

**AGREEMENT NO. 2025-12.07**  
**PROFESSIONAL UTILITY ENGINEERING SERVICES – CONTINUING SERVICES CONTRACT FOR**  
**CITY OF NORTH PORT**

**THIS CONTINUING CONTRACT** (“Agreement” or “Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of North Port, a municipal corporation of the State of Florida (“City”) and **GIFFELS-WEBSTER ENGINEERS, INC.** a Florida Profit Corporation, registered to conduct business in the State of Florida, whose principal place of business is **900 Pine Street, Suite 225, Englewood, Florida 34223** (“Consultant”).

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

**1. CONSULTANT’S SERVICES**

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Engineering Services as identified in the Request for Proposal No. 2025-12 and Consultant’s proposal for the overall Scope of Services as attached in **Attachment A**.
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the City and Consultant and upon Consultant’s receipt of a written Notice to Proceed from the City’s Purchasing office and shall continue through the completion of the project. The term of the Agreement shall be for a period of three (3) years commencing on the date of execution and continue through January 31, 2029, with the option to renew for 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) The Consultant certifies, represents, and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement are accurate, complete, and current at the time of entering this Agreement. The original compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant's execution of this Agreement is its truth-in-negotiation certification to and acknowledgement of the above, as required by Florida Statutes Section 287.055(5)(a), as may be amended from time to time, as applicable. The City's rights in this subsection survive the termination or completion of this Agreement.
- (3) 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. Subcontractor mark-up.
- (4) The City's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

#### B. METHOD OF PAYMENT

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

### 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

- (1) The performance of work under this Agreement may be terminated with or without cause by the City Manager or designee in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effected upon delivery to the Consultant of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. Consultant will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the City make any payment to Consultant for services that have not been performed or that are performed subsequent to the termination date.
- (2) Upon termination Consultant shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by Consultant in connection with its services. The City shall, upon receipt of the aforesaid documents, pay to Consultant and Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in **Attachment A** – Scope of Services and **Attachment B** – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to Consultant in accordance with Section 2 of this Agreement and any amounts withheld by the

City to settle claims against or to pay indebtedness of Consultant in accordance with the provisions of this Agreement.

**B. NON-APPROPRIATION**

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

**C. ABANDONMENT**

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

**D. TERMINATION BY CONSULTANT**

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

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

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

- F. BREACH. In the event Consultant breaches this Agreement; the City shall provide written notice of the breach and Consultant shall have ten (10) calendar days from the date the notice is received to cure. If Consultant fails to cure to the City's satisfaction within the ten (10) calendar days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Consultant due to:
- (1) The quality of a portion or all of Consultant's work not being in accordance with the requirements of this Agreement;
  - (2) The quantity of Consultant's work not being as represented in Consultant's Payment Request, or otherwise;
  - (3) Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
  - (4) Consultant's failure to use Agreement funds, previously paid Consultant by the City, to pay Consultant's project related obligations including, but not limited to, subconsultants, laborers and material and equipment suppliers;
  - (5) Claims made, or likely to be made, against the City or its property;
  - (6) Loss caused by Consultant; or
  - (7) Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.

G. PAYMENT ADJUSTMENTS

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

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. 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: Susan Brasefield  
Assistant Utilities Director  
City of North Port  
Utilities Department  
5930 Sam Shapos Way  
North Port, FL 34287  
TEL 941.240.8006  
EMAIL: sbrasefield@northportfl.gov

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

As to the Consultant: Giffels-Webster Engineers, Inc.  
Jon Cole, P.E., President  
900 Pine Street, Suite 225  
Englewood, Florida 34223  
TEL 941.475.7981  
EMAIL: jcole@gwefl.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.

**12. 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).

**13. CONFLICTS**

In the event of any conflict between the provisions of this Agreement and RFP No. 2025-12 or Consultant's response, which are made a part hereof by reference, the Agreement shall control.

**14. 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.

## 15. 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.

## 16. FORCE MAJEURE

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

- (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.

## 17. MISCELLANEOUS

### A. AUTHORITY TO EXECUTE AGREEMENT

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

### B. BINDING EFFECT/COUNTERPARTS

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

### C. GOVERNING LAW AND VENUE

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

### D. NO AGENCY

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

### E. SEVERABILITY

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

### F. HEADINGS

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

### G. COMPLETE AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not

contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

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.

