

AGREEMENT NO. 2023-16.04
PROFESSIONAL ARCHITECTURAL SERVICES – CONTINUING SERVICES CONTRACT FOR
CITY OF NORTH PORT

THIS CONTINUING CONTRACT (“Agreement” or “Contract”) is made and entered into this **23rd** day of **May 2023**, by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida (“CITY”) and **Schenkel & Shultz, Inc.**, a **Florida Profit Corporation**, registered to conduct business in the State of Florida, whose principal place of business is **200 East Robinson Street, Suite 300, 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 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 Architectural Services as identified in the Request for Proposal No. 2023-16 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 **May 22, 2026**, with the option to renew for two (2) 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.
- (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.

(3) 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. 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.

- 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.
4. **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/>).
 - (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 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 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.

5. 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.

6. 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.
- 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.

7. 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.

8. TERMINATION

- A. TERMINATION WITH OR WITHOUT CAUSE: 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 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.

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.
- D. CONSULTANT shall 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 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. 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.
- 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.

9. 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.

10. 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.

11. NO HIRE

CONSULTANT shall not hire any CITY employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

12. 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:

As to the City: Kim Humphrey, Project Manager
 City of North Port
 Public Works Department
 1100 N. Chamberlain Blvd.
 North Port, FL 34286
 TEL 941.223.2900
 EMAIL: khumphrey@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: Schenkel & Shultz, Inc.
 Daniel C. Laggan
 200 East Robinson Street, Suite 300
 Orlando, FL 32801
 407.872.3322
 dlaggan@schenkelshultz.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.

13. 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).

14. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2023-16 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

15. 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 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.

16. 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 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 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.

17. FORCE MAJUERE:

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;
- (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.

18. 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. The 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.
- 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.

19. ATTACHMENTS AND OTHER SUPPLEMENTAL TERMS AND CONDITIONS

The following attachments and supplemental documents are attached and incorporated fully as part of this Contract. The City has the right to incorporate all of the following additional attachments and supplemental terms and conditions in any Work Assignment, and as amended by the Federal Emergency Management Agency.

 X ATTACHMENT A – SCOPE OF SERVICES

 X ATTACHMENT B – FEE SCHEDULE

 X ATTACHMENT C – WORK ASSIGNMENT, APPLICABLE ATTACHMENTS AND SUPPLEMENTAL TERMS AND CONDITIONS

- ATTACHMENT 1.1 – GENERAL INSURANCE
- ATTACHMENT 1.2 – PROFESSIONAL LIABILITY INSURANCE
- ATTACHMENT 1.3 – ENVIRONMENTAL AND POLLUTION LIABILITY INSURANCE
- ATTACHMENT 1.4 – BUILDER’S RISK
- ATTACHMENT 2.1 – GENERAL INDEMNITY, DEFENSE, AND RELEASE
- ATTACHMENT 2.2 – CONSTRUCTION RELATED SERVICES INDEMNITY, DEFENSE, AND RELEASE
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- ATTACHMENT 14 – PERFORMANCE AND PAYMENT BOND
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- ATTACHMENT 16 - CONTRACT CHANGES
- ATTACHMENT 17 – SANCTIONS AND PENALTIES
- ATTACHMENT 18 – TERMINATION FOR CONVENIENCE

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


CONSULTANT
Schenkel & Shultz, Inc.

By: 
Daniel C. Laggan
President/Managing Partner

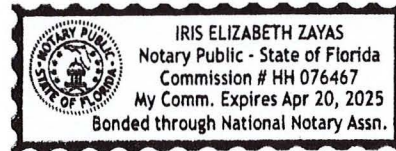
ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this 14th day of March 2023, by Daniel C. Laggan, as President for Schenkel & Shultz, Inc.


