, building, and streetscape design; mixed-use planning and design; landscape design; bicycle, pedestrian, and interconnectivity design; presentation development and delivery; data analysis; technical report writing and communication; vesting and entitlement research; facilitating

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interdepartmental and interagency collaboration; time management; and autonomous management of multiple assignments.

B. Long Range Planning

This discipline encompasses a variety of knowledge and skills necessary to create goals, objectives, policies, strategies, and graphics for community and small area plans and other long-range planning initiatives. The knowledge and skills required for this discipline include, but are not limited to, the following: land use planning and analysis; environmental resources and sustainability; historic and cultural planning; site, building, and streetscape design; small area, village, and opportunity area planning; site-specific and regional planning; mixed-use planning and design; forecasts and potential impacts of development; transportation policy and analysis, including bicycle and pedestrian connections; policy writing and analysis; presentation development and delivery; research data analysis; GIS-based mapping; public engagement and outreach; and interdepartmental and interagency collaboration.

C. Zoning Administration

This discipline encompasses a variety of knowledge and skills necessary to interpret and implement the City's ULDC. The knowledge and skills required for this discipline include, but are not limited to, the following: zoning concepts and best practices; federal, state, and local regulatory and legal frameworks; zoning appeal processes; zoning interpretations; zoning variances; site planning, development, and review; site and building design concepts; environmental preservation; landscape design; multi-modal transportation; bicycle, pedestrian, and interconnectivity design; technical writing; vesting and entitlement research; presentation development and delivery; data analysis; public engagement and outreach; and interdepartmental and interagency collaboration.

D. Customer Service

This discipline encompasses a variety of knowledge and skills necessary to provide customer service to citizens, applicants, and decision-makers who have planning and zoning inquiries. The knowledge and skills required for this discipline include, but are not limited to, the following: Site Plan criteria, including application checklist compliance; in-person, telephone, and email interaction with customers; technical writing and communication; entitlement research; land management system research; and GIS mapping and research.

VII. POST AWARD OF QUALIFICATION BASED MASTER CONTINUING CONTRACTS:

PROCEDURE & SELECTION OF CONSULTANTS WITHIN THE CONTINUING CONTRACT

Work Assignments:

Work Assignment size may vary. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposals by the City.

Florida State Statute Limits – A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. If these limits are amended in the future the new limits will apply to the proposed contract. Firms providing professional services under continuing contracts shall not be required to bid against one another.

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Any work assignment \$100,000 or greater requires Commission approval.

Reasonable attempts will be made to equalize the projects amongst qualified candidates in terms of project worth with the objective of effecting an equitable distribution of work assignment fees among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The City may use direct select for work assignments or request for letters of interest method for individual work assignments as outlined below.

NON-EXCLUSIVITY: No guarantee of certain services, volume of work, or quantity of projects is implied. This contract does not entitle any firm to exclusive rights to City contracts. The City reserves the right to acquire professional services from other firms or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any consultant at any time for any project other than those selected for this continuing contract.

A. Letter of Interest Process

When the City requires professional services, it is anticipated, but not necessarily required, that the process will proceed in the following manner:

- i) For each specific project to be completed under a continuing services contract, Development Services (DS) will send a Letter of Interest to all qualified firms awarded the continuing services agreement. The letter of interest that will include, but not be limited to, the following information along with request for interested firms to submit a qualifications-based proposal for the specific project.
 - a. Project description;
 - b. General scope of work;
 - c. Goals of project;
 - d. Potential unknowns;
 - e. Any special conditions associated with the project;
 - f. Proposed schedule for project;
 - g. Proposed budget for project;
 - h. Limited references request;
 - i. Limited page limit on qualifications-based project-specific proposal; and,
 - j. Deadline for submittal of qualifications-based proposal for the project.
- ii) Each firm shall then have the opportunity to submit a qualifications-based proposal for the specific project.
- iii) City staff will evaluate the qualifications-based proposals on general criteria including, but not limited to, the following:
 - a. Understanding of project and required deliverables.
 - b. Ability and relevant expertise/qualifications of the firm's personnel to be used in performing the service.
 - c. Availability of staff and ability to meet project schedule.
 - d. Evaluations on prior PW projects.
 - e. Firm's proposed cost saving measures for the project,
 - f. Conflict of Interest form,
 - g. Disclosure form for Consultant/Engineer/Architect; and,
 - h. Scrutinized Company Certification Form
 - i. Vendor Certification Form E-Verify

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iv) City staff will obtain from selected Consultant a finalized detailed scope with tasks, fee schedule based on hourly rates submitted with master contract, and project schedule. Negotiations may be required to fine tune scope and issue a Work Assignment.

The City reserves the right to be the sole determination of responsiveness and responsibility of any submittals received in response to requests for proposals, requests for qualifications, and/or letters of interest.

The Consultant shall neither commence any Work, nor enter a City Work premise, until the Consultant has received a **fully executed Work Assignment** from the City serving as written Notice to Proceed ("NTP").

