



The undersigned attest to the accuracy and acceptance of the attached Work Assignment

WA number: 2026-02PW

Expected Commission Date: 06/09/2026 Agenda Item: 26-0643

Consultant

05/29/2026 | 1:24 PM EDT
DocuSigned by:
Michelle Buchholz
4C2DF20EBB7F46D...

Action History (UTC-05:00)

Submit

by Lisa Guerreiro 04-15-2026 09:29:51 AM (Start)

Submit

by Anthony Friedman 04-15-2026 09:37:55 AM (Project Manager Approval)

- The task was assigned to Anthony Friedman 4/15/2026 9:29:53 AM

Approve

by Garrett Woods 04-16-2026 04:48:05 AM (Pre-Director Approval)

- The task was assigned to Garrett Woods 4/15/2026 9:37:56 AM

Approve

by Chelsea Buell 04-22-2026 02:49:23 PM (Pre-Director Approval)

- The task was assigned to Chelsea Buell 4/16/2026 4:48:13 AM

Approve

by Chuck Speake 04-23-2026 10:10:28 AM (Director Approval)

- The task was assigned to Chuck Speake, Lamar Garlington 4/22/2026 2:49:24 PM
- Chuck Speake assigned the task to Chuck Speake 4/23/2026 10:05:14 AM

Approve

by Nicole Brown 04-23-2026 02:30:16 PM (Budget Approval)

- The task was assigned to Nicole Brown, Mary Grace Stamper, Jake Gaub 4/23/2026 10:10:31 AM
- Nicole Brown assigned the task to Nicole Brown 4/23/2026 2:27:57 PM

Reviewed

by Bernice Moen 04-23-2026 03:10:49 PM (Contract Administrator)

■ HEI fees checked - not Sub fees.

- The task was assigned to Bernice Moen, Michael White 4/23/2026 2:30:17 PM
- Bernice Moen assigned the task to Bernice Moen 4/23/2026 2:53:21 PM

Reject

by Keith Raney 04-24-2026 10:06:27 AM (Purchasing Reviewer)

■ Subconsultant's Fee Estimates are not attached for \$15,700 and \$46,500. Please attach them.

- The task was assigned to Alla Skipper, Geoff Thomas, Keith Raney, Marisa Doherty 4/23/2026 3:10:55 PM
- Keith Raney assigned the task to Keith Raney 4/23/2026 4:49:17 PM

Submit

by Lisa Guerreiro 05-12-2026 11:10:13 AM (Resubmit)

■ The backup for the subconsultant fees has been added.

- The task was assigned to Crystal Osborne, Lisa Guerreiro, Brittany Young 4/24/2026 10:06:30 AM
- Lisa Guerreiro assigned the task to Lisa Guerreiro 4/27/2026 8:26:54 AM

Submit

by Anthony Friedman 05-12-2026 11:11:17 AM (Project Manager Approval)

- The task was assigned to Anthony Friedman 5/12/2026 11:10:16 AM

Approve

by Garrett Woods 05-14-2026 09:38:05 AM (Pre-Director Approval)

- The task was assigned to Garrett Woods 5/12/2026 11:11:20 AM

Approve

by Lamar Garlington 05-22-2026 11:11:06 AM (Pre-Director Approval)

- The task was assigned to Chelsea Buell 5/14/2026 9:38:08 AM
- Michael White reassigned the task to Lamar Garlington 5/22/2026 10:55:12 AM

Approve

by Lamar Garlington 05-26-2026 10:23:11 AM (Director Approval)

- The task was assigned to Lamar Garlington 5/22/2026 11:11:08 AM

Approve

by Nicole Brown 05-26-2026 10:40:16 AM (Budget Approval)

- The task was assigned to Nicole Brown, Mary Grace Stamper, Jake Gaub 5/26/2026 10:23:14 AM
- Nicole Brown assigned the task to Nicole Brown 5/26/2026 10:40:10 AM

Reviewed

by Michael White 05-26-2026 10:43:30 AM (Contract Administrator)

Reviewed

- The task was assigned to Bernice Moen, Michael White 5/26/2026 10:40:18 AM
- Michael White assigned the task to Michael White 5/26/2026 10:41:39 AM

Approve

by Keith Raney 05-26-2026 01:00:28 PM (Purchasing Reviewer)

- The task was assigned to Alla Skipper, Geoff Thomas, Keith Raney, Marisa Doherty 5/26/2026 10:43:32 AM
- Keith Raney assigned the task to Keith Raney 5/26/2026 10:49:55 AM

Approve

by Keith Raney 05-26-2026 01:05:06 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 5/26/2026 1:00:31 PM
- Keith Raney assigned the task to Keith Raney 5/26/2026 1:04:42 PM

Approve

by Irina Kukharenko 05-27-2026 08:33:36 PM (Finance Director Approval)

- The task was assigned to Irina Kukharenko, Marilyn Martinec 5/26/2026 1:05:08 PM
- Irina Kukharenko assigned the task to Irina Kukharenko 5/27/2026 8:32:48 PM

Reviewed

by Lori Hollingshead 05-29-2026 08:15:36 AM (CM Executive Assistant)

- The task was assigned to Lori Hollingshead, Kaitlyn Griffin 5/27/2026 8:33:37 PM
- Lori Hollingshead assigned the task to Lori Hollingshead 5/29/2026 8:15:22 AM

Approve

by Julie Bellia 05-29-2026 12:20:22 PM (DCM/ACM Approval)

- The task was assigned to Julie Bellia 5/29/2026 8:15:38 AM



Work Assignment

Finance Department/Purchasing Division

Page 1

Work Assignment Type * Work Assignment	Submission Date * 04/15/2026	Selection Type * <input checked="" type="radio"/> RLI <input type="radio"/> Direct Select <input type="radio"/> Other	Grant? * <input type="radio"/> Yes <input checked="" type="radio"/> No	Fiscal Year 2026
Contract Number (?) * 2024-14.07	Contract Title * Professional Engineering Services			
Commission * <input checked="" type="radio"/> Yes <input type="radio"/> No	Agenda Item * 26-0643	Agenda Date * 06/09/2026		
Consultant Company HIGHSPANS ENGINEERING INC				
Consultant Name (?) Michelle L. Buchholz		Consultant E-mail (?) sbuchholz@highspans.com		
Department * PUBLIC WORKS	Division			
Project Manager/Engineer * ANTHONY FRIEDMAN - CITY ENGINEER		Project Manager Approver/Delegate Anthony Friedman		

Pre-Director Approvers (?)

If PM is submitting, select the pertinent Business Manager. If applicable, include director from partnering department(s).

Approver

Garrett Woods

Approver

Chelsea Buell

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. Contact or involvement with hazardous materials is not anticipated. Should hazardous materials be encountered, the City shall be informed.
3. THIS WORK ASSIGNMENT SHALL NOT EXCEED **\$500,000** & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED **\$7,500,000** PER [FLORIDA STATUTE 287.055](#) AS AMENDED. Maximum construction threshold will be adjusted annually by Legislature beginning July 1, 2025 & each July 1st thereafter.

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This Work Assignment

Short Title *
North Sumter Pedestrian Bridge Replacement

Work Assignment # *
2026-02PW

Scheduled Completion (?) *
133

Contract and Budget Overview for FY 2026

Amounts

Total previous assignments *	This Assignment	Total Work Assignments
\$0.00	\$319,912.00	\$319,912.00

Accounts

	Account *	Project	Amount *	Contingency (?)
1	306-5000-541.63-00	R26SWC	\$319,912.00	<input type="checkbox"/> Yes

Comments to Budget

Description *

Public Works/Engineering is issuing this work assignment to secure professional engineering services to design, permit, and provide limited construction phase services for the replacement of three pedestrian bridges on North Sumter Boulevard over Retention Ditches R-76 and R-86.

Attachments

A. Fee Schedule (?) *	B. Consultant Scope (?) *	C. Supporting Documentation (?) *
2026-02PW Fee Schedule.pdf 274.15KB	Proposal for 2026-02PW Design Replace of Ped Bridges-HEI 054.0 1.82MB 6.02.pdf	RLI 2026-02PW.pdf 326.26KB
	Subconsultant fee backup.pdf 714.03KB	RLI 2026-02PW Ranking Form.pdf 113.3KB
		WA 2026-02PW Highspans response.pdf 640.28KB
D. Cost Estimate/Analysis (?)	E. Supplemental Forms (?)	F. Grant (?)
	Highspans Engineering - forms.pdf 844.49KB	
G. Original Contract and Attachments (?) *	H. Amendments and Change Orders (?)	I. Renewals and Price adjustment rates
Agreement No. 2024-14.07 with HighSpans Engineering Inc.pdf 8.91MB		



OFFICE PREPARING ESTIMATE:	Downtown Fort Myers
CLIENT CONTRACT NUMBER:	CONP #2026-02PW
PROJECT NAME	Design of Replacement Pedestrian Bridges at North Sumter Blvd over R-76 and R-86
PROJECT LOCATION:	North Sumter Boulevard Over R-76 and R-86
OWNER:	City of North Port
PROJECT TYPE & DESCRIPTION:	Engineering Design Services
DATE PREPARED:	3/19/2026

STAFF PERSONNEL RATE	PRINCIPAL VAZ	CHIEF ENGINEER TMW	SR ENGINEER MJ/ESE	SR CADD DESIGNER SDS	STAFF ENGINEER JAH/RLP	SR ENG INTERN CRI/EMM	GEOTECH ENG CRG	TECHNICIAN AT
	\$339	\$285	\$225	\$141	\$165	\$120	\$210	\$81

TASK NO.	TASK NAME	HOURS								HEI FEE	SUB FEE	TOTAL FEE	%
1	Project Management, Coordination, and Quality Control	2	71	20	13	61	41	0	2	\$42,393	\$0	\$42,393	13%
2A	Pedestrian Bridge Development Report	0	15	7	0	52	21	1	16	\$18,456	\$15,700	\$34,156	11%
2B	Geotechnical Materials Testing and Analysis	<i>*See attached Geotechnical Project Estimate</i>								\$11,856	\$13,708	\$25,563	8%
3	Plans, Specifications, Construction Cost Estimates, and Permitting	0	58	56	213	317	84	5	43	\$126,081	\$46,500	\$172,581	54%
4	Post Design Services	1	56	0	0	160	21	0	0	\$45,219	\$0	\$45,219	14%
SUBTOTAL		3	200	83	226	590	167	6	61	\$244,005	\$75,908	\$319,912	100%

AGREEMENT NO. 2024-14.07
PROFESSIONAL ENGINEERING SERVICES – CONTINUING SERVICES CONTRACT FOR
CITY OF NORTH PORT

THIS CONTINUING CONTRACT (“Agreement” or “Contract”) is made and entered into this 25 day of FEB 2025 by and between the City of North Port, a municipal corporation of the State of Florida (“City”) and **HIGHSPANS ENGINEERING, INC.**, a Florida Profit Corporation, registered to conduct business in the State of Florida, whose principal place of business is **2121 McGregor Blvd., Suite 200, Ft. Myers, FL 33901** (“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. 2024-14 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 February 25 2028, 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. Travel related expenses and costs including labor.
 - b. Four (4) sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, fax, copies, printing, and postage.
 - d. Subconsultant mark-up.
- (4) The City's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

B. METHOD OF PAYMENT

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

3. 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. NO HIRE

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

12. NOTICES

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

As to the City: Anthony Friedman, P.E., PTOE, Project Manager
City of North Port
Public Works Department
1100 N. Chamberlain Blvd.
North Port, FL 34286
TEL 941.240.8098
EMAIL: afriedman@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: HIGHSPANS ENGINEERING, INC.
Vince Zaliauskas, PE, Principal
2121 McGregor Blvd., Suite 200,
Fort Myers, FL 33901
TEL 239.433.7010
EMAIL: vincez@highspans.com

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

13. ATTORNEYS' FEES

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

14. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2024-14 or Consultant's response, which are made a part hereof by reference, the Agreement shall control.

15. E-VERIFY

The City, Consultant and every subconsultant shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A Consultant who enters a contract with a subconsultant, must require that the subconsultant provides the Consultant a certification by affidavit stating that at the time of such certification and during the term of the contract, the subconsultant does not and will not employ, contract, or subcontract with an unauthorized alien, who

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

16. SCRUTINIZED COMPANIES

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

17. FORCE MAJUERE

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

- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

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

- (6) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 - (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - (9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

18. MISCELLANEOUS

A. AUTHORITY TO EXECUTE AGREEMENT

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

B. BINDING EFFECT/COUNTERPARTS

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

C. GOVERNING LAW AND VENUE

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

D. NO AGENCY

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

E. SEVERABILITY

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

F. HEADINGS

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

G. COMPLETE AGREEMENT

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

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

H. AMENDMENT

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

I. ASSIGNMENT

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

J. NON-DISCRIMINATION

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

19. ATTACHMENTS AND OTHER SUPPLEMENTAL TERMS AND CONDITIONS

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

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
- ATTACHMENT 2.2 – CONSTRUCTION RELATED SERVICES INDEMNITY, DEFENSE, AND RELEASE
- ATTACHMENT 3 – FEMA PROVISIONS
- ATTACHMENT 4 – DAVIS BACON ACT – MINIMUM WAGE RATE
- ATTACHMENT 5 – CERTIFICATION REGARDING LOBBYING
- ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT
- 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
HIGHSPANS ENGINEERING, INC.

By: *Vincent Zaliauskas*
VINCENT ZALIAUSKAS, PE
PRINCIPAL

SWORN ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of January 2025, by Vincent Zaliauskas (name), as President (title) for High Spans Engineering, Inc. (entity).

Michelle Abrams
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on February 05, 2025

CITY OF NORTH PORT, FLORIDA



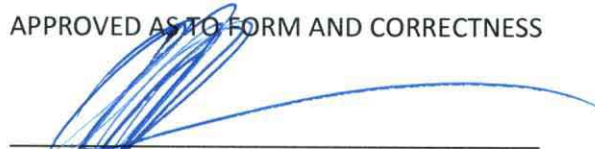
A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST



HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS



MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

Attachment A To Continuing Contract No. 2024-14.07– 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 roadway and drainage infrastructure and facilities management including but not limited to data collection, feasibility studies, inspections, compliance assistance, cost estimates, program planning, project management, specifications writing, designing, detailing, surveying, legal descriptions, bidding assistance, permitting, resolution of regulatory issues, land acquisition services, mechanical, electrical and plumbing (MEP), geotechnical studies and testing, pavement coring, construction engineering, construction management and inspection, emergency issues, traffic studies, signal design, signing, striping, maintenance of traffic and any other items that may arise on an as-needed basis.