Notary Public

Personally Known OR Produced Identification _____
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 – SCOPE OF SERVICES

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 general scope of work to be provided to accomplish the City’s objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects as may be designated by the City. Architectural services will be inclusive of all subordinate design specialties (Structural, MEP, Fire and Civil), The provision of Architectural Services on an as needed basis, including but not limited to roofing, HVAC, minor remodel, and small projects where construction costs will not exceed \$4,000,000.00 or a study activity when the fee does not exceed \$500,000.00. The projects will involve buildings, facilities, and sites throughout the City as requested by the Public Works Department. Work Assignments may include, but are not necessarily limited to:

A. Pre-Design Activities:

- i. Provide or review project requirements, on and off-site development, survey requirements, preliminary budget, and make recommendations for revisions.
- ii. Prepare project schedule, including critical path elements, responsibilities of the owner, construction manager, mechanical engineer, and outside agencies and update monthly throughout the durations of the contract.
- iii. Where the program includes relocation or expansion of existing structures, working with the design team, prepare an analysis package outlining the condition of existing structures, existing finishes and existing equipment, code deficiencies, energy use, and life expectancy of other building systems. The package should contain recommendations and cost estimates.
- iv. Provide project delivery options for the design, bid, and packaging of project(s) for efficient scheduling, cost control and financial resource management.
- v. Utilize information and reporting system to provide the Project Manager with accurate and current cost control, work status, including, but not limited to, work narrative, work completed/anticipated, schedules, estimated expenditures, and project accounting systems of the project at all times.
- vi. Provide a project manual which shall describe, at a minimum, the work plan, job responsibilities, and written procedures for reports, meetings, inspections, changes to the project, etc.

B. Design Phase:

- i. Provide value engineering recommendations to maximize the City’s return on capital outlay and operations resources.
- ii. Attend all project-related meetings.
- iii. Periodically provide and update cost estimates and make recommendations to keep the project within the budget.
- iv. Periodically provide and update cost estimates and make recommendations to keep the project within the budget.
- v. Periodically update the project schedule and make recommendations for recovery of lost time, if any.
- vi. Secure and monitor the review and approval process of governing authorities.

C. Bid and Award Phase:

- i. Monitor and review all addenda and coordinate code review compliance.
- ii. Receive and review pre-contract documents as required, with City staff.
- iii. Develop and review the schedule of values for balance of tasks vs. dollars and compliance with the project schedule.
- iv. Review bids and make recommendations

D. Construction Phase:

- i. Attend the pre-construction conference and work in tandem with the Construction Manager at Risk, as appropriate.
- ii. Provide contract administration; monitor and record the construction progress; review and approve as-builts and maintenance and warranty manuals from all subconsultants; and keep a log of all site visits and observations.
- iii. Develop and implement procedures to monitor, record, review and approve all submittals, shop drawings, change orders, pay requests, and field orders for budget and schedule impact, and compliance with the contract documents
- iv. Provide inspection of all work, materials, and tests, including substantial completion and occupancy inspections.
- v. Ensure that the trade consultants are keeping as-builts up to date.
- vi. Make recommendations for correction of nonconforming or substandard work, if any.
- vii. Coordinate ordering and delivery of owner-supplied equipment.
- viii. Coordinate the testing, inspections and approval of project, delivery of instructions for operating all building systems, including training of maintenance staff for owner.
- ix. Attend all project related meetings, prepare, and distribute minutes.

E. Minimum One-Year Warranty:

- i. Assist owner in completion of warranty work during the warranty period.
- ii. Assist owner in the warranty inspections and completion of required work generated by the inspections
- iii. Assist in the transfer of the project to the City including delivery of as-builts, warranties, guarantees, and operating instructions.

PROJECT REQUIREMENTS:

The selected firm(s) shall be responsible for knowledge of and compliance with all federal, state, and local laws, rules, practices, and regulations. The selected firm must conclusively demonstrate their ability to professionally represent the City before all regulatory agencies and departments as may be required. The selected firm(s) shall work in close cooperation and coordinate their work through North Port staff.

POTENTIAL PROJECTS: Projects will vary

The consultant shall perform all the services specified in accordance with generally accepted professional standards. The consultant shall 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 shall conform to, and follow, applicable practices, codes, laws, ordinances, regulations, and restrictions. The consultant services will include the

necessary architectural design and engineering and other professional services that consist of record services for basis of design reports, design, and specifications, bid and construction services, construction permits, preparation of as-built drawings based on value engineering practices.

