

CONTRACT NO. 2023-32.004
PROFESSIONAL SERVICES FOR CITY FEES, RATES, METHODOLOGIES AND ASSESSMENTS

THIS Contract No. 2023-32.004 for Professional Services for City Fees, Rates, Methodologies and Assessments (“Contract”) is made and entered by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“City”) and Willdan Financial Services, Inc., a Foreign Profit Corporation registered to conduct business in the State of Florida, with a local business address of 200 S. Orange Avenue, Suite 1550, Orlando, FL 32801, (“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 hereby acknowledged, the parties agree as follows:

1. CONSULTANT’S SERVICES

- A. Consultant agrees to diligently and timely perform services pursuant to the timeframes and specific deliverables agreed to in any Work Assignments entered into with the City relating to the Professional Services identified in the Request for Proposal No. 2023-32, including to conduct fee and rate studies and recommendations, non-ad valorem assessment methodology studies, maintenance/rollup of annual assessments with the property appraiser, assessment studies, impact fees, and fee updates for services provided by the City, as needed, as well as those identified in Consultant’s proposal submitted June 19, 2023. The overall Scope of Services is described in Attachment A, and associated rates in Attachment B.
- B. This Contract commences immediately upon the execution of the Contract by both the City and the Consultant and remains in effect for one (1) year, (“Initial Term”). This Contract may be renewed for two (2) additional one (1) year terms, subject to Consultant’s satisfactory performance, by mutual written agreement, within the City’s budgetary limitations, and subject to the same terms and conditions as appear herein.
- C. Consultant must have all Sub-Consultants approved by the City prior to permitting a Sub-Consultant to perform any work in furtherance of this Contract. Upon request by the City, the Consultant must provide the City with a list of all Sub-Consultants intended to be used by the Consultant in furtherance of this Contract. The City must have the right to accept or reject any Sub-Consultant. All liabilities regarding the use of a Sub-Consultant must be borne solely by the Consultant, and insurance for each Sub-Consultant must be maintained in good standing by the Consultant and be approved by the City throughout the duration of this Contract. Consultant and any of its Sub-Consultants must not be employees or agents of the City. Failure of the Consultant to list all Sub-Consultants and provide the requested information to the City may disqualify a Sub-Consultant from performing work pursuant to this Contract and may be considered a breach of the Contract.

2. COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES

A. Compensation

- 1. Consultant will receive payments in accordance with the rates set 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 must be determined individually as the need for a project assignment arises. Work Assignments must require approval of the City Manager or designee. Compensation must 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 Contract. The Scope of Services and Fee Schedule (Attachments A and B, respectively) are attached hereto and incorporated herein.

2. The rates listed in Attachment B must not be escalated for the Initial Term of one (1) year. Consultant may submit requests for rate increases annually during any subsequent one-year renewal term. Any rate increase request will require a sixty (60) day written notice from Consultant, and the City must have sixty (60) days to accept or reject the rate increase request prior to the expiration of the current term. The City will evaluate requested rate increases each year to determine if they are appropriate and reasonable. Should the City and Consultant not mutually agree to a rate increase, the City may terminate this Contract in accordance with this Contract. Any rate changes increase or decrease according to the January Consumer Price Index (CPI-U) CUUR0300SA0.

B. Method of Payment

1. The City will pay Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq*, upon receipt of Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. Consultant must 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 will 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. Consultant's invoices must be in a form satisfactory to the City of North Port Finance Department, who will initiate disbursements.

3. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**

- B. FURTHER, THE CONSULTANT MUST FULLY INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**
- C. The City must provide all available information and assistance that the consultant may reasonably require regarding any claim. In the event of a claim, the city must 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 Contract.
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the city and such insurance coverage will 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 will be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. Nothing in this Contract should be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract work.

4. CONSULTANT'S INSURANCE

A. Insurance

Before performing any work, must procure and maintain, during the life of this Contract, the insurance listed below, 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 Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent."

No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Consultant.