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 Department of Public Works staff.

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

1. General consultation/miscellaneous meetings/ monthly informational meetings
2. Assistance in development of needed ordinances and/or other Comprehensive or Master Plan amendments
3. Assist in the development and updating of the Road and Drainage Standard Specifications and Details
4. Annual report for bond covenants for filing with Comprehensive Annual Financial Report (CAFR)
5. Preparation of permit renewals and other regulatory submittals
6. Provide Value Engineering – analyze, evaluate, review and make recommendation for revisions concerning studies, reports, agreements, designs, operation and maintenance procedures and proposed construction improvements.
7. Provide financial assistance and guidance for grants and other funding sources.
8. 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
9. Provide technical assistance with agreements/negotiations.
10. Provide survey, design and construction management of City Road and drainage expansion/repair projects as directed and authorized.
11. Complete environmental assessment services as required.
12. Geodatabase updates, enhancements, and maintenance.
13. Coordination with engineers/consultants for the Department of Public Works as may be required.
14. Provide support for emergency circumstances.
15. Signal warrant analysis, speed studies, traffic impact analysis and intersection control studies
16. Geotechnical investigations and testing
17. Pavement coring and pavement condition reports

18. 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.

POTENTIAL PROJECTS: Projects will vary

Potential Projects: The following projects are anticipated within the next five (5) years. A continuing contract with the City does not guarantee these projects will be accomplished by one of the selected firms nor within the next five years. For example, the City may decide to do some of the work in-house; CEI may be limited; or some of the project timelines may be extended depending on need and budget availability.

- I. Drainage/Stormwater Infrastructure
 - a. SWFWMD/ACOE permitting assistance for various projects.
 - b. Design services for replacement of Water Control Structures
 - c. Stormwater modeling
 - d. NPDES Permitting Assistance
- II. Roadway and Transportation Infrastructure
 - a. Signal Warrant Analysis and Studies
 - b. Intersection Control Analysis and studies
 - c. Signal Timing Studies
 - d. Signal Design and coordination
 - e. Traffic Impact Analysis/Studies (TIA/TIS)
 - i. Prepare TIA/TIS for city projects.
 - ii. Review TIA/TIS submitted to the City by Developers
 - f. Intersection Improvement projects
 - g. Multi-use trails studies and design
 - h. Bike lane addition
 - i. Bridge Inspections and Condition Reports
 - j. Bridge Design
 - k. Bridge Retrofits
 - l. Traffic Modeling and forecasting
- III. Construction Engineering and Inspection (CEI)
 - a. Price Boulevard widening from Sumter Boulevard to Toledo Blade Boulevard
 - b. Biscayne Drive Bike Lanes extension from Elyton Drive to Ponce de Leon
 - c. Several Trail Projects
 - d. Several Intersection Improvement projects
- IV. Facilities Maintenance
 - a. Building retrofits and modifications
 - b. HVAC System improvements/replacements
 - c. MEP repairs and retrofits.

Additional miscellaneous work may include, but not be limited to, the following:

1. General consultation.
2. Staff assistance.
3. Project programming, conceptual designs, schedules, and cost estimates.

- 4 Value engineering – analyze, evaluate, review and make recommendation(s) for revisions concerning analyses, reports, agreements, designs, operation and maintenance procedures and proposed construction improvements.
5. Assistance in development of needed ordinances and/or Comprehensive Plan amendments.
6. Complete Environmental Assessment Services including Threshold and Endangered Species Evaluation and Wetland Delineations in support of design projects.
7. Provide expert testimony in design and construction related hearings or litigation.
8. Other City departments requiring professional engineering and contracted services may utilize the awarded continuing contracts.

Work shall include services that are required for, but not limited to, evaluation, report preparation, design, bidding services, construction cost estimation, and CEI.

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

The selected firm(s) shall work in close cooperation and coordinate their work through North Port Public Works staff.

The consultant shall perform all the services specified in accordance with generally accepted professional standards. The consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and comply with applicable practices, codes, laws, ordinances, regulations, and restrictions. The consultant services will include the necessary public works engineering and other professional services that consist of record services for basis of design reports, design and specifications, bid and construction services, construction permits, preparation of as-built drawings based on value engineering practices.

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

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

Consultant 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 Public Works. Minimum experience shall be demonstrated in the following:

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

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

PROCEDURE & SELECTION OF CONSULTANTS WITHIN THE CONTINUING CONTRACT:

Work Assignments

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

Florida State Statute Limits – A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed **\$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, Public Works will send a Letter of Interest to all qualified firms awarded the continuing services agreement. The letter of interest that will include, but not be limited to, the following information along with request for interested firms to submit a qualifications-based proposal for the specific project.
 - a. Project description
 - b. General scope of work
 - c. Goals of project
 - d. Potential unknowns
 - e. Any special conditions associated with the project.
 - f. Proposed schedule for project
 - g. Proposed budget for project.
 - h. Limited references request
 - i. Limited page limit on qualifications-based project-specific proposal; and,
 - j. Deadline for submittal of qualifications-based proposal for the project.
- ii) Each firm shall then have the opportunity to submit a qualifications-based proposal for the specific project.
- iii) City staff will evaluate the qualifications-based proposals on general criteria including, but not limited to, the following:
 - a. Understanding of project and required deliverables.
 - b. Ability and relevant expertise/qualifications of the firm's personnel to be used in performing the service.
 - c. Availability of staff and ability to meet project schedule.
 - d. Evaluations on prior City projects.
 - e. Firm's proposed cost saving measures for the project,
 - f. Conflict of Interest form,
 - g. Disclosure form for Consultant/Engineer/Architect; and,
 - h. Scrutinized Company Certification Form
 - i. 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.

RATE ADJUSTMENTS:

The city will allow rate adjustments to be submitted for each successive year prior to the end of the current contractual year. Increases to hourly rates are subject to City Manager review and approval. Rates are to be firm for each one-year period. No price adjustments will be considered mid-year. Adjustments should not exceed the Bureau of Labor Statistics, Consumer Price Index for the industry in the North Port market area.

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.

CONSULTANT QUALIFIED PROFESSIONAL SERVICE CATEGORIES

ATTACHMENT A - RFP NO. 2024-14 PROFESSIONAL ENGINEERING SERVICES - CONTINUING SERVICES CONTRACTS FOR THE CITY OF NORTH PORT

<i>Professional Service Categories sought in this RFP include, but not limited to, the following:</i>	
Roadway Design	Construction Engineering Inspection
X Pavement Design	X Roadway Construction Inspection
X Utility Coordination	X Construction Materials Inspection
X Intersection Improvements	X Minor Bridge Inspection
X Roadway Widening	X Major Bridge Inspection
	X Contract Administration and Management
Drainage & Environmental	
X Drainage Studies & Modeling	Planning
X Drainage Design	Policy Planning
Environmental Studies	System Planning
X Environmental Permitting	Corridor Planning
	Transportation Statistics
Structures Design	
X Miscellaneous structures	Landscape Architecture
X Water Control Structures	Landscape plans
X Bridge Design	Irrigation plans
	Others:
Bridge Inspections	
X Bridge Load Ratings	Right of Way/Land Acquisition
Conventional Bridge Inspection	Acquisition, Negotiation, Closing
Underwater Inspections	Order of Taking
X Other: Bridge Inspection and Structural Analysis	Business Damage Estimating
	Relocation Assistance
Traffic Studies	
Signal Warrant Analysis	Mechanical, Electrical & Plumbing (MEP)
X Intersection Control Studies	X Building retrofits
No-Passing Zone Studies	HVAC Design and plans preparation
X Signal Timing Studies	HVAC Inspection
Traffic Impact Analysis/Studies	MEP Design and plans preparation
Speed Studies	
Others:	Surveying
	Control Surveying
Traffic Operations	Design, ROW and Construction Surveying
X Signing and Pavement Marking Plans	Right of Way Mapping
Lighting Plans	As-build preparation
X Signalization Plans	
	Other Services
Soil, Material Testing and Foundations	
X Soil Exploration	
X Soil Lab Testing	
X Material Testing	
X Foundation Studies	

Attachment B To Continuing Contract No. 2024-14.07– FEE SCHEDULE

HIGHSPANS ENGINEERING, INC. - HOURLY RATES

Job Classification	Highspans
	Billable Rate (\$/hour)
Principal Engineer	\$339.00
Chief Engineer	\$285.00
Senior Project Manager	\$240.00
Project Manager	\$195.00
Senior Engineer	\$225.00
Geotechnical Engineer	\$210.00
Project Engineer	\$195.00
Staff Engineer	\$165.00
Sr. Engineer Intern	\$120.00
Engineer Intern	\$105.00
Junior Scientist	\$120.00
Senior CADD Designer	\$141.00
CADD Designer	\$111.00
CADD Technician	\$81.00
Construction Project Administrator	\$165.00
Senior Construction Manager	\$137.50
Senior Inspector	\$110.00
Junior Inspector	\$82.50
Admin. Assistant	\$90.00

Attachment C To Continuing Contract No. 2024-14.07 – WORK ASSIGNMENT FORM



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



WORK ASSIGNMENT

CONSULTANT: HIGHSPANS ENGINEERING, INC.

CONTINUING CONTRACT NO. & TITLE: 2024-14.07 PROFESSIONAL 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 \$4,000,000 PER FLORIDA STATUTE

Attachment 1.1 To Continuing Contract No. 2024-14.01

GENERAL INSURANCEA. Insurance.

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

B. Workers' Compensation and Employers' Liability Insurance. Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 for each accident; \$500,000 each employee; and \$500,000 policy limit for bodily injury or disease. Proof of insurance must be filed by the Consultant with the City within **ten (10) calendar days** after the Effective Date of this Contract.

C. Comprehensive Commercial General Liability Insurance. The Consultant must procure and maintain, and require all subconsultants to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.

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

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

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

The policy must include liability insurance with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for Bodily Injury; \$1,000,000 per accident for Bodily Injury; and \$1,000,000 per accident for Property Damage. Proof of such insurance must be filed by the Consultant with the City within **ten (10) calendar days** after the Effective Date of this Contract.

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

F. Policy Form.

- (1) All policies required by this Contract, except for Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Consultant must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Contract, and required of the Consultant, must be provided by or on behalf of all subconsultants to cover their operations performed under this Contract. The Consultant is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subconsultants.
- (3) Each insurance policy required by this Contract must:
 - (a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - (b) Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Consultant is to notify the City's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.

- (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- (5) The Consultant is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether the City is an insured under the policy. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City.
- (6) All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract. All required certificates of insurance must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the work and a minimum of **thirty (30) calendar days** prior to expiration of the insurance Contract when applicable. All insurance certificates must be received by the City's Purchasing Division before the Consultant commences or continues work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract.
- (7) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed pursuant to this Contract must be provided to Consultant's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Consultant.

Attachment 1.2 To Continuing Contract No. 2024-14.07

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. 2024-14.07

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. 2024-14.07

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

Michelle L Buchholz

Name

SVP & CFO

Title

1-13-2025

Date

Attachment 6 To Continuing Contract No. 2024-14.07


NON-COLLUSIVE AFFIDAVIT

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

Michelle L Buchholz who, being first duly sworn, deposes and says that:

1. Affiant is the SVP & CFO of HighSpans Engineering, Inc, 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 1-13, 2025



 Signature
Michelle L Buchholz

 Printed Name
SVP & CFO

 Title

SWORN ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of January 2025, by Michelle L Buchholz.

Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____



Attachment 7 To Continuing Contract No. 2024-14.07

CONFLICT OF INTEREST FORM

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

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

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

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

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

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

None of the Above

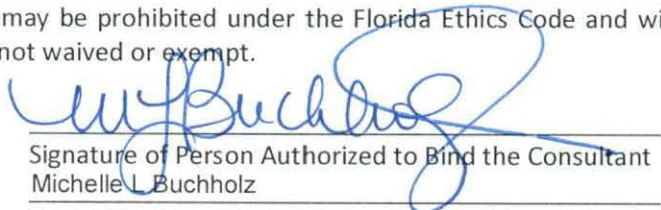
PART II: Will you request an advisory board member waiver?

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

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

N/A

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



Signature of Person Authorized to Bind the Consultant
Michelle L. Buchholz

Printed Name
SVP & CFO

Title
1-13-2025

Date

Attachment 8 To Continuing Contract No. 2024-14.07

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, Michelle L Buchholz, 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 #: 239-573-8912 Fax #: 888-449-2462

Federal ID #: 77-0681624 Email: sbuchholz@highspans.com



Signature of Consultant's Authorized Representative

Michelle L Buchholz, SVP & CFO

Name and Title of Consultant's Authorized Representative

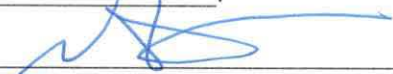
1-13-2025

Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of January 2025, by Michelle L Buchholz.