**18. 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.

ATTACHMENT A – SCOPE OF SERVICES

ATTACHMENT B – FEE SCHEDULE

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
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- ATTACHMENT 3 – FEMA PROVISIONS
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- ATTACHMENT 7 – CONFLICT OF INTEREST FORM
- ATTACHMENT 8 – PUBLIC ENTITY CRIME INFORMATION
- ATTACHMENT 9 – DRUG-FREE WORKPLACE FORM
- ATTACHMENT 10 – SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT
- ATTACHMENT 11 – SCRUTINIZED COMPANY CERTIFICATION FORM
- ATTACHMENT 12 – VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM
- ATTACHMENT 13 – PERFORMANCE AND PAYMENT BOND REQUIREMENTS
- ATTACHMENT 14 – PERFORMANCE AND PAYMENT BOND
- ATTACHMENT 15 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS
- 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  
GIFFELS-WEBSTER ENGINEERS, INC.

By: [Signature]  
JON COLE, P.E.  
PRESIDENT

**SWORN ACKNOWLEDGEMENT**

STATE OF Florida  
COUNTY OF Charlotte

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4 day of December 2025, by Jonathan H. Cole (name), as President (title) for Giffels-Webster Engineers, Inc. (entity).

[Signature]  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced n/a



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

CITY OF NORTH PORT, FLORIDA

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

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL FUINO, B.C.S.  
CITY ATTORNEY

## Attachment A To Continuing Contract No. 2025-12.07– 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 City of North Port, hereinafter referred to as the “City”, desires to contract for Professional Services to conduct work that consists of, but not be limited to, all aspects of professional services necessary for Engineer of Record projects for the City. Consultant shall conduct analyses and prepare reports regarding maintenance and operation of existing facilities, systems and connections; provide technical assistance on utilities operational, technical and engineering issues. Consultant shall provide required services for select utilities’ projects incorporated into the North Port Utilities Capital Improvement Plan (CIP). Other work may include a variety of tasks and special projects associated with utilities engineering services. Engineering service specialties shall include, but are not limited to, construction cost estimation; civil; structural; mechanical; electrical/instrumentation including plant SCADA system planning, installation, and training; environmental; and, industrial. Other service specialties shall include, but are not limited to, biological and ecological evaluations; geological; geotechnical and hydrogeological investigations; mapping and surveying. CONSULTANT may submit a response to this Request for Proposal No.2025-12 for one (1) or more of the categories listed below; however, only one (1) response package is required, regardless of the number of categories for which the CONSULTANT is applying.

**The City is seeking professional engineering services** for continuing service contract for North Port Utilities Department to be awarded **in the following categories:**

1. **Category 1 - Water, Wastewater, and Reclaimed Water Treatment & Storage Systems: Assistance with study, permitting, design, construction/engineering/inspection (CEI), and operations and maintenance (O&M) activities associated with water and wastewater treatment plants, facilities and process improvements including facility expansions and improvements. This category shall also include indirect and direct potable reuse.**
2. **Category 2 - Water, Wastewater, and Reclaimed Water Conveyance Systems: Assistance with the study, permitting, design, CEI, and O&M activities associated water/wastewater/reclaimed water distribution, collection and transmission systems as well as utility relocations within the City of North Port and Florida Department of Transportation (FDOT) rights of way.**
3. **Category 3 - Water, Wastewater, and Reclaimed Water Planning: Assistance with the evaluation of the OWNER’s service area needs for growth planning. Work efforts may include evaluating growth and new service impacts to the utility, surface and ground water resource management, consumptive use permitting, system engineering reports, flow monitoring data analysis, master planning efforts and updates, Geographical**

**Information System (GIS) analytics, as well as hydraulic modeling.**

**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 any and 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 Utilities Department staff.