Proof of all insurance must be filed by the Consultant with the City within ten (10) days after the execution of this Contract.

1. Workers' Compensation and Employers' Liability Insurance: (PER CHAPTER 440, FLORIDA STATUTES): Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit). The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

2. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Contract. 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.
3. Automobile Insurance: To include all owned, leased, hired, and non-owned vehicles. with limits of not less than \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for Bodily Injury; \$1,000,000 per accident for Bodily Injury; and \$1,000,000 per accident for Property Damage.
4. 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 Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended 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 Contract is completed.

B. 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 sub-consultants, 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 the Consultant or its agents may be responsible.

C. Policy Form

1. All policies required by this Contract, with the exception of the 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, employees, and volunteers as additional insureds as their interest may appear under this Contract. 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 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 Contract, and required of Consultant, must be provided by or on behalf of all subconsultants to cover their operations performed under this Contract. Consultant will be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
 3. Each insurance policy required by this Contract must:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage will 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 will 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 Contract. 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 Consultant and its carrier.**
 6. Consultant will be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and will 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 Contract. 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). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract 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 Contract 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 must 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 Contract. Consultant must, 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 must be jointly and severally liable.
- 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 Contract 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 Contract.
- D. Consultant must 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 must be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Contract. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. Consultant must 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 must not administer this Contract 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 must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which must 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 must be retained for a minimum of three (3) years after completion of the services.

6. PUBLIC RECORDS LAW

In accordance with Florida Statutes, Section 119.0701, Consultant must comply with all public records laws, and must 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/>).
2. "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 Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
- 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 Contract term and, if Consultant does not transfer the records to the City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Contract, 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 Contract, Consultant must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of the Contract, Consultant must 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 CONTRACT 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 constitutes a material breach of this Contract. 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, must be delivered to, as 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 Contract 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 Contract 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 must 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 Contract. Consultant's personnel assigned to perform the services of this Contract must comply with the information presented in the professional services response proposal made a part hereof by reference. Consultant must 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 must 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 Contract must be completed within the time limits as set forth, subject only to delays caused through no fault of Consultant or the City.
- 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 must be advised at its request, 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 must not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as Exhibit C, which is attached hereto and incorporated as if set forth fully herein.

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 Contract. If necessary, the City may authorize a specific program manager to perform the responsibilities of the City's Administrative Agent. The City will designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent will 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 Contract.
 3. Review for approval or rejection all Consultant's documents and payment requests.
- B. The City will, 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 must be and remain the property of the City and must be returned to the City's Administrative Agent upon completion of the services to be performed by Consultant.
- C. The City's Administrative Agent will conduct periodic reviews of the work of Consultant necessary for the completion of Consultant's services during the period of this Contract and may make other City personnel available, where required and necessary to assist Consultant. The availability and necessity of said personnel to assist Consultant will 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.
- D. The City must 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: The performance of work under this Contract 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 the City's best interest. Any such termination must be effected by the 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 Contract is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Consultant must 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. The City must not make any payment to Consultant for services that have not been performed or that are performed subsequent to the termination date.

Upon termination Consultant must 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 will, upon receipt of the aforesaid documents, pay to Consultant and Consultant must 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 Exhibit A – Scope of Services and Exhibit 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 Contract and any amounts withheld by the City to settle claims against or to pay indebtedness of Consultant in accordance with the provisions of this Contract.