Notary Public – State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____



Attachment 9 To Continuing Contract No. 2024-14.07

DRUG FREE WORKPLACE FORM

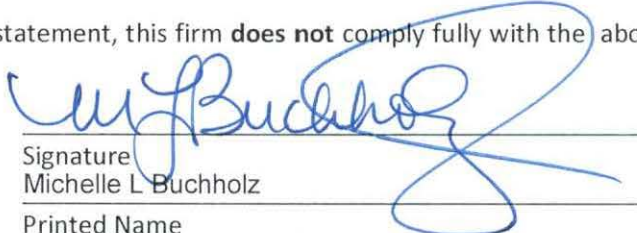
The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Consultant, HighSpans Engineering, Inc _____ (Company Name):

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

Check one:

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

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



Signature
Michelle L Buchholz

Printed Name
SVP & CFO

Title
1-13-2025

Date

Attachment 11 To Continuing Contract No. 2024-14.07

SCRUTINIZED COMPANY CERTIFICATION FORM

Consultant Name: HighSpans Engineering, Inc
Authorized Representative Name and Title: Michelle L Buchholz, SVP & CFO
Address: 2121 McGregor Blvd. #200 City: Fort Myers State: FL ZIP: 33901
Phone Number: 239-433-3000 Email Address: sbuchholz@highspans.com

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

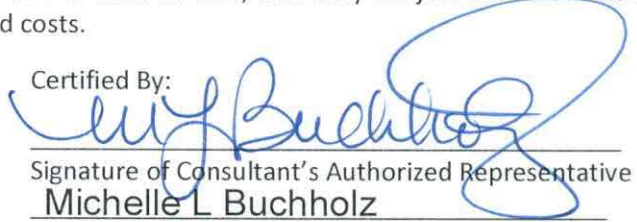
A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the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

CHOOSE ONE OF THE FOLLOWING

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

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

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

Certified By: 
Signature of Consultant's Authorized Representative
Michelle L Buchholz
Name
SVP & CFO
Title
1-13-2025
Date

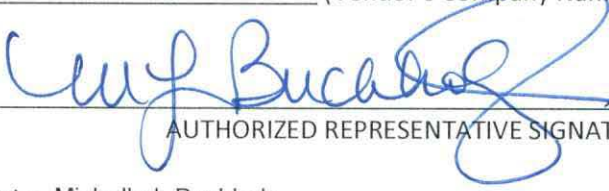
Attachment 12 To Continuing Contract No. 2024-14.07

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

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

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

VENDOR: HighSpans Engineering, Inc. (Vendor's Company Name)

Certified By: 
 AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Michelle L Buchholz

Date Certified: 1-13-2025

Attachment 15 To Continuing Contract No. 2024-14.07

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.

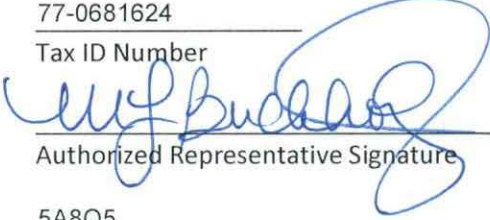
The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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. 2024-14.07

<u>HighSpans Engineering, Inc</u>	<u>77-0681624</u>
Company Name (Consultant)	Tax ID Number
<u>Michelle L Buchholz</u>	
Authorized Representative Name	Authorized Representative Signature
<u>77-0681624</u>	<u>5A8Q5</u>
Federal Issued Tax	CAGE Code issued through www.sam.gov
Identification Number	
(If Social Security number DO NOT enter)	DATE: <u>1-13-2025</u>

Attachment 16 To Continuing Contract No. 2024-14.07

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. 2024-14.07

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. 2024-14.07

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.

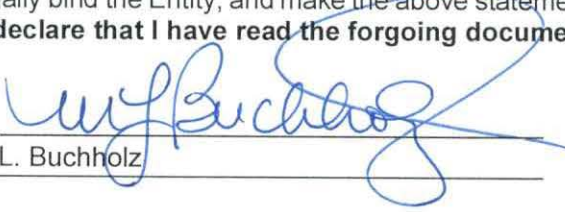
Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the City of North Port.

The undersigned, on behalf of HighSpans Engineering, Inc. ("Entity"), verifies the following:

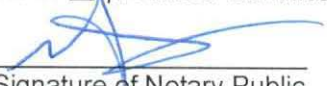
- A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the City of North Port ("City") from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:
 - **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).
- C. I understand that this affidavit applies to any City contract executed, renewed, or extended for the duration of the contract; and the Entity must execute and submit this affidavit at least annually in the vendor registration and renewal process.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature:  Date: 1-13-2025
Printed Name: Michelle L. Buchholz Title: SVP & CFO

STATE OF Florida
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of January, 2025, by Michelle L. Buchholz, as SVP & CFO of HighSpans Engineering, Inc, the Entity, and is personally known to me or produced identification. Type of Identification produced _____.


Signature of Notary Public
Michelle Abrams
Name of Notary Typed, Printed or Stamped
My Commission Expires: 11-3-2028



AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

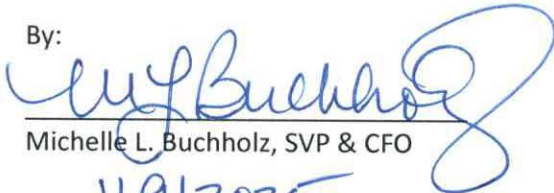
1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies, if purchasing real property, with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. If purchasing real property, Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

ENTITY

HIGHSPANS ENGINEERING, INC.

By:



Michelle L. Buchholz, SVP & CFO

11/9/2025

Date

CONFLICT OF INTEREST FORM

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

PART I.

- I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)
- I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____
- An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____
- None Of The Above

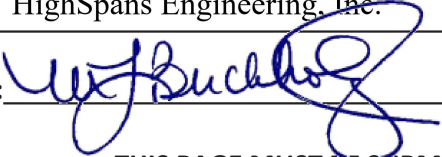
PART II:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

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

COMPANY: HighSpans Engineering, Inc.

SIGNATURE: 

THIS PAGE MUST BE SUBMITTED WITH LETTER OF INTEREST

**DISCLOSURE FORM
FOR
CONSULTANT/ENGINEER/ARCHITECT**

Please select (only) one of the following three options:

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

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

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

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

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

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

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

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

BUSINESS NAME: HighSpans Engineering, Inc.

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Michelle L. Buchholz

SIGNATURE:  **DATE:** 01/13/2026

THIS PAGE MUST BE SUBMITTED WITH LETTER OF INTEREST

Scrutinized Company Certification Form

Company Name: HighSpans Engineering, Inc.

Authorized Representative Name and Title: Michelle L. Buchholz, SVP & CFO

Address: 2121 McGregor Blvd, Suite 200 City: Fort Myers State: FL ZIP: 33901

Phone Number: 239-433-3000 Email Address: SBuchholz@HighSpans.com

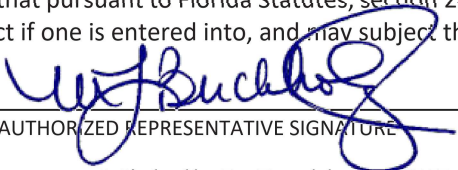
A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized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

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

CHOOSE ONE OF THE FOLLOWING

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

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

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Michelle L. Buchholz, SVP & CFO

Date Certified: 01/13/2026

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

THIS PAGE MUST BE SUBMITTED WITH LETTER OF INTEREST

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

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

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

VENDOR: HighSpans Engineering, Inc. (Vendor's Company Name)

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Michelle L. Buchholz, SVP & CFO

Date Certified: 01/13/2026

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Proposed Scope of Services



Project Name:	2026-02PW - Design of Replacement Pedestrian Bridges at North Sumter Blvd over R-76 and R-86		
Contract Name:	Professional Engineering Services – Continuing Services Contracts for City of North Port Public Works		
Client:	City of North Port		
Contract No:	2024-14.07	HEI TWO No:	054.06.02
Consultant:	HighSpans Engineering, Inc.	Client PM:	Anthony Friedman, PE, PTOE

BACKGROUND

This scope of services includes the engineering design, permitting, and limited construction phase services for the City of North Port for replacement of three existing timber pedestrian bridges adjacent to Sumter Blvd. and crossing Retention Ditches R-76 and R-86 that have recently been closed due to deterioration. The following are the locations and dimensions of each of the three existing bridges:

1. Adjacent to Sumter Blvd. over Canal R-86
 - Location: 27°05'19.1"N 82°12'31.8"W
 - Bridge Length: 50' and Width: 8'-0"
2. Adjacent to SB Sumter Blvd. over Canal R-76
 - Location: 27°05'35.1"N 82°12'30.3"W
 - Bridge Length: 50' and Width: 8'-0"
3. Adjacent to NB Sumter Blvd. over Canal R-76
 - Location: 27°05'33.9"N 82°12'28.0"W
 - Bridge Length: 50' and Width: 8'-0"

TASK 1 – PROJECT MANAGEMENT, COORDINATION AND QUALITY CONTROL

- Project kick-off meeting with Public Works/Engineering staff to review the project, identify/clarify/refine project tasks, formulate strategies, discuss the schedule, and discuss any other pertinent items.
- Progress meetings with City staff throughout the design as required.
- Coordination with the City of North Port and affected utility owners.
- Perform Quality Control & Quality Assurance reviews for all deliverables.

TASK 2A & 2B

This Task will include:

2A – PEDESTRIAN BRIDGE DEVELOPMENT REPORT

- Bypass feasibility evaluation and final recommendation regarding the possible bypass of the bridge over Retention Ditch R-86 via the nearby existing culvert. This will be based on survey data from Pennoni including topography and property boundaries of the site as well as coordination with City utilities and drainage staff as required.
- Assess the existing bridge foundations and provide a recommendation as to whether they can be utilized to support the proposed (recommended) superstructures. Note that original plans are not available so the analysis will utilize an evaluation of historical records from the same time period as the original construction to estimate concrete strength and reinforcement in end bent spread footings. Analysis will also be based on geotechnical investigations listed in Task 2B.

Proposed Scope of Services



- Provide preliminary cost estimates and construction duration estimates with recommendations for superstructure, substructure and foundations based on economy and service life at all three bridge sites including superstructure design with prefabricated steel truss and precast concrete double-T beam.
- Provide preferred alternative report summarizing recommended superstructure, substructure and foundations at each bridge site including a recommendation on the bypass at R-86 and reuse of existing foundations with the assumption that these recommendations will be carried through to Task 3.
- Perform topographic survey at all 3 bridge sites to support the preliminary analysis and final design. See Task 4 – Surveying Services in the attached proposal from Pennoni and Associates for additional details.

2B – GEOTECHNICAL MATERIALS TESTING AND ANALYSIS

- Perform geotechnical investigation and analysis at all 3 bridge sites to support the existing foundation analysis and final design. See attached Geotechnical Services proposal from Arehna Engineering, Inc. for additional details, along with lab testing estimate. Geotechnical investigation will include the following:
 - a. Three (3) SPT borings to a depth of 75 feet, one at each bridge location.
 - b. Laboratory testing to characterize soil bearing capacity for existing foundation assessment and provide values for final design of new bridge foundations.

TASK 3 – PLANS, SPECIFICATIONS, CONSTRUCTION COST ESTIMATES AND PERMITTING

- Coordination with the City of North Port staff and affected utility owners within the project limits.
- Coordination with all jurisdictional agencies including SWFWMD, USACE, and FDEP to apply for necessary permits including addressing Requests for Additional Information (RAIs). It is assumed that floodplain compensation will be satisfied by net positive cut and fill calculations and therefore stormwater modeling is not necessary.
- Environmental permitting through USACOE, FDEP, and SWFWMD at each bridge location. See environmental services scope from Pennoni and Associates for details.
- Perform analysis and design for the following items in accordance with City of North Port, FDOT, AASHTO LRFD, and FBC code requirements. Note that replacement bridge clear width shall be 8'-0" to match existing structures.
 - a. Two Replacement bridges and associated approach sidewalks at Retention Ditch R-76.
 - b. Replacement bridge and associated approach sidewalks at Retention Ditch R-86 or bypass sidewalk with required drop-off protection per preferred alternative selection by City of North Port.
- Plans and Specifications signed and sealed by a Florida Registered Professional Engineer and suitable for public bidding for construction of the project.
- Engineer's estimate of probable cost to be submitted with 60%, 90%, 100%, and final signed and sealed plans submittal.
- Construction duration estimate to be submitted with 90%, 100%, and final signed and sealed plans submittal.
- Bid schedule in Excel file format to be submitted with 100% and final signed and sealed plans submittal.

Proposed Scope of Services



Deliverables:

All submitted documents (drawings, specifications, etc.) will meet the statutory requirements for plans filed for public record.

1. Preferred Alternative Memorandum – Recommendations and cost estimates developed from the preferred alternative analysis.
2. 60% Deliverable - Permitting Plans, Specifications, and Engineer’s Opinion of Probable Cost (EOPC).
3. 90% Deliverable – Substantially complete Plans, Specifications, Engineer’s Opinion of Probable Cost (EOPC), and estimated construction duration.
4. 100% Deliverable - Complete Plans, Specifications, Engineer’s Opinion of Probable Cost (EOPC), estimated construction duration, and bid schedule.
5. Final Deliverable – Final signed and sealed Plans, Specifications, and Engineer’s Opinion of Probable Cost (EOPC) as well as final estimated construction duration and bid schedule.

TASK 4 – POST DESIGN SERVICES

Services covered during post design and construction phases include and are limited to the following:

- Attendance at one (1) pre-con meeting; additional fees apply if additional pre-con meetings are required.
- Attendance at one (1) pre-bid meeting; additional fees apply if additional pre-bid meetings are required.
- Attendance at ten (10) progress meeting throughout construction contract duration.
- Review and approval of all shop drawings and submittals required by the plans.
- Review and respond to all requests for information (RFI).
- Two (2) site visits during construction to examine work and verify general conformance with structural plans.
- Conduct one (1) final site visit to verify general conformance with structural plans and provide a final certification letter.

Post-Design Services Terms and Exclusions:

- Review of re-designs by the contractor are not included in the post-design services scope.
- No bid evaluation or DELORA are included in this scope.
- Site visits during construction will focus on correspondence with Client to report on general findings, formal inspection reports will not be included in this scope.
- Fees include 360 days (12 Months) of project management; additional fees apply if this time is exceeded.

Contract Duration:

The Consultant’s contact duration will be 730 days, beginning on the date of the issued Notice to Proceed from the County.

Total Proposed Fee: **\$319,912.00 LS**

See attached Staff Hour / Fee Estimates for details.