Tasks that shall be performed on an as assigned basis may include, but are not limited to, the following:

- General consultation/miscellaneous meetings/ monthly informational meetings
- Preparation of permit renewals and other regulatory submittals
- Provide Value Engineering – analyze, evaluate, review and make recommendation for revisions concerning studies, reports, agreements, designs, operation and maintenance procedures and proposed construction improvements.
- Provide financial assistance and guidance for grants and other funding sources.
- Assist the City before Federal and State regulatory agencies, including, but not limited to, EPA, Florida DEP, Florida Department of Health and Water Management Districts
- Provide technical assistance with agreements/negotiations.
- Provide survey, design and construction management of City utility expansion, modification, and repair projects as directed and authorized.
- Complete environmental assessment services as required.
- Assist with planning for new development and review of new development design plans.
- Complete updates to the water and/or wastewater hydraulic model and system expansion evaluations
- Coordination with engineers/consultants for the Utilities Department as may be required.
- Provide support for emergency circumstances.
- Mechanical, Electrical and Plumbing (MEP) design and construction management.

The selected firm(s) shall have an office staffed with professional technical personnel to prepare, assemble, and present reports and/or project construction plans and specifications to the City. The reports will include items such as design standards, preliminary analysis, and progress.

Project Lists: List may adjust per priorities and funding.

- Water Transmission Oversizing
- Master Plan Distribution Improvements
- Sludge Press
- Master Pumping Station and Forcemain
- Water Treatability Implementation
- Southwest Water Plant Expansion
- Direct Potable Reuse Pilot Plant Project
- Water Pipeline Bridge Replacements

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

Proposer must be certified to practice engineering in accordance with Florida Statute 471 and have proven professional experience in the disciplines listed. Experience must have been demonstrated in systems of similar size and complexity of those in the North Port Utilities Department. Minimum experience shall be demonstrated in the following:

- State of Florida licensed engineering firm.
- State of Florida licensed professional engineer as client manager.
- State of Florida licensed professional geologist on staff or subconsultant.
- Design, permitting, construction and operation of surface water treatment plants in Florida.
- Design, permitting, construction and operation of low and high pressure reverse osmosis systems in Florida.
- Design, permitting, construction and operation of aquifer storage and recovery well systems in Florida.
- Design, permitting, construction and operation of wastewater reclamation facilities.
- Design, permitting, construction and operation of deep injection well systems.
- Design, permitting, construction and operation of force main, master pumping and lift station systems including gravity collection and vacuum sewer systems.
- Design, permitting, construction and operation of nitrification/denitrification activated sludge (Modified Ludzak-Ettinger) wastewater treatment facilities.
- Preliminary engineering and feasibility investigations (Basis of Design Reports) engineering estimates, value engineering cost analyses, and peer design reviews.
- Design and construction-phase services including start to finish coordination of the interdisciplinary work of design and construction engineering including utilities operations input and reviews, complete bid services, contract management services, contract closeout, as-built-drawing certification, State Revolving Fund (SRF) required documentation, final punch lists and follow up throughout warranty period.
- Management for utilities operations of similar size, scope and complexity as North Port Utilities’ systems (see Part I).
- Professional ability to represent the City before any and all regulatory agencies and City departments as necessary.
- Minimum three (3) consecutive years of engineering/design services related directly to the disciplines seeking qualification, preferably for governmental agencies.
- Team members proposed to provide project management or technical expertise services for this contract shall hold a current State of Florida Professional Engineer’s license or State of Florida Professional Geologist’s license.

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.

**REFERENCES/CLIENT LISTING:** The City will only entertain proposals from proposers with a minimum of three (3) years’ experience in projects of similar scope and size. Additionally,

Proposers shall submit a commercial client listing, with at least five (5) accounts, detailing the longevity of the accounts and disclosing the contact name, phone number, and email for each account, project description, and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire a reference; however, the Proposer is required to submit written references from his client(s).

**POST AWARD OF QUALIFICATION BASED MASTER CONTINUING CONTRACTS -  
PROCEDURE & SELECTION OF CONSULTANTS WITHIN THE CONTINUING CONTRACT:**

**Work Assignments**

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

Florida State Statute Limits – A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed **\$7.5 million**, for study activity if the fee for professional services for each individual study under the contract does not exceed **\$500,000**, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. 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, Utilities will send a Letter of Interest to all qualified firms awarded the continuing services agreement in the specified category. 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 in the specified category 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. Conflict of Interest form,
  - f. Disclosure form for Consultant/Engineer/Architect; and,
  - g. Scrutinized Company Certification Form
  - h. E-Verify Certification Form
- 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:**

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.** Subcontractor mark-up.