- 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 Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, must comply with the 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 Contract; 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 must not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, any Commissioner, officer, employee, director, member or other natural person or agent of City must not 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 Contract must not constitute an indebtedness of City or 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 Contract is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. 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 Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days’ written notice to Consultant indicating its intention to do so. The written notice must state the evidence indicating Consultant’s abandonment.
- D. Consultant will have the right to terminate services only in the event of 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 if the project is suspended by the City for a period greater than ninety (90) calendar days.
- E. The City Manager or designee reserves the right to terminate and cancel this Contract 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. In the event Consultant breaches this Contract, the City must provide written notice of the breach and Consultant will 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 have the right to immediately terminate the Contract 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 Contract;
 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 Contract funds, previously paid Consultant by the City, to pay Consultant's project related obligations including, but not limited to, subcontractors, 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. If the City makes written demand upon Consultant for amounts previously paid by the City as contemplated in the clause, Consultant must promptly comply with such demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.
- H. 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 Contract 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 perform all work services and activities under this Contract, 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 Contract must, at all times and in all places, be subject to Consultant's sole direction, supervision, and control. Consultant must 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 must 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 Contract. Consultant must 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 Contract.

12. WAIVER

Any delay or failure to enforce any breach of this Contract by either City or Consultant must not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

13. NO HIRE

Consultant must not hire any City employee associated with this project throughout the duration of the Contract and for a period of one (1) year after completion.

14. NOTICES

Any notices, invoices, reports, or any other type of documentation required by this Contract must be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

As to the City:

Garrett Woods, City Engineer
City of North Port
Public Works Department
1100 North Chamberlain Blvd.
North Port, FL 34286
941-240-8087
gwoods@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
northportcityattorney@northportfl.gov

As to Consultant:

Jeff McGarvey
Willdan Financial Services, Inc
200 S. Orange Avenue, Suite
1550 Orlando, FL 32801
TEL: 407-415-2090
FAX: 888-326-6864
jmcgarvey@willdan.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 restricts the transmission of routine communications between representatives of Consultant and City.

15. ATTORNEYS' FEES

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

16. CONFLICTS

In the event of any conflict between the provisions of this Contract and RFP No. 2023-10 or Consultant's response, which are made a part hereof by reference, the Contract must control.

17. E-VERIFY

The City, Consultant and every subcontractor must register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Consultant must comply with all other federal laws pertaining to the subcontractor.

18. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, the Consultant must certify on a form provide 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 must 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 Contract and the City may terminate the Contract.
- 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 Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - 2. Must 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.

19. FORCE MAJUERE

- A. Should performance of any obligation created under this Contract 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;
 - 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 Contract;
 - 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 Contract 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 must 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 Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

20. MISCELLANEOUS

- A. Authority to Execute Contract. The signature by any person to this Contract must 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 Contract is binding upon and inures 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 Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract 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. This Contract must not 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 create any relationship between them other than that as detailed herein.
- C. Severability. In the event any court holds any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- D. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Contract and do not affect its construction.
- E. Complete Contract. This Contract 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 Contract that are not contained in this document. This Contract supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

- F. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. 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 Contract.
- G. Assignment. The Consultant must not assign this Contract or any right or responsibility herein unless with the written consent of the City.
- H. 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 must not administer this Contract 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.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates as indicated below.

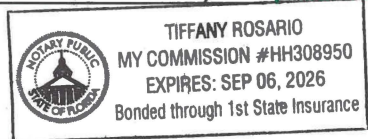
CONSULTANT
WILLDAN FINANCIAL SERVICES, INC.

By:  [Name]
Vice President [Title]

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this 20 day of November 2023, by Jeffrey McGarvey [insert person's name] as Vice President [insert title] for Willdan Financial Services, Inc. [insert Contractor's name].



Notary Public

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

Approved by the City Commission of the City of North Port, Florida on _____, 2023.

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

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

ATTACHMENT A TO CONTRACT NO. 2023-32.004

General Scope of Services

1. SCOPE OF SERVICES

The scope of work is a general guide to the work the City expects to be performed by the Consultant and is not a complete listing of all services that may be required or desired.

The City of North Port, hereinafter referred to as the “City”, desires to contract for Professional Services to conduct fee and rate studies and recommendations, non-ad valorem assessment methodology studies, maintenance/rollup of annual assessments with the property appraiser, assessment studies, impact fees, and fee updates for services provided by the City, as needed.