Proposed Scope of Services



EXCLUDED SERVICES AND DESIGN CHANGES

The professional services to be provided by HighSpans Engineering, Inc., are limited to those described in the Scope of Services above. Work is to be restricted to the pedestrian bridge structures and sidewalk approaches listed and shall not pertain to any other adjacent structures. The bridges are assumed not to be in a regulatory floodway; and, subsequently, no FEMA No-Rise certifications are assumed to be required. An Environmental Resource General Permit could possibly be required for the bypass alternative but is neither anticipated nor included for the bridge replacements as a general permit exemption will be pursued. Should an Environmental Resource General Permit be required for the bridge replacements, then additional fees would be applicable for additional permitting effort. If substantive changes are made after 90% submittal, then additional fees would be applicable to incorporate changes. Services not identified in this scope are specifically excluded, including, but not limited to the following items:

- Architectural/Landscape/Hardscape/Irrigation/Lighting/Electrical/Plumbing/Planning and Zoning.
- Legal services.
- City/County site development permits are not required.
- All permitting fees are to be paid by City.



March 2, 2026

HIGHS26001P

HighSpans Engineering, Inc.
Attn: Mr. Thomas M. Waits, P.E.
2121 McGregor Boulevard, Suite 200
Fort Myers, FL 33901

RE: City of North Port Pedestrian Bridges Replacement Project
North Port, FL

Dear Mr. Waits:

Thank you for the opportunity to submit this proposal for environmental services for the three proposed pedestrian bridge replacement projects located along Sumter Boulevard in North Port, Florida.

SCOPE OF SERVICES

Pennoni will implement a multi-task approach to complete the scope of services for this project. The following tasks will be utilized:

- ▶ TASK 1 – ENVIRONMENTAL SITE ASSESSMENT AND PERMITTING FOR BRIDGE OVER CANAL R-86 (BRIDGE #5)
- ▶ TASK 2 – ENVIRONMENTAL SITE ASSESSMENT AND PERMITTING FOR BRIDGE OVER CANAL R-76 (SOUTHBOUND) (BRIDGE #6)
- ▶ TASK 3 – ENVIRONMENTAL SITE ASSESSMENT AND PERMITTING FOR BRIDGE OVER CANAL R-76 (NORTHBOUND) (BRIDGE #8)
- ▶ TASK 4 – SURVEYING SERVICES

Task 1 – Environmental Site Assessment and Permitting for Bridge #5

Jurisdictional Wetlands/Waters of the U.S. (WOTUS) Determination

Pennoni Environmental Scientists will establish the boundaries of the on-site wetlands and WOTUS within the project limits in accordance with Southwest Florida Water Management District (SWFWMD) and U.S. Army Corps of Engineers (USACE) methodologies. The wetland and WOTUS limits will be flagged or identified in the field to the extent practicable and the locations of the on-site wetlands and WOTUS will be documented as accurately as practicable on an aerial photograph. Please note that state and federal regulatory agency personnel will have to approve the wetland and WOTUS limits through a jurisdictional wetland determination during the permitting process and therefore, the wetland and WOTUS limits are subject to change.

Protected Species Survey

Pennoni Environmental Scientists will conduct an on-site protected species survey of the project area in accordance with methodologies outlined by the Florida Fish and Wildlife Conservation Commission (FWC) to identify and document the presence of listed species inhabiting the site that are regulated by the U.S. Fish and Wildlife Service (FWS) and the FWC. Please note that protected species-specific surveys and formal consultation with the FWS are not included as part of this task. Additional protected species surveys and consultation with the FWS may be required pending the outcome of the initial findings of the protected species survey.

Environmental Site Assessment Report

Pennoni Environmental Scientists will prepare an environmental site assessment report after completion of the initial site visit to the subject property. The report will include the following for the project area: a description of the project purpose and location, a summary of the project permit history that is available to the public (if applicable), a description of the site conditions, detailed descriptions of each on-site vegetative community and their associated levels of exotic vegetation, a summary of the soils mapped within the project area, a detailed description of the protected species survey results, a location map, an aerial map, a Florida Land Use Cover and Forms Classification System (FLUCFCS) map, a soils map, and a protected species survey transect map. Additional project-specific information regarding potential wetland or other surface water impacts and associated mitigation will be addressed as part of the permitting services noted below.

Permitting Services for Bridge #5

Pennoni Environmental Scientists will provide environmental support services and prepare the environmental permitting information required for obtaining a General Permit (GP) from the SWFWMD and a Section 404 of the Clean Water Act Nationwide Permit (NWP) from the USACE (if required). Services include coordination and attendance at one on-site meeting with SWFWMD staff and one on-site meeting with USACE staff, and one response to requests for additional information from each of the two agencies for permit issuance. Please note that it is anticipated that a permit under Section 10 of the Rivers and Harbors Act of 1899 from the USACE will not be required as the retention ditch is not tidally influenced in the project area.

Miscellaneous Environmental / Project Management Support Services for Bridge #5

Pennoni Environmental Scientists will provide miscellaneous environmental support services and attend team coordination and agency meetings that may require the expertise of an environmental consultant on request. Pennoni Environmental Scientists will also provide project management and coordination services for the Bridge #5 project.

Task 2 - Environmental Site Assessment and Permitting for Bridge #6

Jurisdictional Wetlands/Waters of the U.S. (WOTUS) Determination

Pennoni Environmental Scientists will establish the boundaries of the on-site wetlands and WOTUS within the project limits in accordance with Southwest Florida Water Management District (SWFWMD) and U.S. Army Corps of Engineers (USACE) methodologies. The wetland and WOTUS limits will be flagged or identified in the field to the extent practicable and the locations of the on-site wetlands and WOTUS will be documented as accurately as practicable on an aerial photograph. Please note that state and federal regulatory agency personnel will have to approve the wetland and WOTUS limits through a jurisdictional wetland determination during the permitting process and therefore, the wetland and WOTUS limits are subject to change.

Protected Species Survey

Pennoni Environmental Scientists will conduct an on-site protected species survey of the project area in accordance with methodologies outlined by the Florida Fish and Wildlife Conservation Commission (FWC) to identify and document the presence of listed species inhabiting the site that are regulated by the U.S. Fish and Wildlife Service (FWS) and the FWC. Please note that protected species-specific surveys and formal consultation with the FWS are not included as part of this task. Additional protected species surveys and consultation with the FWS may be required pending the outcome of the initial findings of the protected species survey.

Environmental Site Assessment Report

Pennoni Environmental Scientists will prepare an environmental site assessment report after completion of the initial site visit to the subject property. The report will include the following for the project area: a description of the project purpose and location, a summary of the project permit history that is available to the public (if applicable), a description of the site conditions, detailed descriptions of each on-site vegetative community and their associated levels of exotic vegetation, a summary of the soils mapped within the project area, a detailed description of the protected species survey results, a location map, an aerial map, a Florida Land Use Cover and Forms Classification System (FLUCFCS) map, a soils map, and a protected species survey transect map. Additional project-specific information regarding potential wetland or other surface water impacts and associated mitigation will be addressed as part of the permitting services noted below.

Permitting Services for Bridge #6

Pennoni Environmental Scientists will provide environmental support services and prepare the environmental permitting information required for obtaining a General Permit (GP) from the SFWMD and a Section 404 of the Clean Water Act Nationwide Permit (NWP) from the USACE (if required). Services include coordination and attendance at one on-site meeting with SFWMD staff and one on-site meeting with USACE staff, and one response to requests for additional information from each of the two agencies for permit issuance. Please note that it is anticipated that a permit under Section 10 of the Rivers and Harbors Act of 1899 from the USACE will not be required as the retention ditch is not tidally influenced in the project area.

Miscellaneous Environmental / Project Management Support Services for Bridge #6

Pennoni Environmental Scientists will provide miscellaneous environmental support services and attend team coordination and agency meetings that may require the expertise of an environmental consultant on request. Pennoni Environmental Scientists will also provide project management and coordination services for the Bridge #6 project.

Task 3 - Environmental Site Assessment and Permitting for Bridge #8Jurisdictional Wetlands/Waters of the U.S. (WOTUS) Determination

Pennoni Environmental Scientists will establish the boundaries of the on-site wetlands and WOTUS within the project limits in accordance with Southwest Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (USACE) methodologies. The wetland and WOTUS limits will be flagged or identified in the field to the extent practicable and the locations of the on-site wetlands and WOTUS will be documented as accurately as practicable on an aerial photograph. Please note that state and federal regulatory agency personnel will have to approve the wetland and WOTUS limits through a jurisdictional wetland determination during the permitting process and therefore, the wetland and WOTUS limits are subject to change.

Protected Species Survey

Pennoni Environmental Scientists will conduct an on-site protected species survey of the project area in accordance with methodologies outlined by the Florida Fish and Wildlife Conservation Commission (FWC) to identify and document the presence of listed species inhabiting the site that are regulated by the U.S. Fish and Wildlife Service (FWS) and the FWC. Please note that protected species-specific surveys and formal consultation with the FWS are not included as part of this task. Additional protected species surveys and consultation with the FWS may be required pending the outcome of the initial findings of the protected species survey.

Environmental Site Assessment Report

Pennoni Environmental Scientists will prepare an environmental site assessment report after completion of the initial site visit to the subject property. The report will include the following for the project area: a description of the project purpose and location, a summary of the project permit history that is available to the public (if applicable), a description of the site conditions, detailed descriptions of each on-site vegetative community and their associated levels of exotic vegetation, a summary of the soils mapped within the project area, a detailed description of the protected species survey results, a location map, an aerial map, a Florida Land Use Cover and Forms Classification System (FLUCFCS) map, a soils map, and a protected species survey transect map. Additional project-specific information regarding potential wetland or other surface water impacts and associated mitigation will be addressed as part of the permitting services noted below.

Permitting Services for Bridge #8

Pennoni Environmental Scientists will provide environmental support services and prepare the environmental permitting information required for obtaining a General Permit (GP) from the SFWMD and a Section 404 of the Clean Water Act Nationwide Permit (NWP) from the USACE (if required). Services include coordination and attendance at one on-site meeting with SFWMD staff and one on-site meeting with USACE staff, and one response to requests for additional information from each of the two agencies for permit issuance. Please note that it is anticipated that a permit under Section 10 of the Rivers and Harbors Act of 1899 from the USACE will not be required as the retention ditch is not tidally influenced in the project area.

Miscellaneous Environmental / Project Management Support Services for Bridge #8

Pennoni Environmental Scientists will provide miscellaneous environmental support services and attend team coordination and agency meetings that may require the expertise of an environmental consultant on request. Pennoni Environmental Scientists will also provide project management and coordination services for the Bridge #8 project.

Task 4 – Surveying Services

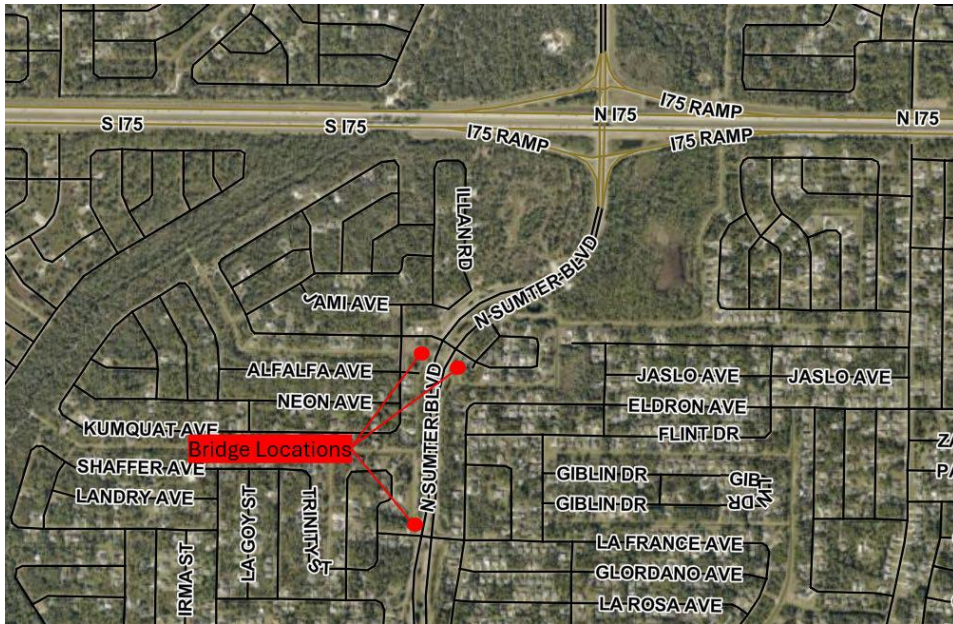
Scope of Services: In accordance with the Florida Standards of Practice for Land Surveys, Chapter 5J-17, Florida Administrative Code, Pennoni Survey Department will provide professional surveying and mapping services necessary to provide a Topographic Survey for the North Port Pedestrian Bridge Replacement project as depicted in Exhibit “A” below:

1. Locate boundary and/or right-of-way line(s)
2. Locate and depict aboveground improvements on the survey.
3. Horizontally coordinate the survey to the Florida State Plane Coordinate System, North American Datum 1983, adjustment 2011 (NAD83/11)
4. Provide spot elevations and one-foot (+/-) contours based on North American Vertical Datum 1988 (NAVD88). The spot elevations will extend to the limits in Exhibit “A”. With special attention to:
 - Existing structures.
 - Existing hydraulic opening of the existing bridges.
 - Sizes of culverts within boundaries and box culverts adjacent to boundaries.
 - Existing sidewalk locations throughout.
5. Establish two (2) horizontal and vertical Survey Control Points.
6. Provide invert information on accessible stormwater and sanitary sewer structures.
7. Locate trees with diameters greater than 6 inches at DBH (DBH, Diameter at Breast Height is the tree trunk diameter measured 4.5 feet above the ground). In areas of dense tree coverage, only the edge of the tree line will be depicted.
8. Locate the wetland line if delineated by others prior to the field survey.
9. Contract with a sub-consultant to delineate underground utility locations by using ground-penetrating radar (GPR) and conventional electromagnetic (EM) pipe and cable locators.
10. Locate markings for underground utilities depicted on the ground surface by the sub-consultant.
11. Conduct site/parcel research, field coordination, and quality control measures as deemed necessary by Pennoni in order to produce the survey.
12. Provide a digital CAD file of the survey from Autodesk Civil 3D 2024, excluding title block and certifications.
13. Provide an electronic PDF copy of the survey for the above-referenced site, signed and sealed by a Florida Licensed Professional Surveyor and Mapper in accordance with Chapter 472, F.S., Professional Survey and Mapping

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

1. Excavation and location of underground improvements
2. Location of the ordinary high-water line (OHWL)
3. Owner and Encumbrance Report
4. Delineation of wetlands
5. ALTA/NSPS Land Title Survey
6. Boundary Survey
7. Information related to invert(s) of utility structures that are obstructed and/or inaccessible (by the client or otherwise)
8. Location of shrubs, and/or landscaping features
9. Pavement markings and roadway signage location
10. Accuracy verification of information provided by others.
11. Any services not expressly stated in the Scope of Services herein.