All deliverables required in the performance of Work Assignments shall be submitted to North Port staff in the appropriate electronic media format via CDs, email, 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 Public Works. All deliverables shall become the property of the City upon delivery.

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 shall be provided by the firms upon request.

QUALIFICATIONS:

Consultant must have an active Architect Business License from the Board of Architecture and Interior Design. One key personnel must be a registered architect licensed by Board of Architecture and Interior Design at the time of submittal.

- The selected firms, and sub-consultants, shall be registered in the State of Florida to perform the professional services requested in this RFP. The firm shall have State of Florida registered professionals for specified fields. (i.e., Professional Architect, etc.).
- Contract manager shall be licensed in the State of Florida to provide at least one of the service categories/disciplines listed; have a minimum 10 years' experience with municipal professional service contracts shall have served as the contract manager for similar contracts.
- Professional ability to represent the City before any and all regulatory agencies and City departments as necessary.
- The selected firms, and their proposed subconsultants, shall each have a minimum of five (5) consecutive years of architectural /design services related directly to the disciplines seeking qualification, preferably for governmental agencies, in particular the professional services contemplated under this RFP.
- Preliminary architectural and feasibility investigations (Basis of Design Reports) design estimates, value engineering cost analyses, and per design reviews.
- Design, permitting, construction of City facilities.
- Design and construction-phase services including start to finish coordination of the interdisciplinary work of design and construction engineering including complete bid services, contract management services, contract closeout, as-built-drawing certification, Grant documentation, SWFWMD/ACOE required permit documentation, final punch lists and follow up throughout warranty period.

The City reserves the right to visit and inspect firm facilities and locations where Firm is providing professional consulting services in determining its capacity to perform the services contained in this and future requests for qualifications for work assignments.

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 **\$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 shall 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.

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, 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.

- 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 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
- 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.

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.

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.

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 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 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. Subconsultant 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 shall be attached to consultant's invoice.

Permit Fees: Cost

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.

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.

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.

END OF ATTACHMENT A

ATTACHMENT B – FEE SCHEDULE

SCHENKEL & SHULTZ, INC. - HOURLY RATES

Partner	\$275.00
Principal	\$225.00
Project Director/Manager	\$200.00
Project Architect III	\$175.00
Project Architect II	\$150.00
Project Architect I	\$120.00
Senior Interior Designer	\$175.00
Designer IV	\$160.00
Designer III	\$150.00
Designer II	\$125.00
Designer I	\$115.00
Specification Writer	\$160.00
Construction Administration	\$180.00
Administration	\$90.00

STAFF DESIGNATION*

PARTNER

Kenneth G. Dean, AIA

PROJECT DIRECTOR/MANAGER

Robert Gonzalez, AIA

Aaron Jacobson, AIA

Rob Russel, AIA

Nathalie White, AIA

DESIGNER IV

Gennifer Hunt Interior

*Current staff

END OF ATTACHMENT B

ATTACHMENT C – WORK ASSIGNMENT FORM



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



WORK ASSIGNMENT

CONSULTANT: SCHENKEL & SHULTZ, INC.

CONTINUING CONTRACT NO. & TITLE: 2023-16.04 PROFESSIONAL ARCHITECTURAL SERVICES - CONTINUING SERVICES CONTRACT

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #: 2023-XX-PW

SHORT TITLE:

DATE SUBMITTED:

AMOUNT (LUMP SUM):

SCHEDULED COMPLETION:

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 20

Table with 2 columns: DEPARTMENT, CITYWIDE (completed by Purchasing). Rows include: 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 \$4,000,000 PER FLORIDA STATUTE

END OF ATTACHMENT C

Attachment 1.1

GENERAL INSURANCEA. Insurance.