The City provides services to nearly 80,000 residents and approximately 78,000 parcels within a land area of 104± square miles. These services include maintaining various public infrastructure, providing solid waste, issuing building permits, and charging for use of certain facilities, while maintaining a balanced budget. In addition, the City currently serves over 25,223 water customers, 19,792 wastewater customers and 51 bulk residential and commercial reclaimed water customers. Approximately 3,000 of the City’s water and wastewater customers are outside the City and are charged a surcharge for service. The City has established user fees and rates for a variety of services including but not limited to:

- A. Utilities User Fees
- B. Utilities Miscellaneous Fees
- C. Other Miscellaneous Fees
- D. Water and Wastewater Capacity Fees
- E. Road and Drainage District Fees
- F. Solid Waste Fees
- G. Fire District Fees
- H. Rescue Services and Emergency Medical Services
- I. Building Fees
- J. Impact Fees
- K. Park and Recreation Fees
- L. Facility Rental Fees
- M. Planning, Zoning and Development Review Fees
- N. Police Fees
- O. Business Tax Receipt
- P. Construction Traffic Road Fees
- Q. Fleet Management Fees
- R. Mobility Fees

2. PROJECT REQUIREMENTS

- A. All services provided must conform with applicable laws, administrative rules and regulations of the State of Florida, including;

1. Chapter 180, Municipal Public Works, those related to Special Purpose Dependent District non-ad valorem assessments, administrative code fees, and Uniform Method of collection.
 2. Chapter 163, County Organization and Intergovernmental Relations.
 3. Chapter 153 Water and Sewer Systems
- B. Any non-ad valorem assessments must meet the Florida Statutory and Case law requirements for a valid special assessment. The Consultant is responsible for ascertaining all applicable laws and assuring the study and its recommendations meet those requirements sufficient to withstand legal challenge. These requirements include but are not limited to the following:
1. The service provided must confer a special benefit to the property being assessed.
 2. The costs assessed must be fairly and reasonably apportioned among the properties that receive the special benefit.
 3. The apportionment or exemption from non-ad valorem assessments of governmental entities as defined by Florida Law.
- C. Evaluate the City's operational and financial data to develop a valid fee or assessment program that focuses upon assessable cost calculations sufficient to fund requirements.
- D. Ensure that the recommended assessment and parcel classifications conform to the statutory requirements of the Uniform Method.
- E. For non-ad valorem assessments, the Consultant must hire/sub-contract an attorney to obtain a legal review to confirm any studies are consistent with the City's methodology requirements, Florida Statutes, Case law and other applicable laws and rules. Cost of this service will be included in the project fee, as issued.
- F. In the event a court finds the non-ad valorem fee, rate, assessment, or methodology to be legally insufficient or unenforceable, the Consultant must indemnify the City for all claims, suits, actions, and damages (including but not limited to reimbursement of assessments), expenses, costs (including but not limited to travel and experts' costs) and attorneys' fees (at both trial and appellate levels) of any nature or kind whatsoever caused by, arising out of, or related to the sufficiency or enforceability of the assessment methodology study prepared by Consultant under this Contract. Changes made by the City to the assessment methodology will not render this indemnity invalid unless the Consultant has notified the City in writing prior to adoption of the non-ad valorem ordinance that a particular change will likely lead to an insufficient or unenforceable assessment methodology, and the court expressly holds that that change was the sole reason that the assessment methodology was insufficient or unenforceable. The amount of the indemnity must be co-extensive with the amount of the Consultant's Errors and Omissions/Professional Liability coverage, which must not be less than \$1,000,000 per occurrence for this project with a \$1,000,000 policy term general aggregate, and such policy must expressly provide coverage for this indemnity provision. In the event the Consultant has failed to procure Errors and Omissions/Professional Liability coverage in the stated amount or has let such coverage lapse, the indemnity must still be enforceable up to the stated amount.

Some of the work assignments issued resulting from this RFP will have aggressive timeframes that require meeting strict deadlines. However, all 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 services on an 'as-needed basis'. Work performed by Consultant staff under this RFP will be completed remotely or onsite at North Port City Hall located at 4970 City Hall Boulevard, North Port, Florida.