Exhibit "A"
Location Map



Possible Bypass Route for Bridge over R-86





5012 W. Lemon Street
Tampa, Florida 33609
Ph 813.944.3464 | Fax 813.944.4959

February 24, 2026

Christopher Gallagher, PE
HighSpans Engineering, Inc.
13850 Treeline Ave. S., Suite 11
Fort Myers, FL 33913

Via Email: CGallagher@HighSpans.com

Subject: Proposal for Geotechnical Engineering Services
Sumter Boulevard
North Port, Florida
AREHNA B.Prop-26-063

AREHNA Engineering, Inc. is pleased to present this proposal to provide geotechnical engineering services for the referenced project. This proposal summarizes our understanding of the project, presents our scope of services, and provides a proposed scope, fee and schedule.

Project Description

The project site is located at 3 pedestrian bridges adjacent to Sumter Boulevard from La France Avenue to Lady Slipper Avenue in North Port, Florida. We have been requested to perform 3 SPT borings to a depth of 75 feet below existing grades.

Based on recent aerial images, the site appears to be accessible to AREHNA's truck mounted drilling rig. We assume all of the borings within grassed areas.

Scope of Services

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Obtain City of North Port ROW permit to perform the requested services.
- Perform three Standard Penetration Test (SPT) borings to a depth of 75 feet below existing grades at the locations specified by the client. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter.
- Provide copies of all field logs and provide all soil samples to client at the time of the fieldwork.



OFFICE PREPARING ESTIMATE:	Downtown Fort Myers
CLIENT CONTRACT NUMBER:	CONP #2026-02PW
PROJECT NAME	Design of Replacement Pedestrian Bridges at North Sumter Blvd over R-76 and R-86
PROJECT LOCATION:	North Sumter Boulevard Over R-76 and R-86
OWNER:	City of North Port
PROJECT TYPE & DESCRIPTION:	Engineering Design Services
DATE PREPARED:	3/19/2026

STAFF PERSONNEL RATE	PRINCIPAL VAZ	CHIEF ENGINEER TMW	SR ENGINEER MJ/ESE	SR CADD DESIGNER SDS	STAFF ENGINEER JAH/RLP	SR ENG INTERN CRH/EMM	GEOTECH ENG CRG	TECHNICIAN AT
	\$339	\$285	\$225	\$141	\$165	\$120	\$210	\$81

TASK NO.	TASK NAME	HOURS								HEI FEE	SUB FEE	TOTAL FEE	%
1	Project Management, Coordination, and Quality Control	2	71	20	13	61	41	0	2	\$42,393	\$0	\$42,393	13%
2A	Pedestrian Bridge Development Report	0	15	7	0	52	21	1	16	\$18,456	\$15,700	\$34,156	11%
2B	Geotechnical Materials Testing and Analysis	<i>*See attached Geotechnical Project Estimate</i>								\$11,856	\$13,708	\$25,563	8%
3	Plans, Specifications, Construction Cost Estimates, and Permitting	0	58	56	213	317	84	5	43	\$126,081	\$46,500	\$172,581	54%
4	Post Design Services	1	56	0	0	160	21	0	0	\$45,219	\$0	\$45,219	14%
SUBTOTAL		3	200	83	226	590	167	6	61	\$244,005	\$75,908	\$319,912	100%

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for City of North Port Pedestrian Bridge Replacements

PENNONI ASSOCIATES INC

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate to Be Charged
Senior Principal Professional	\$340.00
Principal Professional	\$300.00
Senior Professional	\$242.00
Project Professional	\$232.00
Staff Professional	\$220.00
Associate Professional	\$216.00
Graduate Professional	\$188.00
Technician III	\$160.00
Technician II	\$158.00
Technician I	\$144.00
Survey Crew	\$215.00
Senior Field Technician	\$178.00
Field Technician	\$134.00
Laboratory Technician	\$118.00
Building Code Official	\$140.00
Project Assistant	\$104.00

*NOTE: A separate personnel hourly rate schedule should also be attached for each Subconsultant listed in Exhibit "D".

Geotechnical Project Estimate				
Prepared By:	HighSpans Engineering, Inc. / Christopher Gallagher			
Client:	City of North Port			
Project:	CONP Ped Bridge Replacements			
Location:	North Port, Florida			
Type:	Pedestrian Bridge, eval of existing & design			
Assumed # of Strata	5			
Hours Calculation				
Task	Allowance	Additional	Total Hours	Rounded
1.1 Scope of Work (MAT Senior Engineer)	2.00	0.00	2.00	2
1.2 Soil Investigation Program Design (MAT Senior Engineer)	2.00	0.00	2.00	2
1.2 Soil Investigation Program Design (MAT EI)	1.00	0.00	1.00	1
1.3 Mobilization (MAT Senior Engineer)	0.00	0.00	0.00	0
1.3 Mobilization (MAT EI)	2.00	0.00	2.00	2
1.4 On Site Investigation (MAT Senior Engineer)	0.00	0.00	0.00	0
1.4 On Site Investigation (MAT EI)	12.00	0.00	12.00	12
1.5 Lab Testing / Lab Data (MAT Senior Engineer)	1.00	0.00	1.00	1
1.5 Lab Testing / Lab Data (MAT EI)	0.00	0.00	0.00	0
1.6 Boring Log (MAT Senior Engineer)	1.00	0.00	1.00	1
1.6 Boring Log (MAT EI)	3.00	0.00	3.00	3
1.6 Boring Log (MAT CADD)	2.00	0.00	2.00	2
1.7 Report & Associated Documents (MAT Senior Engineer)	8.00	0.00	8.00	8
1.7 Report & Associated Documents (MAT EI)	6.00	0.00	6.00	6
1.8 Project QA/QC (MAT Senior Engineer)	2.00	0.00	2.00	2
1.8 Project QA/QC (MAT EI)	4.00	0.00	4.00	4
1.9 Project Management (MAT Chief Engineer)	1.00	0.00	1.00	1
Budget Summary				
Drilling Services Summary:				
	Units	Rate	Total	
Proposed Drillers Fee - See attached	1	\$13707.50	\$13,707.50	
			Subtotal:	\$13,707.50
Man-Hour Summary:				
	Total Hours	Rate	Total	
MAT CADD/Computer Technician	2	\$158.40	\$316.80	
MAT Chief Engineer	1	\$356.27	\$356.27	
MAT Engineer Intern	28	\$145.20	\$4,065.60	
MAT Senior Engineer	16	\$274.07	\$4,385.04	
			Subtotal:	\$9,123.71
MOT Summary:				
	Total Hours	Rate	Total	
701 Attenuator Truck w/Driver	0	\$198.52	\$0.00	
708 Channelization Devices (Set of 20/Day)	0	\$2.00	\$0.00	
Off Duty Law Enforcement Officer - Trooper	0	\$75.00	\$0.00	
Off Duty Law Enforcement Officer - Travel Per Shift	0	\$75.00	\$0.00	
Off Duty Law Enforcement Officer - Administration Fee	0	\$4.00	\$0.00	
			Subtotal:	\$0.00
Testing Summary:				
	Total	Rate	Total	
104 - T27 Gradation	5	\$124.59	\$622.93	
302 - Concrete Break	0	\$58.52	\$0.00	
305 - Concrete Core	0	\$342.12	\$0.00	
401 - Hand Auger (LF)	0	\$18.63	\$0.00	
434 - GPR	0	\$525.75	\$0.00	
446 - Hand Auger + Static Cone Penetrometer (LF)	0	\$43.26	\$0.00	
447 - Hand Auger + Dynamic Cone Penetrometer (LF)	0	\$36.67	\$0.00	
805 - Corrosion Series	0	\$688.27	\$0.00	
810 - Limerock Bearing Ratio	0	\$688.27	\$0.00	
811 - T89 Liquid Limit	5	\$113.08	\$565.40	
812 - T11 Percent Passing #200 Sieve	5	\$84.34	\$421.69	
817 - Soil Moisture Content	10	\$30.18	\$301.84	
819 - Organics Content	3	\$78.49	\$235.46	
821 - T88 Particle Size Analysis (with hydrometer)	0	\$301.87	\$0.00	
822 - T88 Particle Size Analysis (without hydrometer)	0	\$124.77	\$0.00	
826 - T90 Plastic Limit	5	\$116.92	\$584.60	
			Subtotal:	\$2,731.91
			Total Estimate:	\$25,563.11

HighSpans Engineering, Inc. - Materials Testing Fees Project Name: City of North Port Timber Pedestrian bridges Project Location: City of North Port, Florida				
Item	Unit	Rate	Quantity	Total
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	\$208.73		\$0.00
104-Aggregate Sieve Analysis of Fine & Coarse AASHTO T27	Test	\$124.59	5	\$622.93
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$152.94		\$0.00
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$70.85		\$0.00
108-Aggregate Unit Mass & Voids AASHTO T19	Test	\$89.96		\$0.00
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$177.25		\$0.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	\$559.34		\$0.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$563.50		\$0.00
211-Asphalt Pavement Coring – 6in dia with Base Depth Check	Each	\$322.09		\$0.00
212-Asphalt Pvmnt Coring – 6in dia without Base Depth Check	Each	\$261.62		\$0.00
300-Concrete Beam Flexural Testing ASTM C78	Test	\$90.56		\$0.00
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	\$56.35		\$0.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$58.52		\$0.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$95.59		\$0.00
304-Concrete Masonry Unit Sampling & Testing ASTM C140	Test	\$217.45		\$0.00
305-Concrete Pavement Coring - 4in Dia	Each	\$342.12		\$0.00
306-Concrete Pavement Coring - 6in Dia	Each	\$402.49		\$0.00
401-Geo Auger Borings - Hand Auger	LF	\$18.63		\$0.00
421-Geo Dynamic Pile Testing/Pile Driving Analyzer*	Day	\$660.00		\$0.00
434-Geo Ground Penetrating Radar (GPR)	Hour	\$525.75		\$0.00
446-Geo Hand Auger with DCP (0-50 ft)	LF	\$43.26		\$0.00
447-Geo Hand Auger with SCP (0-50 ft)	LF	\$36.67		\$0.00
451-Geo Pile Integrity Testing*	Day	\$212.30		\$0.00
523-Geo Vibration & Noise Monitoring*	Day	\$342.58		\$0.00
524-Geo Vibration Monitoring*	Day	\$342.58		\$0.00
602-Mobilization - Vibration Monitoring Equipment	Each	\$402.49		\$0.00
603-Mobilization Asphalt Coring Equipment	Each	\$603.75		\$0.00
606-Mobilization Concrete Coring	Each	\$603.75		\$0.00
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$688.27		\$0.00
811-Soils Liquid Limit AASHTO T89	Test	\$113.08	5	\$565.40
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$84.34	5	\$421.69
817-Soils Moisture Content Laboratory AASHTO T265	Test	\$30.18	10	\$301.84
818-Soils Moisture Content Microwave AASHTO D4643	Test	\$34.21		\$0.00
819-Soils Organic Content Ignition FM 1 T-267	Test	\$78.49	3	\$235.46
820-Soils Organic Content Wet Combustion AASHTO T194	Test	\$140.39		\$0.00
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$301.87		\$0.00
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$124.77		\$0.00
825-Soils pH Soil or Water FM 5-550	Test	\$80.50		\$0.00
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$116.92	5	\$584.60
827-Soils Proctor Modified FM 1-T180	Test	\$241.49		\$0.00
828-Soils Proctor Standard AASHTO T99	Test	\$231.43		\$0.00
912 - Nuclear Density Testing	Each	\$20.90		\$0.00
Geotechnical Engineer	Hour	\$264.99		\$0.00
Geotechnical Technician	Hour	\$137.94		\$0.00
MAT Asphalt Plant Inspector	Hour	\$110.84		\$0.00
MAT CADD/Computer Technician	Hour	\$158.40	2	\$316.80
MAT Chief Engineer	Hour	\$356.27	1	\$356.27
MAT Engineer	Hour	\$228.69		\$0.00
MAT Engineer Intern	Hour	\$145.20	28	\$4,065.60
MAT Engineering Technician	Hour	\$110.84		\$0.00
MAT Engineering Technician Aide	Hour	\$102.93		\$0.00
MAT Inspector	Hour	\$110.84		\$0.00
MAT Inspector Aide	Hour	\$102.93		\$0.00
MAT Pre-stress Inspector	Hour	\$152.41		\$0.00
MAT Project Manager	Hour	\$245.42		\$0.00
MAT Secretary/Clerical	Hour	\$87.09		\$0.00
MAT Senior Asphalt Plant Inspector	Hour	\$138.55		\$0.00
MAT Senior Engineer	Hour	\$274.07	16	\$4,385.04
MAT Senior Engineering Technician	Hour	\$150.43		\$0.00
MAT Senior Inspector	Hour	\$132.62		\$0.00
MAT Technical Secretary	Hour	\$172.19		\$0.00
Senior Geotechnical Technician	Hour	\$181.50		\$0.00
Project Estimate:				\$11,855.61



Fee Estimate

Proposal No.	Proposal Date
B.Prop-26-063	2/24/2026

PREPARED BY	PREPARED FOR
AT	HighSpans

Project Name
North Port Sumter Blvd

SCOPE SUMMARY			
Item	Quantity	Depth (ft)	Total
SPT Borings (5ft Intervals)	3	75	225