- (1) Before performing any work pursuant to this Contract, the Consultant must procure and maintain, during the life of this Contract, 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 Contract 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 Contract 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 Contract have been discharged or satisfied.
- (2) The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. 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 Contract 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 Employers' Liability Insurance. Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 for each accident; \$500,000 each employee; and \$500,000 policy limit for bodily injury or disease. Proof of insurance must be filed by the Consultant with the City within **ten (10) calendar days** after the Effective Date of this Contract.
- C. Comprehensive Commercial General Liability Insurance. The Consultant must procure and maintain, and require all subconsultants to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.

The policy must include General Liability with a limit of \$1,000,000 for General Aggregate; \$1,000,000 for each occurrence; \$1,000,000 for Products and Completed Operations; \$100,000 for damage to rented premises; and \$100,000 for Fire Damage. Proof of insurance must be filed by the Consultant with the City within **ten (10) calendar days** after the Effective Date of this Contract.

- D. Automobile Liability Insurance. The Consultant must procure and maintain, and require all subconsultants to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a

standard ISO form (CA 00 01) covering any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

The policy must include liability insurance with a limit of \$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. Proof of such insurance must be filed by the Consultant with the City within **ten (10) calendar days** after the Effective Date of this Contract.

E. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, 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 the Consultant for the City. It is the Consultant's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. **ADDITIONALLY, THE CONSULTANT, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONSULTANTS, 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 APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONSULTANT OR ITS AGENTS MAY BE RESPONSIBLE.**

F. Policy Form.

(1) All policies required by this Contract, except for Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Division, 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 insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. 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 must 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 the Consultant, must be provided by or on behalf of all subconsultants to cover their operations performed under this Contract. The Consultant is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its 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 must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Consultant is to notify the City's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.

- (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- (5) The Consultant is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether 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.
- (6) All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract. All required certificates of insurance 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 Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the 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 Division before the Consultant commences or continues work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract.
- (7) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed pursuant to this Contract must be provided to Consultant's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Consultant.

Attachment 1.2

PROFESSIONAL LIABILITY INSURANCE

The Consultant must procure and maintain, and require all subconsultants to procure and maintain, during the life of this Contract, professional liability insurance with a minimum \$2,000,000 per occurrence; and with a \$2,000,000 policy term general aggregate. Coverage shall 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 this Contract is written on a claims-made basis, the Consultant warrants that any retroactive date under the policy shall 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.

Attachment 2.2

PROFESSIONAL SERVICES INDEMNITY, DEFENSE, AND RELEASE

- 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 THE CONTRACT WORK. THE 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 SHALL FULLY INDEMNIFY, DEFEND, 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 shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

- E. Nothing in this Contract shall 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.

Attachment 5

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Consultant's Authorized Representative

Daniel C. Laggan

Name

President

Title

March 14, 2023

Date

Attachment 6


NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

Daniel C. Laggan who, being first duly sworn, deposes and says that:

1. Affiant is the President [insert Owner, Partner, Officer, Representative or Agent] of Schenkel & Shultz, Inc., [insert name of Contractor] the Respondent that has submitted the attached reply;
2. Affiant is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed, and delivered on March 14, 2023.



 Signature
Daniel C. Laggan

 Printed Name
President

 Title

SWORN ACKNOWLEDGMENT

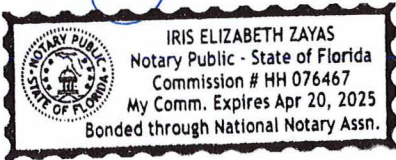
STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of March 2023, by Daniel C. Laggan.



 Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____



Attachment 7

CONFLICT OF INTEREST FORM

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. [Select and complete all that apply]:

I am an employee, public officer, or advisory board member of the City.
Identify the position and/or board: _____

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

I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.
Identify the name of the person and the entity _____

Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.
Identify the name of the employee, public officer, or advisory board member

None of the Above

PART II: Will you request an advisory board member waiver?