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

The selected firm(s) must work in close cooperation and coordinate their work through assigned City of North Port Directors and/or assigned City staff.

The Consultants must perform all the services specified in accordance with generally accepted professional standards. The Consultants must perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with applicable practices, codes, laws, ordinances, regulations, and restrictions. The Consultant services will include the necessary planning and other professional services that are consistent with the Scope of Services and the Work Assignments.

All deliverables required in the performance of the Work Assignments must be submitted to assigned City of North Port Staff in the appropriate electronic media format via flash drives, email, and/or FTP site. Word processing documents must be in Word format, spreadsheet data in Excel format, presentations must be in Power Point, project schedules must be in Microsoft Project and all maps, plans, and surveys must be in suitable CAD, ArcGIS and PDF format for utilization by the City of North Port. All deliverables will 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 to make a determination must be provided by the firms upon request.

3. 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 specialties such as economic development, comprehensive planning, city fees, rate development, methodology planning, utility management, or environmental planning as appropriate for the assigned work.

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. Successfully completed services and/or project will 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.

4. 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 must 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).

5. 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 must 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:

- A. Evaluations, investigations, analysis, recommendations, technical writing, ordinance interpretations, ordinance formulation, cost and time estimates, financial planning, studies, designs, research, compliance/application reviews, field inspections, customer service, GIS and mapping, visualization/graphic design, and public participation and outreach.
- B. 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; timely processing of project correspondence, Consultants' requests for payment, and material and equipment submittals.
- C. Coordination with other City Consultants.
- D. Other types of professional and non-professional services of a nature consistent with the intent of this RFP as so directed by the City.

6. RATES

Hourly rates established during negotiations of awarded contracts will include (not part of the ranking phase):

- A. 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.
- B. 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.
- C. Additional costs associated with attendance and participation in after-hours meetings with elected and appointed officials and community groups.

7. 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 must make every effort to keep the personnel assigned to a Work Assignment consistent. The Consultant must 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:

- The process will be followed as stated on pages 29-31 of this RFP.

8. 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. Establish a methodology for the evaluation of fees, including impact and capacity fees. Review existing methodology, recommend changes as necessary and determine if fees are accurate and appropriate to the City's needs. Work with and meet with City staff to refine scope, purpose, uses, and goals. Ensure the study will be both accurate and appropriate to the City's needs.
- B. Conduct a comprehensive review of the City's existing fees, rates and charges. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations.
- C. Analyze the impacts of development on specific types of facilities and calculate recommended fees for each type of facility in accordance with the City's Code.

- D. Conduct a level of service analysis.
- E. Identify the total cost of providing each City service at the lowest reasonable activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities. Costs should include appropriate General and Administrative overhead allocations to City activities and applicable overhead rates for use in calculating the City's billable hourly rates.
- F. Compare service costs with existing cost recovery levels. This should include service areas where the City is currently charging for services as well as areas where the City perhaps should charge, considering the City's practices, or the practices of similar and/or neighboring cities.
- G. Determine the full cost including direct and indirect cost of each unit of service provided by the water and wastewater systems including, but not limited to, inspection fees, fireline fees, final reads, initial reads, meter sets, re-reads and meter leaks.
- H. Assess the current rate structure's performance as a baseline for comparing recommended changes. Conduct a detailed review of the existing rates and status of the Utility Fund, and develop a general familiarity with the City's billing system.
- I. Develop and assess the effects of a transition plan whereby changes in customer class-based rates are phased in over a period of time to allow the City the ability to correct subsidies in their rates while minimizing the financial impact on any customer group.
- J. Based upon cost-of-service principles, develop equitable and defensible retail and bulk service rates and fees.
- K. Assess the equity of current recommended water and sewer rates for all types of property ownership.
- L. Assess the interactions between the water conservation elements of the rate structure and its impacts on the ability to fund water operations as well as the water conservation elements' impact on the economic wellbeing of the community including the impact of innovative water conservation measures including incentives and disincentives on the cost of water service and water rate(s) taking into consideration the City's water use permit requirements.
- M. Distribute the most recent fiscal year costs for each utility in an equitable manner between the customer classes, residential, commercial, and irrigation, including any large users. Consider conservation rates, inclining block rates, marginal cost rates, unmetered rates, fire protection rates, and rates for re-use of wastewater effluent.
- N. The prior methodology for the Fire Rescue services involves two (2) components which are imposed equally among all non-exempt tax parcels on a per parcel equivalent basis (Tier 1), and the other costs are apportioned among developed property based on the value of structures on the parcel (Tier 2), as determined by the county property appraiser. This methodology has been upheld in numerous challenges before the Florida Supreme Court. As a result, the methodology for the Fire Rescue services does not need to be evaluated. Additionally, the District's Non-Ad