A. ENGINEERING SERVICES	QUANTITY	UNIT TYPE	UNIT PRICE	SUBTOTAL
MAT Senior Engineer	1	Hour	\$ 235.00	\$ 235.00
MAT Engineer Intern	1	Hour	\$ 120.00	\$ 120.00
MAT Senior Engineering Technician	8	Hour	\$ 90.00	\$ 720.00
MAT Engineering Technician	8	Hour	\$ 70.00	\$ 560.00
MAT Technical Secretary	4	Hour	\$ 80.00	\$ 320.00
MAT Secretary/Clerical	1	Hour	\$ 65.00	\$ 65.00
TOTAL ENGINEERING SERVICES				\$ 2,020.00
B. FIELD & LAB SERVICES	QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL COST
418 Geo Drill Crew Support Vehicle	3	Day	\$ 270.00	\$ 810.00
440 Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	150	LF	\$ 8.25	\$ 1,237.50
441 Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	75	LF	\$ 10.00	\$ 750.00
478 Geo SPT Truck/Mud Bug 0-50 Ft	150	LF	\$ 18.50	\$ 2,775.00
479 Geo SPT Truck/Mud Bug 50-100 Ft	75	LF	\$ 23.00	\$ 1,725.00
488 Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	150	LF	\$ 13.00	\$ 1,950.00
489 Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	75	LF	\$ 16.00	\$ 1,200.00
514 Geo Truck/Mud Bug Mobil (30 miles straightline distance)	1	Each	\$ 740.00	\$ 740.00
- Permits	1	Actual Cost	\$ 500.00	\$ 500.00
TOTAL FIELD AND LAB SERVICES				\$ 11,687.50

For specific questions regarding this proposal, please contact:
 Andy Tao

Estimate Total \$ **13,707.50**



AREHNA | Engineering, Inc. **2025-2026 Unit Fee Schedule**

ENGINEERING SERVICES	Unit	Rate
Principal Engineer	Hour	\$ 285.00
Chief Engineer	Hour	\$ 250.00
Senior Engineer	Hour	\$ 235.00
Project Manager	Hour	\$ 175.00
Engineer	Hour	\$ 185.00
Professional Geologist	Hour	\$ 140.00
Engineer Intern	Hour	\$ 120.00
CADD/Computer Technician	Hour	\$ 110.00
Senior Inspector	Hour	\$ 105.00
Senior Engineering Technician	Hour	\$ 90.00
Inspector	Hour	\$ 80.00
Engineering Technician	Hour	\$ 70.00
Technical Secretary	Hour	\$ 80.00
Secretary/Clerical	Hour	\$ 65.00



2025-2026 Unit Fee Schedule Geotechnical Services

GEOTECHNICAL SERVICES		Unit	Rate
Field Services			
209	Asphalt Pavement Coring - 4in dia with Base Depth Check	Each	\$ 288.00
210	Asphalt Pvmnt. Coring - 4in dia without Base Depth Check	Each	\$ 235.00
211	Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	\$ 325.00
212	Asphalt Pvmnt Coring - 6in dia without Base Depth Check	Each	\$ 265.00
300	Concrete Beam Flexural Testing ASTM C78	Test	\$ 75.00
301	Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	\$ 40.00
302	Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 52.00
303	Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 76.00
305	Concrete Pavement Coring - 4in Dia	Each	\$ 288.00
306	Concrete Pavement Coring - 6in Dia	Each	\$ 325.00
307	Concrete Surface Resistivity AASHTO T358	Test	\$ 295.00
401	Geo Auger Borings-H& & Truck/Mud Bug	LF	\$ 15.00
404	Geo Backhoe (Rental without labor)	Day	\$ 900.00
406	Geo Barge (Rental without labor)	Day	\$ 6,450.00
407	Geo Chainsaw (Owned)	Day	\$ 150.00
408	Geo Concrete Pad & Cover for Monitoring Wells	Each	\$ 460.00
415	Geo Double Ring Infiltration ASTM D3385	Each	\$ 750.00
417	Geo Dozer (Rental without labor)	Day	\$ 1,120.00
418	Geo Drill Crew Support Vehicle	Day	\$ 270.00
427	Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 92.00
428	Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 94.00
429	Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 108.00
430	Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 120.00
431	Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	\$ 152.00
432	Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	\$ 475.00
433	Geo Field Perm 10-25Ft Open-End Borehole Method	Each	\$ 635.00
440	Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 8.25
441	Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 10.00
442	Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.00
443	Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
444	Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	\$ 20.00
445	Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$ 70.00
446	Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	\$ 30.00
447	Geo H& Auger with SCP (0-50 ft) ASTM D1453	LF	\$ 27.00
450	Geo Piezometer 2in 0-50 Ft	LF	\$ 61.00
462	Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	\$ 79.50
463	GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	\$ 53.00
464	Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	\$ 87.00
465	GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	LF	\$ 70.00
466	GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	\$ 100.75
467	GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	LF	\$ 81.50
468	GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	LF	\$ 113.00
469	GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	LF	\$ 103.00
470	GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	LF	\$ 145.00
471	GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	LF	\$ 110.00
478	Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 18.50
479	Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 23.00

GEOTECHNICAL SERVICES		Unit	Rate
480	Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 35.00
481	Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 47.00
482	Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$ 61.00
488	Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$ 13.00
489	Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$ 16.00
490	Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$ 21.00
491	Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$ 26.00
492	Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	LF	\$ 27.00
498	Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	\$ 14.50
499	Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	\$ 17.00
500	Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	\$ 21.00
501	Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	\$ 24.00
502	Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	LF	\$ 27.00
508	Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	\$ 19.50
509	Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	\$ 22.00
510	Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	\$ 27.00
511	Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	LF	\$ 30.00
512	Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	LF	\$ 36.00
514	Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 740.00
519	Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 215.00
520	Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 250.00
521	Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 320.00
522	Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 355.00
525	Geo Well Development	Hour	\$ 248.00
531	Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 295.00
532	Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 375.00
539	Geo Wash Boring, 0-50 Ft	LF	\$ 15.00
540	Geo Wash Boring, 50-100 Ft	LF	\$ 18.00
541	Geo Wash Boring, 100-150 Ft	LF	\$ 26.00
542	Geo Wash Boring, 150-200 Ft	LF	\$ 29.00
543	Geo Wash Boring, 200-250 Ft	LF	\$ 33.00
603	Mobilization Asphalt Coring Equipment	Each	\$ 480.00
606	Mobilization Concrete Coring	Each	\$ 480.00
612	Mobilization Drill Rig Truck Mount	Each	\$ 750.00
Laboratory Services			
800	Soils Chloride Soil or Water FM 5-552	Test	\$ 104.00
801	Soils 1-D Consolidation AASHTO T216 (more than 12 loads)	Test	\$ 135.00
802	Soils 1-D Consolidation AASHTO T216 (up to 12 loads)	Test	\$ 804.00
803	Soils Consolidation - Constant Strain ASTM D4186	Test	\$ 665.00
804	Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$ 225.00
805	Soils Corrosion Series FM 5-550 through 5-553	Test	\$ 294.00
806	Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$ 450.00
808	Soils Flexible Wall Permeability ASTM D5084	Test	\$ 615.00
809	Soils Hydrometer Only AASHTO T88	Test	\$ 198.00
810	Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$ 465.00
811	Soils Liquid Limit AASHTO T89	Test	\$ 76.00
812	Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$ 60.00
814	Soils Miniature Vane Shear Test ASTM D4648	Test	\$ 40.00
817	Soils Moisture Content Laboratory AASHTO T265	Test	\$ 25.00
818	Soils Moisture Content Microwave AASHTO D4643	Test	\$ 25.00
819	Soils Organic Content Ignition FM 1 T-267	Test	\$ 60.00
821	Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$ 225.00

GEOTECHNICAL SERVICES		Unit	Rate
822	Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$ 90.00
823	Soils Permeability Constant Head AASHTO T215	Test	\$ 430.00
824	Soils Permeability Falling Head FM 5-513	Test	\$ 395.00
825	Soils pH Soil or Water FM 5-550	Test	\$ 60.00
826	Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$ 82.00
827	Soils Proctor Modified FM 1-T180	Test	\$ 170.00
828	Soils Proctor Standard AASHTO T99	Test	\$ 170.00
829	Soils Resistivity Soil or Water FM 5-551	Test	\$ 70.00
830	Soils Shrinkage Factor AASHTO T92	Test	\$ 127.00
831	Soils Specific Gravity AASHTO T100	Test	\$ 96.00
832	Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$ 185.00
833	Soils Sulfate Soil or Water FM 5-553	Test	\$ 79.00
835	Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	\$ 754.00
836	Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	\$ 665.00
837	Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	\$ 545.00
838	Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	\$ 212.00
839	Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	\$ 253.00
Misc. Support Services			
900	Maintenance of Traffic - Lane Closure	Day	\$ 2,000.00
901	Maintenance of Traffic - Lane Closure with Flaggers	Day	\$ 2,300.00
902	Site Clearing	Day	\$ 2,400.00
903	Geophysical Survey (GPR)	Day	\$ 2,300.00
904	Utility Scanning	Day	\$ 2,000.00
905	Shallow Test Pits	Each	\$ 250.00
906	Support Boat	Day	\$ 500.00
907	Bulk or Sediment Samples	Each	\$ 95.00
	- Specialty Drilling (ATV, CPT, Mini Rig, etc.)		Quote per job
	- Specialty Lab Testing		Quote per job
	- Permits		Actual Cost

2026-02PW RLI Evaluation Form

Project:	Design of Replacement Pedestrian Bridges at North Sumter Boulevard over R-76 and R-86
RLI No.:	2026-02PW
Date of Ranking:	2/4/2026

Colliers Engineering & Design


<i>Evaluation Criteria</i>	<i>Value</i>	<i>AF</i>	<i>GS</i>	<i>MV</i>	<i>Score</i>
Understanding of Project/Deliverables	0-5	5	5	5	15
Expertise/Qualifications of Personnel	0-5	5	5	5	15
Availability of Personnel/Timeline	0-5	2	2	3	7
Evaluations/Experience	0-5	4	4	4	12
Proposed Cost Saving Measures	0-5	5	5	4	14
Quality of Proposal	0-5	4	4	4	12
		25	25	25	75

HighSpans Engineering

<i>Evaluation Criteria</i>	<i>Value</i>	<i>AF</i>	<i>GS</i>	<i>MV</i>	<i>Score</i>
Understanding of Project/Deliverables	0-5	5	5	3	13
Expertise/Qualifications of Personnel	0-5	5	5	5	15
Availability of Personnel/Timeline	0-5	5	5	4	14
Evaluations/Experience	0-5	5	5	5	15
Proposed Cost Saving Measures	0-5	5	5	4	14
Quality of Proposal	0-5	5	5	4	14
		30	30	25	85

Kisinger Campo & Associates, Corp

<i>Evaluation Criteria</i>	<i>Value</i>	<i>AF</i>	<i>GS</i>	<i>MV</i>	<i>Score</i>
Understanding of Project/Deliverables	0-5	5	5	5	15
Expertise/Qualifications of Personnel	0-5	5	5	5	15
Availability of Personnel/Timeline	0-5	1	2	2	5
Evaluations/Experience	0-5	5	5	4	14
Proposed Cost Saving Measures	0-5	3	5	4	12
Quality of Proposal	0-5	5	5	4	14
		24	27	24	75

 2/4/2026
 Anthony Friedman Date

 2/6/26
 Mike Vork Date

GHD

<i>Evaluation Criteria</i>	<i>Value</i>	<i>AF</i>	<i>GS</i>	<i>MV</i>	<i>Score</i>
Understanding of Project/Deliverables	0-5	5	5	3	13
Expertise/Qualifications of Personnel	0-5	5	5	5	15
Availability of Personnel/Timeline	0-5	5	5	5	15
Evaluations/Experience	0-5	5	5	4	14
Proposed Cost Saving Measures	0-5	3	3	4	10
Quality of Proposal	0-5	4	4	4	12
		27	27	25	79

Kimley-Horn

<i>Evaluation Criteria</i>	<i>Value</i>	<i>AF</i>	<i>GS</i>	<i>MV</i>	<i>Score</i>
Understanding of Project/Deliverables	0-5	5	5	5	15
Expertise/Qualifications of Personnel	0-5	5	5	4	14
Availability of Personnel/Timeline	0-5	1	2	2	5
Evaluations/Experience	0-5	3	3	4	10
Proposed Cost Saving Measures	0-5	3	5	4	12
Quality of Proposal	0-5	5	5	4	14
		22	25	23	70

WSP

<i>Evaluation Criteria</i>	<i>Value</i>	<i>AF</i>	<i>GS</i>	<i>MV</i>	<i>Score</i>
Understanding of Project/Deliverables	0-5	5	5	4	14
Expertise/Qualifications of Personnel	0-5	5	5	4	14
Availability of Personnel/Timeline	0-5	3	3	1	7
Evaluations/Experience	0-5	2	3	1	6
Proposed Cost Saving Measures	0-5	4	4	1	9
Quality of Proposal	0-5	3	3	3	9
		22	23	14	59

Gary Slusar  Date 2/4/26



CITY OF NORTH PORT

**PROFESSIONAL ENGINEERING SERVICES FOR CITY OF NORTH PORT
NO.
THIS IS NOT AN ORDER**

Date: 1/8/2026

Page: 1 of 3

**CITY OF NORTH PORT
Public Works Dept.
Engineering Division
1100 N. Chamberlain Blvd.
North Port, Florida 34286**

Contact Person: Anthony Friedman, P.E., PTOE, City Engineer

Contact Phone: 941.240.8098

Contact Email: afriedman@northportfl.gov

Reply No Later Than: January 23, 2026

REQUEST FOR LETTERS OF INTEREST NO. 2026-02PW

DESIGN OF REPLACEMENT PEDESTRIAN BRIDGES AT NORTH SUMTER BOULEVARD OVER R-76 AND R-86

The City of North Port Public Works Department (NPPW) is currently accepting Letters of Interest from all firms within the City's Engineering Library Contract No. 2024-14.

INTENT: It is the intent of Public Works/Engineering to secure professional engineering services to design, permit, and provide limited construction phase services for the replacement of three pedestrian bridges on North Sumter Boulevard over Retention Ditches R-76 and R-86.