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

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

N/A

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



Signature of Person Authorized to Bind the Contractor
Daniel C. Laggan

Printed Name
President

Title
March 14, 2023

Date

Attachment 8

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Daniel C. Laggan, being an authorized representative of the Contractor, have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: 407-872-3322 Fax #: _____

Federal ID #: 35-1382527 Email: dlaggan@schenkelshultz.com

Signature of Contractor's Authorized Representative

Daniel C. Laggan, President

Name and Title of Contractor's Authorized Representative

March 14, 2023

Date

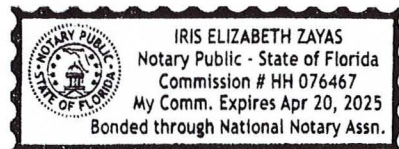
SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of March 2023, by Daniel C. Laggan.

Notary Public – State of Florida

Personally Known OR Produced Identification _____
Type of Identification Produced _____



Attachment 9

DRUG FREE WORKPLACE FORM


The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor, Schenkel & Shultz, Inc. (Company Name):

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



 Signature
 Daniel C. Laggan

 Printed Name
 President

 Title
 March 14, 2023

 Date

Attachment 11

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: Schenkel & Shultz, Inc.
Authorized Representative Name and Title: Daniel C. Laggan, President
Address: 200 E Robinson Street Suite 300 City: Orlando State: Florida ZIP: 32801
Phone Number: 407-872-3322 Email Address: dlaggan@schenkelshultz.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.


A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees, and costs.

Certified By:


Signature of Contractor's Authorized Representative
Daniel C. Laggan

Name
President

Title
March 14, 2023

Date

Attachment 12

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

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

VENDOR: Schenkel & Shultz, Inc. (Vendor's Company Name)

Certified By:  _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Daniel C. Laggan, President

Date Certified: March 14, 2023

Attachment 15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of North Port.

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of North Port. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of North Port, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Attachment 15

Schenkel & Shultz, Inc.
Company Name (Contractor)

35-1382527
Tax ID Number

Daniel C. Laggan
Authorized Representative Name


Authorized Representative Signature

35-1382527
Federal Issued Tax
Identification Number

56YZ0
CAGE Code issued through www.sam.gov

(If Social Security number DO NOT enter)

DATE: March 14, 2023

Attachment 16

CONTRACT CHANGES

- A. The parties may make changes to the contract work, including additions or deletions, provided that such changes are within the general scope of the contract work. Any change affecting the contract price must be in writing and signed by both parties. The Contractor is not entitled to any increase in price or extension of time unless the contract is changed in accordance with this section.

- B. Either party may submit to the other a change proposal, which must identify any proposed changes in contract price or time, explain why the change is believed necessary, and cite to any applicable provision of the contract. Within a reasonable time, the party receiving the proposal shall respond in writing to the other party. If the parties agree to the change, they will execute an amendment to the contract changing its terms.

- C. Without invalidating the contract, the City may order additions, deletions, or revisions in the work, provided that such changes are within the general scope of the contract work. Such changes may be accomplished by a contract amendment, if the City Commission and Contractor have agreed as to the effect, if any, of the changes on contract price. If the parties cannot agree, the Contractor shall proceed with the work, or, in the case of a deletion, cease activities with respect to the deleted work, subject to the Contractor's right to claim for additional compensation or time. Any such claim must be made in writing within 14 days. Additional compensation will be limited to Contractor's actual cost of the work, plus reasonable profit and overhead. Nothing in this section shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the contract or governing laws and regulations.

Attachment 17

SANCTIONS AND PENALTIES

In the event of a breach of the terms of this Contract, the Contractor and its subcontractors will be subject to sanctions and penalties as may be imposed and remedies invoked as provided by rule, regulation, or order of the local, state, and federal agency, and as otherwise provided by law and other terms of this Contract.

Attachment 18

TERMINATION FOR CONVENIENCE

The City reserves the right, in its best interest as determined by the City, to cancel this Contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Contract is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Contract through the termination date specified in the written notice of termination. The Contractor acknowledges and agrees that Contractor has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by the Contractor, for City's right to terminate this Contract for convenience. The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

END OF ATTACHMENTS