Valorem Assessment roll data, along with the historical and budgeted financial information is used to populate the Financial Analysis and Management System (FAMS-XL©) interactive model. This model has been determined to be valid, reliable, and understandable. As a result, only the following tasks may be performed:

1. Update the Ten-Year Revenue Sufficiency Analysis (prepared in conjunction with the annual budget season).
 2. Update the Fire Assessment Roll (performed during the spring and finalized in September).
- O. Include the preparation of detailed customer forecasts and billing analyses, identification of expenditure requirements to be funded from rates, development of capital improvement funding plans, evaluation of financial performance and policy development, and design of various utility rates and service charges.
- P. Promote compliance with rate covenant, additional bonds test, and flow funds provisions based on authorizing bond documents and maintain credit rating position.
- Q. Recommend ways of communicating system costs, conservation/waste reduction methods and practices, and possible rate adjustments.
- R. Prepare reports that identify each facility or service, its full cost, current and recommended cost recovery levels. Reports should identify the direct cost, the indirect cost, and the overhead cost for each service; and provide a model for adjusting these fees and rates for the City's current and future needs.
- S. Work with City staff to review and evaluate future needs and services of the City in order to incorporate these needs into the recommendations.
- T. Work with City staff to conduct an assessment regarding the impacts on each department with links to the fee structures to determine which City cost centers are applicable.
- U. Recommend appropriate fees and charges. Recommended fees are based on the analysis, together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.
- V. Prepare reports that identify the current fees, and recommended fees. The reports must also identify percentage change, cost recovery percentage, and fee comparison with other cities or service providers that are comparable to North Port, Florida. A survey comparison of rates and fees with similar cities will be used to help determine the appropriate level of subsidy, if any.
- X. Research and prepare District Assessment and Methodology reports, draft and final. Recommend the categories of property to be assessed and determine the relative benefit anticipated to be derived by those categories of property found within the City that receive services. Recommend the fair and reasonable apportionment of assessable costs among benefited parcels within each category of property. Determine the rates required to fully fund the cost of services provided by the City to various parcels or users that benefit from the City's services. Methodologies are

anticipated to remain in effect for a three (3) year period and the Study will reflect a method to adjust the level of assessment sufficient to continue funding the budgetary requirements through that period.

- Y. Attend project commencement meetings with City representatives at City offices.
- Z. Conduct progress meetings and written progress reports as requested by the City, or as Consultant deems necessary.
- AA. Consultant may develop public information materials including web site, brochures, FAQs, or other media tools as may be appropriate or requested by the City.
- BB. The Consultant may be required to conduct presentations for the Commission and the general public. All material and format must be approved by City staff prior to any presentation.
- CC. The Consultant may assist in the draft of all legal notices, publications, documents, and resolutions necessary to certify and adopt the rate structure as requested by the City. The Consultant must submit “drafts” of all documents, including a draft agenda for the required public hearings, to the City for review with sufficient time for publication and adoption prior to statutory deadlines.
- DD. For yearly non-ad valorem assessments, create and maintain an assessment roll based on the final methodology approved by the City Commission and deliver the assessment roll to the City within the time frame and format acceptable to the City and the Sarasota County Tax Collector.
- EE. All materials, in any format, produced by the Consultant for the City during the course and scope of services are considered the property of the City.
- FF. Provide a database for a mail merge process with property specific data to assist with the preparing first class mailing notices, as needed.