BACKGROUND/SCOPE OF SERVICES:

BACKGROUND

There are three wooden pedestrian bridges located along North Sumter Boulevard. Two of these bridges cross Retention Ditch R-76 just south of Lorri Circle and one bridge crosses Retention Ditch R-86 just north of La France Avenue. Recent inspections have shown that the existing bridges have deteriorated and are no longer structurally adequate. The bridges have since been closed to the public and NPPW is seeking to have these structures demolished and replaced.

NPPW is seeking professional engineering services to develop construction ready plans and obtain relevant permits, for a pre-fabricated bridge. The City would also like to explore the possibility of reusing the existing bridge foundations to reduce cost and construction time. Lastly, it appears there is potential for the bridge adjacent to southbound Sumter Boulevard over R-86 (near La France Avenue) to be eliminated by rerouting the sidewalk over an existing culvert just northwest of the existing bridge. There are various utilities that may prevent this from being practical, however NPPW wishes to explore this possibility with the assistance of the selected engineering firm.

The bridges in question are currently closed to the public and therefore causing a disruption to the City's multimodal network. Time is of the essence to reopening the bridges and any efforts to accelerate the schedule will be greatly appreciated by NPPW.

SCOPE OF SERVICES

TASK 1 – PROJECT KICK-OFF MEETING

This task will include a project kick-off meeting with Public Works/Engineering staff to review the project, identify/clarify/refine project tasks, formulate strategies, and discuss any other pertinent items.

TASK 2 – DETERMINATION OF PREFERRED ALTERNATIVE

The selected firm shall evaluate options for the bridge type, considering cost and time implications of each bridge type. While the intention of NPPW is to replace these structures with pre-fabricated bridges, if the firm is aware of a better alternative, the City will be receptive to other ideas.

This task will also include evaluating whether the alternative sidewalk route can be utilized to eliminate the bridge over R-86.

Lastly, this task will include an assessment of the existing bridge foundations and a determination of whether the existing foundations can be reused for the new bridge or whether they will need to be demolished and replaced.

TASK 3 – BRIDGE DESIGN AND PERMITTING

This task involves the collection of any survey or data necessary to perform design and permitting services for the replacement bridge and sidewalk. The selected firm shall develop construction ready plans, specifications, and other bid documents including a construction cost estimate, construction time estimate, and bid tabulation. The firm shall obtain any necessary permitting including but not limited to SWFWMD, USACE, FDEP, etc.

Submittals shall be as follows:

- 60% plans submittal for review and comment by the City. An estimate of construction costs shall also be included in this submittal. Comments from City staff shall be provided to the Consultant for possible incorporation into the project design. Permit applications would be submitted at this design stage as well.
- 90% plans submittal for review and comment by the City. The submittal shall include any changes from the 60% plans review, written responses to the 60% submittal review comments, permitting agencies review comments, as well as refinement of design. The firm shall also produce a more detailed Engineer's Opinion of Probable Construction Cost (EOPC) and estimated construction duration. The specifications for the project will conform to the City's procurement procedures and related front-end documents. Coordination with permitting agencies regarding the applications should be on-going.
- 100% plans submittal. The 100% plans submittal shall include written responses to 90% submittal review comments, technical specifications required for the project, receipt of all necessary regulatory permits, a detailed construction bid schedule in WORD or EXCEL and a current detailed Engineer's Opinion of Probable Construction Cost (EOPC) and duration.
- Final plans submittal shall consist of signed and sealed plans, technical specifications and bid schedule that includes any changes from the 100% plans review comments and regulatory agency permits issued for the project.

DELIVERABLES

The firm shall provide an electronic copy of their plans, specifications, estimated construction cost, bid schedule, and details. The specifications and all other written material will be provided electronically in Microsoft Word format and portable document format (pdf). Once this contract is complete, the specifications, bid form and details will become property of NPPWD and the City of North Port.

PROPOSAL REQUIREMENTS

Proposals shall include a project plan which demonstrates the firm's understanding of project and required deliverables; ability and relevant expertise/qualifications of the firm's personnel to be used in performing the service; availability of staff to meet project schedule (allowing ten business days for City review/comment of each submittal); the firm's proposed cost saving measures and enhancements for the project, if any; and provide a schedule for this project.

Engineers are to provide references for at least three (3) similar projects within the last five (5) years. Name, title, email and phone numbers are required for appropriate contact for each reference. Detail the relevance of each similar project.

Proposals are to include the names of all subconsultants to be used on this project.

E-VERIFY SYSTEM: The City, contractor and every subcontractor 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 contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

ATTACHMENTS

1. Location Map and Possible Bypass Route for Bridge over R-86
2. Conflict of Interest Form
3. Disclosure for Consultant, Engineer, Architect
4. Scrutinized Companies Form
5. Vendor's Certification for E-Verify Form
6. Statement of Non-Submittal

Please Note: The Conflict of Interest Form and Disclosure for Consultant, Engineer, Architect **must be submitted** with proposals for consideration.

Any questions concerning this project must be submitted via email to Anthony Friedman at afriedman@northportfl.gov no later than **January 16, 2026**.

All firms within Contract No. 2024-14 are encouraged to submit a letter (not to exceed three single-sided pages, including references) that provides the above information and adequately expresses why it would be in the City's best interest to select the submitting firm(s).

**LETTERS OF INTEREST ARE TO BE DELIVERED TO THE PUBLIC WORKS/ENGINEERING
DEPARTMENT
ON OR BEFORE JANUARY 23, 2026 AT 2:00 P.M. (EDT) VIA EMAIL TO:**

**ANTHONY FRIEDMAN @ afriedman@northportfl.gov
and please copy
pwfinance@northportfl.gov**



March 2, 2026

HIGHS26001P

HighSpans Engineering, Inc.
Attn: Mr. Thomas M. Waits, P.E.
2121 McGregor Boulevard, Suite 200
Fort Myers, FL 33901

**RE: City of North Port Pedestrian Bridges Replacement Project
North Port, FL**

Dear Mr. Waits:

Thank you for the opportunity to submit this proposal for environmental services for the three proposed pedestrian bridge replacement projects located along Sumter Boulevard in North Port, Florida.

SCOPE OF SERVICES

Pennoni will implement a multi-task approach to complete the scope of services for this project. The following tasks will be utilized:

- ▶ TASK 1 – ENVIRONMENTAL SITE ASSESSMENT AND PERMITTING FOR BRIDGE OVER CANAL R-86 (BRIDGE #5)
- ▶ TASK 2 – ENVIRONMENTAL SITE ASSESSMENT AND PERMITTING FOR BRIDGE OVER CANAL R-76 (SOUTHBOUND) (BRIDGE #6)
- ▶ TASK 3 – ENVIRONMENTAL SITE ASSESSMENT AND PERMITTING FOR BRIDGE OVER CANAL R-76 (NORTHBOUND) (BRIDGE #8)
- ▶ TASK 4 – SURVEYING SERVICES

Task 1 – Environmental Site Assessment and Permitting for Bridge #5

Jurisdictional Wetlands/Waters of the U.S. (WOTUS) Determination

Pennoni Environmental Scientists will establish the boundaries of the on-site wetlands and WOTUS within the project limits in accordance with Southwest Florida Water Management District (SWFWMD) and U.S. Army Corps of Engineers (USACE) methodologies. The wetland and WOTUS limits will be flagged or identified in the field to the extent practicable and the locations of the on-site wetlands and WOTUS will be documented as accurately as practicable on an aerial photograph. Please note that state and federal regulatory agency personnel will have to approve the wetland and WOTUS limits through a jurisdictional wetland determination during the permitting process and therefore, the wetland and WOTUS limits are subject to change.

Protected Species Survey

Pennoni Environmental Scientists will conduct an on-site protected species survey of the project area in accordance with methodologies outlined by the Florida Fish and Wildlife Conservation Commission (FWC) to identify and document the presence of listed species inhabiting the site that are regulated by the U.S. Fish and Wildlife Service (FWS) and the FWC. Please note that protected species-specific surveys and formal consultation with the FWS are not included as part of this task. Additional protected species surveys and consultation with the FWS may be required pending the outcome of the initial findings of the protected species survey.

Environmental Site Assessment Report

Pennoni Environmental Scientists will prepare an environmental site assessment report after completion of the initial site visit to the subject property. The report will include the following for the project area: a description of the project purpose and location, a summary of the project permit history that is available to the public (if applicable), a description of the site conditions, detailed descriptions of each on-site vegetative community and their associated levels of exotic vegetation, a summary of the soils mapped within the project area, a detailed description of the protected species survey results, a location map, an aerial map, a Florida Land Use Cover and Forms Classification System (FLUCFCS) map, a soils map, and a protected species survey transect map. Additional project-specific information regarding potential wetland or other surface water impacts and associated mitigation will be addressed as part of the permitting services noted below.

Permitting Services for Bridge #5

Pennoni Environmental Scientists will provide environmental support services and prepare the environmental permitting information required for obtaining a General Permit (GP) from the SWFWMD and a Section 404 of the Clean Water Act Nationwide Permit (NWP) from the USACE (if required). Services include coordination and attendance at one on-site meeting with SWFWMD staff and one on-site meeting with USACE staff, and one response to requests for additional information from each of the two agencies for permit issuance. Please note that it is anticipated that a permit under Section 10 of the Rivers and Harbors Act of 1899 from the USACE will not be required as the retention ditch is not tidally influenced in the project area.

Miscellaneous Environmental / Project Management Support Services for Bridge #5

Pennoni Environmental Scientists will provide miscellaneous environmental support services and attend team coordination and agency meetings that may require the expertise of an environmental consultant on request. Pennoni Environmental Scientists will also provide project management and coordination services for the Bridge #5 project.

Task 2 - Environmental Site Assessment and Permitting for Bridge #6

Jurisdictional Wetlands/Waters of the U.S. (WOTUS) Determination

Pennoni Environmental Scientists will establish the boundaries of the on-site wetlands and WOTUS within the project limits in accordance with Southwest Florida Water Management District (SWFWMD) and U.S. Army Corps of Engineers (USACE) methodologies. The wetland and WOTUS limits will be flagged or identified in the field to the extent practicable and the locations of the on-site wetlands and WOTUS will be documented as accurately as practicable on an aerial photograph. Please note that state and federal regulatory agency personnel will have to approve the wetland and WOTUS limits through a jurisdictional wetland determination during the permitting process and therefore, the wetland and WOTUS limits are subject to change.

Protected Species Survey

Pennoni Environmental Scientists will conduct an on-site protected species survey of the project area in accordance with methodologies outlined by the Florida Fish and Wildlife Conservation Commission (FWC) to identify and document the presence of listed species inhabiting the site that are regulated by the U.S. Fish and Wildlife Service (FWS) and the FWC. Please note that protected species-specific surveys and formal consultation with the FWS are not included as part of this task. Additional protected species surveys and consultation with the FWS may be required pending the outcome of the initial findings of the protected species survey.

Environmental Site Assessment Report

Pennoni Environmental Scientists will prepare an environmental site assessment report after completion of the initial site visit to the subject property. The report will include the following for the project area: a description of the project purpose and location, a summary of the project permit history that is available to the public (if applicable), a description of the site conditions, detailed descriptions of each on-site vegetative community and their associated levels of exotic vegetation, a summary of the soils mapped within the project area, a detailed description of the protected species survey results, a location map, an aerial map, a Florida Land Use Cover and Forms Classification System (FLUCFCS) map, a soils map, and a protected species survey transect map. Additional project-specific information regarding potential wetland or other surface water impacts and associated mitigation will be addressed as part of the permitting services noted below.

Permitting Services for Bridge #6

Pennoni Environmental Scientists will provide environmental support services and prepare the environmental permitting information required for obtaining a General Permit (GP) from the SFWMD and a Section 404 of the Clean Water Act Nationwide Permit (NWP) from the USACE (if required). Services include coordination and attendance at one on-site meeting with SFWMD staff and one on-site meeting with USACE staff, and one response to requests for additional information from each of the two agencies for permit issuance. Please note that it is anticipated that a permit under Section 10 of the Rivers and Harbors Act of 1899 from the USACE will not be required as the retention ditch is not tidally influenced in the project area.

Miscellaneous Environmental / Project Management Support Services for Bridge #6

Pennoni Environmental Scientists will provide miscellaneous environmental support services and attend team coordination and agency meetings that may require the expertise of an environmental consultant on request. Pennoni Environmental Scientists will also provide project management and coordination services for the Bridge #6 project.

Task 3 - Environmental Site Assessment and Permitting for Bridge #8Jurisdictional Wetlands/Waters of the U.S. (WOTUS) Determination

Pennoni Environmental Scientists will establish the boundaries of the on-site wetlands and WOTUS within the project limits in accordance with Southwest Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (USACE) methodologies. The wetland and WOTUS limits will be flagged or identified in the field to the extent practicable and the locations of the on-site wetlands and WOTUS will be documented as accurately as practicable on an aerial photograph. Please note that state and federal regulatory agency personnel will have to approve the wetland and WOTUS limits through a jurisdictional wetland determination during the permitting process and therefore, the wetland and WOTUS limits are subject to change.

Protected Species Survey

Pennoni Environmental Scientists will conduct an on-site protected species survey of the project area in accordance with methodologies outlined by the Florida Fish and Wildlife Conservation Commission (FWC) to identify and document the presence of listed species inhabiting the site that are regulated by the U.S. Fish and Wildlife Service (FWS) and the FWC. Please note that protected species-specific surveys and formal consultation with the FWS are not included as part of this task. Additional protected species surveys and consultation with the FWS may be required pending the outcome of the initial findings of the protected species survey.

Environmental Site Assessment Report

Pennoni Environmental Scientists will prepare an environmental site assessment report after completion of the initial site visit to the subject property. The report will include the following for the project area: a description of the project purpose and location, a summary of the project permit history that is available to the public (if applicable), a description of the site conditions, detailed descriptions of each on-site vegetative community and their associated levels of exotic vegetation, a summary of the soils mapped within the project area, a detailed description of the protected species survey results, a location map, an aerial map, a Florida Land Use Cover and Forms Classification System (FLUCFCS) map, a soils map, and a protected species survey transect map. Additional project-specific information regarding potential wetland or other surface water impacts and associated mitigation will be addressed as part of the permitting services noted below.