The parties agree that the scope of services for any Work Assignment is a description of Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

Consultant and City acknowledge that Scope of Services may not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in the Work Assignment, Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the City in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the City, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the City does not constitute authorization or approval by City to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written City approval is at Consultant's sole risk.

Consultant acknowledges and agrees that services under this Agreement will be requested by City on an as-needed basis only, and no representation or guarantee is made by City to Consultant that City will utilize Consultant's services exclusively or at all.

B. Direct Work Assignment Process:

Upon approval from the Procurement Manager, City staff may forego the Letter of Interest Process and proceed directly with the Work Assignment process. A scope with itemized tasks and fee schedule based on contracted hourly rates will be obtained from one of the contracted firms, reviewed, negotiated and awarded. This process will be used when circumstances warrant a more expedient process.

C. Invoicing:

Consultants shall invoice the City for each project or assignment, as negotiated. Each invoice shall identify the invoice number; project or assignment; detail the contract price; payments made to date; percentage of completion of the assignment/project/phase and/or employees names, titles, direct labor rates, and multiplier; payment due this invoice; remaining balance due; attached list of approved reimbursables with appropriate receipts. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work.

Invoices shall also include a detailed bullet list of work completed within the period of the invoice. Bullet list of work completed shall clearly identify the work associated with the current billing.

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D. Compensation:

Compensation to the consultant shall include the following: all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs not indicated as non-reimbursable below.

No claim for reimbursement for these expenses shall be made to the City:

- A. All travel and vehicle related expenses.
- B. Three (3) sets of signed and sealed permitting plans.
- C. Computer usage, telephone expenses, fax, copies, printing, and postage.
- D. Subcontractor mark-up.

A copy of the invoice for each reimbursable expense shall be attached to consultant's invoice.

The City will not allow Prime Consultant markups on any services provided by a Sub-Consultant.

E. Change Orders:

All requests for changes to the resulting Agreement shall be made in writing and are subject to approval by the appropriate level of City authority.

All change orders, including no-cost change orders, to Work Assignments require approval by City Manager, at a minimum. Some change orders will require Commission approval.

The consultant shall fully understand the City's Change Order Policy. In the event the consultant begins work on unauthorized changes to scope prior to receiving a signed Change Order by the City's appropriate level of authority, they do so at their own expense and risk not being compensated by the City for performing unauthorized work.

F. Schedule:

An understanding and agreement, by and between the Consultant and the City, that the completion time will be as specified in approved work assignments and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

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Attachment B To Continuing Contract No. 2025-36.05: FEE SCHEDULE

Hourly Labor Rate Schedule

<u>Classification</u>	<u>Rate</u>
<u>Analyst</u>	<u>\$170 - \$235</u>
<u>Professional</u>	<u>\$235 - \$300</u>
<u>Senior Professional I</u>	<u>\$280 - \$385</u>
<u>Senior Professional II</u>	<u>\$385 - \$405</u>
<u>Senior Technical Support</u>	<u>\$185 - \$285</u>
<u>Support Staff</u>	<u>\$135 - \$165</u>
<u>Technical Support</u>	<u>\$140 - \$195</u>

Effective through December 31, 2025

Subject to adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Direct costs are not reimbursable. Direct costs are defined as, but not limited to, the use of communication equipment, computers, copiers, and all other equipment required to perform services. Mileage and meals are considered direct costs and are not reimbursable.

Permit Fees: Cost

The City will allow rate adjustments to be submitted for each successive year prior to the end of the current contractual year. Rates are to be firm for each one-year period. No price adjustments will be considered mid-year. Adjustments should not exceed the Bureau of Labor Statistics. Producer Price Index for the industry in the North Port market area.

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City of North Port
PURCHASING
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



WORK ASSIGNMENT: EXHIBIT C

CONSULTANT: Kimley-Horn and Associates, Inc. CONTINUING
CONTRACT NO. & TITLE: XX

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #: 2025-36-03

SHORT TITLE: _____

DATE SUBMITTED: _____

AMOUNT (LUMP SUM): _____

SCHEDULED COMPLETION: _____

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 20____

	DEPARTMENT	CITYWIDE (completed by Purchasing)
TOTAL OF PREVIOUS ASSIGNMENTS	_____	_____
THIS WORK ASSIGNMENT	_____	_____
TOTAL WORK ASSIGNMENTS	_____	_____
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 Change Order/Amendment 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 TOTAL WORK ASSIGNMENT, INCLUDING CHANGE ORDERS AND/OR AMENDMENTS SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-36
PROFESSIONAL PLANNING SERVICES

\$ 7,500,000 PER FLORIDA STATUTE. Maximum construction threshold will be adjusted annually by Legislature beginning July 1, 2025 & each July 1st thereafter.

SUBMITTED BY:



CONSULTANT

1/15/26

DATE

APPROVED BY:

DEPARTMENT DIRECTOR	DATE	BUDGET ADMINISTRATOR	DATE
PURCHASING	DATE	FINANCE DIRECTOR	DATE
ASSISTANT CITY MANAGER	DATE	CITY MANAGER	DATE

END OF PART END OF PART V