9. PROCEDURE & SELECTION OF CONSULTANTS WITHIN THE CONTRACT

A. 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 **\$4 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. Firms providing professional services under continuing contracts will not be required to bid against one another.

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

Reasonable attempts will be made to equalize projects amongst qualified candidates in terms of project worth provided such distribution does not violate the principle of selection of the most highly qualified firm responding to a particular letter of Interest. The respondent to a Letter of Interest deemed most qualified will be chosen to submit a scope and fee for the Work Assignment.

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.

B. 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:

1. For each specific project to be completed under a continuing services contract, Public Works 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.
2. Each firm will then have the opportunity to submit a qualifications-based proposal for the specific project.
3. 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 City projects.
 - e. Firm's proposed cost saving measures for the project,

- f. Conflict of Interest form,
 - g. Disclosure form for Consultant/Engineer/Architect,
 - h. Scrutinized Company Certification Form,
 - i. E-Verify Form; and,
 - j. FEMA forms as applicable per checklist
4. 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 must 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 must 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 will 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 Contract 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.

C. Direct Work Assignment Process:

Upon approval from the Sr. Purchasing Administrator or designee, 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.

10. INVOICING

Consultants must invoice the City for each project or assignment, as negotiated. Each invoice must 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 must itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices must identify the name and title of personnel who performed the work.

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

11. COMPENSATION

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.

Compensation to the Consultant must 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 will be made to the City:

- A. All travel and vehicle related expenses within Sarasota County, Charlotte County and DeSoto County. (Types of travel outside these counties to be considered during negotiations).
- B. Three (3) sets of signed and sealed permitting plans.
- C. Computer usage, telephone expenses, fax, copies, printing, and postage.
- D. Sub-consultant mark-up. The City will not allow Prime Consultant markups on any services provided by a Sub-Consultant. A copy of the invoice for each reimbursable expense must be attached to Consultant's invoice.
- E. Permit Fees: Cost

12. RATE ADJUSTMENTS

The City will allow rate adjustments to be submitted for each successive year prior to the end of the current contractual year. Increases to hourly rates are subject to City Manager review and approval. 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, Consumer Price Index for the industry in the North Port market area.

13. CHANGE ORDERS

All requests for changes to the resulting Contract must 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 must 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.

14. 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 must be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

ATTACHMENT B TO CONTRACT NO. 2023-32.004

FEE SCHEDULE

**Willdan Financial Services
Professional Service Rates**

Position	Hourly Rate
Group Manager	\$250
Managing Principal	\$240
Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Analyst	\$115

* Effective Date: January 1, 2023.

ATTACHMENT C TO CONTRACT NO. 2023-32.004



City of North Port
PURCHASING
 Office: 941.429.7170
 Fax: 941.429.7173
 Email: purchasing@cityofnorthport.com



WORK ASSIGNMENT

CONSULTANT

CONTINUING CONTRACT NO. & TITLE

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #

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	<input type="text"/>	<input type="text"/>
THIS WORK ASSIGNMENT	<input type="text"/>	<input type="text"/>
TOTAL WORK ASSIGNMENTS	<input type="text"/>	<input type="text"/>
ACCOUNT NO/PROJECT NO	<input type="text"/>	<input type="text"/>

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:

<input type="text"/>	<input type="text"/>
CONSULTANT	DATE

APPROVED BY:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
DEPARTMENT DIRECTOR	DATE	BUDGET ADMINISTRATOR	DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
PURCHASING	DATE	FINANCE DIRECTOR	DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ASSISTANT CITY MANAGER	DATE	CITY MANAGER	DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>