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

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

**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.

**Professional Service Contracts in the RFP include, but not limited to, the following:**

- 1. Category 2 - Water, Wastewater, and Reclaimed Water Conveyance Systems: Assistance with the study, permitting, design, CEI, and O&M activities associated water/wastewater/reclaimed water distribution, collection and transmission systems as well as utility relocations within the City of North Port and Florida Department of Transportation (FDOT) rights of way.**
  
- 2 Category 3 - Water, Wastewater, and Reclaimed Water Planning: Assistance with the evaluation of the OWNER's service area needs for growth planning. Work efforts may include evaluating growth and new service impacts to the utility, surface and ground water resource management, consumptive use permitting, system engineering reports, flow monitoring data analysis, master planning efforts and updates, Geographical Information System (GIS) analytics, as well as hydraulic modeling.**

Attachment B To Continuing Contract No. 2025-12.07– FEE SCHEDULE

**GIFFELS-WEBSTER ENGINEERS, INC.-HOURLY RATES**

**Professional Utility Engineering Services – Continuing Contract  
City of North Port – RFP No. 2025-12**

<b>Labor Category</b>	<b>Hourly Rate</b>
Clerical-Technical Services	\$75.00 per hour
Construction Inspector	\$135.00 per hour
CADD Drafter	\$85.00 per hour
Engineering CADD Technician	\$110.00 per hour
Senior Engineering CADD Technician	\$125.00 per hour
Design Engineer	\$160.00 per hour
Construction Administrator	\$160.00 per hour
Project Manager	\$200.00 per hour
Principal Engineer	\$275.00 per hour
Expert Witness	\$350.00 per hour

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

Permit Fees: Cost

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

**Clerical-Technical Services:**

Technical support services including correspondence, permitting assistance, contracts, proposals, bookkeeping, and general administrative support.

**Construction Inspector:**

Senior inspector overseeing other inspectors and reports to the Construction Administrator. Also monitors construction to ensure compliance with plans and specs. 5+ years' experience.

**Engineer Technician:**

Entry-level technician assisting with drafting, plan assembly, and research to support senior designers.

**Senior Engineering Technician:**

Design technician with 15+ years of experience in civil engineering projects including site, utility, and structural design.

**Design Engineer:**

Entry-level engineer or Engineer-in-Training providing technical assistance and design support for senior professional engineers.

**Construction Administrator:**

Senior-level role with 15+ years in civil site/utility construction. Manages construction inspectors, pay requests, specification compliance, meetings, change orders, and field project management.

**Project Manager:**

Registered Professional Engineer or Senior Project Manager with 5+ years of experience. Responsible for design, administration, and implementation of civil projects.

**Principal Engineer, P.E.:**

Firm principal providing senior-level oversight, QA/QC, and strategic guidance for engineering efforts.

**Expert Witness:**

Provides independent, impartial, and unbiased technical analysis in support of litigation or claims processes.

Attachment C To Continuing Contract No. 2025-12.07 – WORK ASSIGNMENT FORM



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



WORK ASSIGNMENT

CONSULTANT: GIFFELS-WEBSTER ENGINEERS, INC

CONTINUING CONTRACT NO. & TITLE: 2025-12.07 PROFESSIONAL UTILITY ENGINEERING SERVICES - CONTINUING SERVICES CONTRACT

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #: \_\_\_\_\_

SHORT TITLE: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

AMOUNT (LUMP SUM): \_\_\_\_\_

SCHEDULED COMPLETION: \_\_\_\_\_

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 20\_\_\_\_\_

Table with 3 columns: DEPARTMENT, CITYWIDE (completed by Purchasing), and rows for 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

## Attachment 1.1 To Continuing Contract No. 2025-12.07

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. Proof of Worker's Compensation coverage or Worker's Compensation Exemption 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. Proof of current Auto Liability insurance only. 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 To Continuing Contract No. 2025-12.07

**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 \$1,000,000 per occurrence; and with a \$1,000,000 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.

**UNLESS THE PARTIES HAVE AGREED TO AN OPT-OUT PURSUANT TO FLORIDA STATUTES SECTION 558.005(1), AN EMPLOYED DESIGN PROFESSIONAL, OR AN AGENT OF THE CONSULTANT IS NOT INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THE COURSE AND SCOPE OF THIS CONTRACT FOR ECONOMIC DAMAGES SO LONG AS THE CONSULTANT MAINTAINS THE LIMITS OF PROFESSIONAL LIABILITY INSURANCE AS PROVIDED IN THIS ATTACHMENT.**

## Attachment 2.2 To Continuing Contract No. 2025-12.07

**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 To Continuing Contract No. 2025-12.07

**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



\_\_\_\_\_  
Name



\_\_\_\_\_  
Title



\_\_\_\_\_  
Date

Attachment 6 To Continuing Contract No. 2025-12.07

**NON-COLLUSIVE AFFIDAVIT**

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

Jonathan H. Cole who, being first duly sworn, deposes and says that:

1. Affiant is the President of Giffels-Webster Engineers, 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 December 5, 2025.

[Signature]  
 Signature  
Jonathan H. Cole  
 Printed Name  
President  
 Title

**SWORN ACKNOWLEDGMENT**

STATE OF Florida  
COUNTY OF Charlotte

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 5 day of December 2025, by Jonathan Cole

[Signature]  
Notary Public

Personally Known  OR Produced Identification   
Type of Identification Produced n/a





Attachment 8 To Continuing Contract No. 2025-12.07

**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 Consultant, 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, Jonathan H. Cole, being an authorized representative of the Consultant, have read and understand the contents above.

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

Telephone #: 941-475-7981 Fax #: 941-474-4285  
Federal ID #: 38-2749086 Email: Jcole@gwefl.com

[Signature]  
Signature of Consultant's Authorized Representative

Jonathan H. Cole, P.E., President  
Name and Title of Consultant's Authorized Representative

12/5/2025  
Date

**SWORN ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF Charlotte

Sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_ online notarization, this 5 day of December 2025 by Jonathan H. Cole.

[Signature]  
Notary Public – State of Florida

Personally Known X OR Produced Identification \_\_\_  
Type of Identification Produced n/a



Attachment 9 To Continuing Contract No. 2025-12.07

**DRUG FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Consultant, Giffels-Webster Engineers, 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.

*JH*  
 Signature  
Jonathan H. Cole, P.E.  
 Printed Name  
President  
 Title  
12/5/2025  
 Date

Attachment 11 To Continuing Contract No. 2025-12.07

**SCRUTINIZED COMPANY CERTIFICATION FORM**

Consultant Name: Giffels-Webster Engineers, Inc.  
Authorized Representative Name and Title: Jonathan H. Cole, Vice President  
Address: 900 Pine St. Ste 225 City: Englewood State: FL ZIP: 34223  
Phone Number: 941-475-7981 Email Address: jcole@gwefl.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]  
Signature of Consultant's Authorized Representative  
Jonathan H. Cole  
Name  
President  
Title  
12/5/2025  
Date



Attachment 15 To Continuing Contract No. 2025-12.07

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

Attachment 15 To Continuing Contract No. 2025-12.07

Giffels-Webster Engineers 38-2749086  
Company Name (Consultant) Tax ID Number

Jonathan H. Cole, P.E. [Signature]  
Authorized Representative Name Authorized Representative Signature

38-2749086  
Federal Issued Tax Identification Number CAGE Code issued through www.sam.gov

(If Social Security number DO NOT enter) DATE: 12/5/2025

## Attachment 16 To Continuing Contract No. 2025-12.07

**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 Consultant 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 Consultant have agreed as to the effect, if any, of the changes on contract price. If the parties cannot agree, the Consultant shall proceed with the work, or, in the case of a deletion, cease activities with respect to the deleted work, subject to the Consultant'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 Consultant's actual cost of the work, plus reasonable profit and overhead. Nothing in this section shall obligate Consultant to undertake work that Consultant reasonably concludes cannot be performed in a manner consistent with Consultant's safety obligations under the contract or governing laws and regulations.

Attachment 17 To Continuing Contract No. 2025-12.07

**SANCTIONS AND PENALTIES**

In the event of a breach of the terms of this Contract, the Consultant and its subconsultants 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 To Continuing Contract No. 2025-12.07**

**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 Consultant at least thirty (30) days prior to the effective date of such cancellation. In the event this Contract is terminated for convenience, Consultant 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 Consultant acknowledges and agrees that Consultant has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by the Consultant, for City's right to terminate this Contract for convenience. The Consultant 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.