Permitting Services for Bridge #8

Pennoni Environmental Scientists will provide environmental support services and prepare the environmental permitting information required for obtaining a General Permit (GP) from the SFWMD and a Section 404 of the Clean Water Act Nationwide Permit (NWP) from the USACE (if required). Services include coordination and attendance at one on-site meeting with SFWMD staff and one on-site meeting with USACE staff, and one response to requests for additional information from each of the two agencies for permit issuance. Please note that it is anticipated that a permit under Section 10 of the Rivers and Harbors Act of 1899 from the USACE will not be required as the retention ditch is not tidally influenced in the project area.

Miscellaneous Environmental / Project Management Support Services for Bridge #8

Pennoni Environmental Scientists will provide miscellaneous environmental support services and attend team coordination and agency meetings that may require the expertise of an environmental consultant on request. Pennoni Environmental Scientists will also provide project management and coordination services for the Bridge #8 project.

Task 4 – Surveying Services

Scope of Services: In accordance with the Florida Standards of Practice for Land Surveys, Chapter 5J-17, Florida Administrative Code, Pennoni Survey Department will provide professional surveying and mapping services necessary to provide a Topographic Survey for the North Port Pedestrian Bridge Replacement project as depicted in Exhibit "A" below:

1. Locate boundary and/or right-of-way line(s)
2. Locate and depict aboveground improvements on the survey.
3. Horizontally coordinate the survey to the Florida State Plane Coordinate System, North American Datum 1983, adjustment 2011 (NAD83/11)
4. Provide spot elevations and one-foot (+/-) contours based on North American Vertical Datum 1988 (NAVD88). The spot elevations will extend to the limits in Exhibit "A". With special attention to:
 - Existing structures.
 - Existing hydraulic opening of the existing bridges.
 - Sizes of culverts within boundaries and box culverts adjacent to boundaries.
 - Existing sidewalk locations throughout.
5. Establish two (2) horizontal and vertical Survey Control Points.
6. Provide invert information on accessible stormwater and sanitary sewer structures.
7. Locate trees with diameters greater than 6 inches at DBH (DBH, Diameter at Breast Height is the tree trunk diameter measured 4.5 feet above the ground). In areas of dense tree coverage, only the edge of the tree line will be depicted.
8. Locate the wetland line if delineated by others prior to the field survey.
9. Contract with a sub-consultant to delineate underground utility locations by using ground-penetrating radar (GPR) and conventional electromagnetic (EM) pipe and cable locators.
10. Locate markings for underground utilities depicted on the ground surface by the sub-consultant.
11. Conduct site/parcel research, field coordination, and quality control measures as deemed necessary by Pennoni in order to produce the survey.
12. Provide a digital CAD file of the survey from Autodesk Civil 3D 2024, excluding title block and certifications.
13. Provide an electronic PDF copy of the survey for the above-referenced site, signed and sealed by a Florida Licensed Professional Surveyor and Mapper in accordance with Chapter 472, F.S., Professional Survey and Mapping

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

1. Excavation and location of underground improvements
2. Location of the ordinary high-water line (OHWL)
3. Owner and Encumbrance Report
4. Delineation of wetlands
5. ALTA/NSPS Land Title Survey
6. Boundary Survey
7. Information related to invert(s) of utility structures that are obstructed and/or inaccessible (by the client or otherwise)
8. Location of shrubs, and/or landscaping features
9. Pavement markings and roadway signage location
10. Accuracy verification of information provided by others.
11. Any services not expressly stated in the Scope of Services herein.

SCHEDULE

We will work with the client to complete the project within a mutually agreeable schedule for the environmental services. For surveying services, upon receipt of the notice to proceed, Pennoni will promptly initiate the surveys and expect to substantially complete our services within approximately for (4) week(s).

FEE

Pennoni will complete the professional services as identified in Tasks 1 through 4 for a total fee of **\$62,200.00**

- Task 1 – Environmental Site Assessment and Permitting for Bridge #5.....(Not to Exceed) \$15,500.00**
- Task 2 – Environmental Site Assessment and Permitting for Bridge #6.....(Not to Exceed) \$15,500.00**
- Task 3 – Environmental Site Assessment and Permitting for Bridge #8.....(Not to Exceed) \$15,500.00**
- Task 4 – Surveying Services.....(Not to Exceed) \$15,700.00**

CLIENT RESPONSIBILITIES

The Client will be responsible for supplying Pennoni with the following, as possible:

- 1. It is the Client’s responsibility to provide Pennoni with a copy of the most current plans that relate to the subject property prior to the commencement of services.
- 2. The Client is responsible for providing safe access to the site, facilities, and utilities, and must notify Pennoni of potential hazard areas.

SPECIAL

- 1. We will perform our services in accordance with accepted professional standards.
- 2. Our schedule is based on average weather conditions. Because environmental field services are dependent upon the weather, unusually inclement weather will cause an adjustment in our schedule.
- 3. Other surveys, reports, or information not included in this proposal can be provided upon request as Additional Services.

BILLING AND PAYMENT

An invoice for professional services completed will be presented for payment on a monthly basis. Invoices are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

TERMS AND CONDITIONS

Pennoni Associates Inc. General Terms and Conditions (Form LE01 01/2018) are attached hereto and are considered as part of the scope of services. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

Thank you for affording us the opportunity to work with you on this project. If you have any questions, please feel free to call us.

Sincerely,
PENNONI ASSOCIATES INC.



Justin M. Hojnacki, M.S.
Senior Environmental Scientist



Betsie N. Hiatt
Office Director / Associate Vice President

Please indicate your acceptance of this proposal by signing and returning a copy as our authorization to proceed. In signing this proposal, the Client authorizes Pennoni to complete the professional services outlined in this proposal.

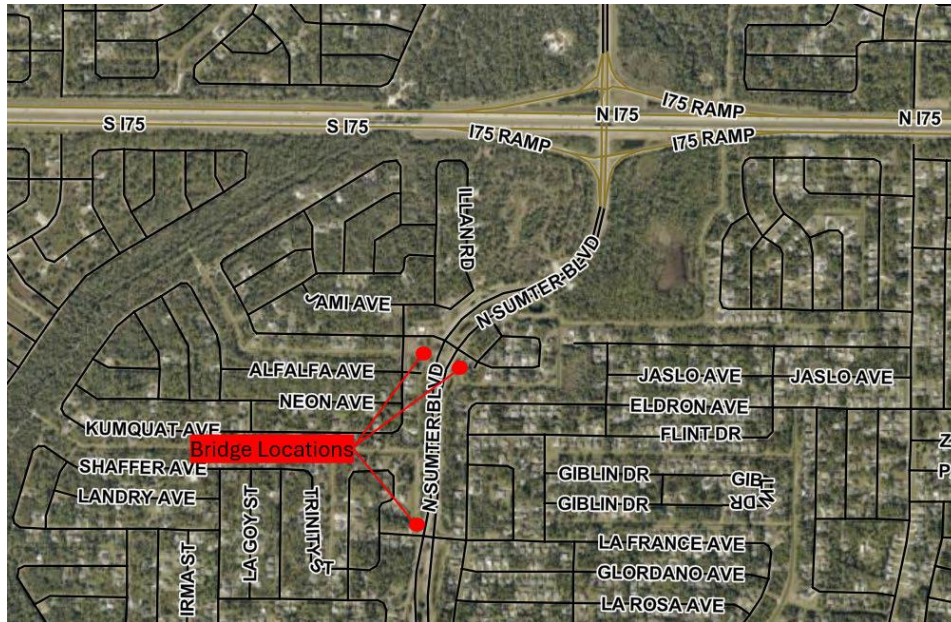
Accepted By:

(Authorized Representative of the Client)

(Print Name & Title)

(Date)

Exhibit "A"
Location Map



Possible Bypass Route for Bridge over R-86





PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS [HIGHS26001]

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

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

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.
15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the State of Florida.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.

HighSpans Engineering Inc. (HEI) is pleased to provide this letter of response to perform engineering design, permitting, and limited construction phase services for the City of North Port for replacement of three existing timber pedestrian bridges adjacent to Sumter Blvd. and crossing Retention Ditches R-76 and R-86. The Request for Letters of Interest (RLI) specifies the tasks as: deliver permits, plans, specifications, construction cost estimate, and associated bid documents necessary for the project to be publicly bid for construction. HEI is providing this letter to demonstrate our technical expertise, understanding of the project requirements, and ability to deliver an economical design to restore pedestrian service to this important North Port public path.

PROJECT PLAN – UNDERSTANDING OF SCOPE AND DELIVERABLES

Task 1 - Project Kick-Off Meeting: Our project management process emphasizes frequent communication with the Project Manager and Public Works/Engineering staff to ensure everyone is kept up to date on the status of the project plans and when plans are to be submitted for review. The project kick-off meeting provides an opportunity to refine the project approach to ensure we provide exactly what the City wants from the project. The kickoff meeting is also where the detailed project delivery schedule is finalized and other general coordination items are discussed as needed.

Task 2 – Determination of Preferred Alternative: Our design team understands the financial constraints of this project and is committed to evaluating every feasible alternative to restore the path connectivity at the three sites where the bridges have been closed. We have extensive experience with preparing accurate, up to date, and precise construction cost estimates, and our experience with recent similar projects ensures grounded cost evaluations. We also understand the request described in the RLI to investigate the removal of the bridge over R-86 and redirect the path to cross an existing culvert. This option could potentially save significant cost, but there are several questions to answer to confirm the feasibility of this option, including: is the area within the CONP Right of Way?; does CONP have future plans for this culvert that would conflict with its incorporation into the path?; and lastly, are there overhead or underground utilities that would be in conflict? Our Preferred Alternative Analysis would answer these questions by meeting with CONP Drainage and Utilities staff and by conducting a Right of Way determination survey to confirm property boundaries. Note that this bypass will likely require railings due to the nearby drop-off hazards.

For bridge replacements, the superstructure type will be investigated to ensure the design is economical, with options being prestressed concrete double-T beam and prefabricated steel truss. A preliminary cost estimate and overall construction time will be determined for the options and the pros and cons of each will be discussed with the City prior to selection. With the superstructure selected, the next major consideration will be the reuse of the existing foundations. We understand that existing bridge plans are unavailable, so we will utilize our in-house GPR testing capabilities to determine the dimensions and reinforcement as well as test concrete strength of cores in our in-house materials testing laboratory. With soil boring results at the bridge locations, this will allow us to analyze the foundations and determine their sufficiency for the proposed superstructure. From our field evaluations, we know that one of the foundations over R-76 has partial undermining at the channel as well as differential settlement that has created a 4% cross slope. If this foundation is to remain, this settlement must be arrested by soil improvement and remediation. This is typically addressed by grout injection to harden the soil and increase the bearing capacity, which we have designed for similar applications in the past. As mentioned, all initial investigation findings and recommended options will be coordinated with the City.

Task 3 - Bridge Design and Permitting: All bridge design will be in accordance with FBC, FDOT, and AASHTO codes with the primary requirements coming from the AASHTO LRFD Guide Specifications for the Design of Pedestrian bridges. We will also coordinate with the City to ensure our design accommodates any special maintenance vehicles. Plans will be accompanied by all necessary specifications and bid schedules to allow for public bidding of the project. All submittals will be accompanied by construction cost and time estimates which will also be provided for alternative discussions as mentioned previously. Throughout the process, several biddability and constructability reviews will be conducted to eliminate issues with executing the replacements. Our permitting efforts will begin following the kick-off meeting with the City to ensure the schedule is not affected. An environmental assessment will first be completed at each project location to identify possible complications, and key utilities will be identified early in the design. A key utility has already been identified from our field evaluations as there is a sub-aqueous water main crossing at R-76. Upon completion of 60% plans, we will pursue all required permits while plans are finalized. To ease the permitting process with SWFWMD, replacement bridges will be designed with the same hydraulic opening and elevations as the existing structure to ensure no adverse impacts to water flow.

Deliverables: The final deliverable will be construction ready plans, specifications, and estimates signed and sealed by a Professional Engineer of the State of Florida with all associated bid documents and permits. Prior to this final submittal, we will submit 60% plans, specifications, and Engineer's Opinion of Probable Cost (EOPC) which will be utilized to obtain necessary permits. 90% plans, specifications, EOPC, and estimated construction duration would follow with further detail including changes from 60% City comments and permitting feedback. Upon receipt of 90% City comments and all necessary permits, 100% (not signed and sealed) plans, specifications, EOPC, and estimated construction duration will be provided as well as a bid schedule in Excel file format. Each preliminary phase submittal (60%, 90%, and 100%) shall allow 10 business days for comments by the City with comment responses provided by HighSpans shortly thereafter and corresponding changes reflected in the next submittal.



ABILITY AND RELEVANT EXPERTISE/QUALIFICATIONS OF FIRM'S PERSONNEL

Our firm maintains continuing services contracts providing structural inspections, analysis, and design throughout Southwest Florida, including the City of North Port. We are experienced in executing short duration contracts where the focus is on rapid project delivery, reduced construction cost, durable low maintenance structures, and a trouble-free bidding process for construction. We maintain FDOT Prequalification in all relevant work categories including 4.1.2 (Minor Bridge Design), 4.2.1 (Major Bridge Design Concrete), 4.2.3 (Major Bridge Segmental), and 5.4 (Bridge Load Rating) among many others and have a staff that is technically qualified well beyond the minimum requirements of this project. The project will be led by Thomas M. Waits, P.E., who will be supported on this project by a team of highly qualified registered engineers, CADD and drafting staff, and field inspection personnel. The key staff members on this project will be:

Thomas M. Waits, PE – Project Manager/Engineer of Record: Tom will lead the design staff and coordinate all project tasks including structures, roadway, hydraulics, drainage, utilities, and environmental permitting, ensuring all technical requirements and contract schedules are met. He will also ensure that CONP staff comments are addressed, and final bid packages (Plans, Specifications, and Construction Cost Estimate) meet City expectations. Tom brings over 30 years of civil, transportation and bridge engineering experience to this project including an 8-year period as Area Structures Engineer for FDOT Districts 4 and 7, where he oversaw and reviewed many of the States largest design-build projects. Since joining HighSpans in 2019 he has served as EOR/PM on many pedestrian bridge projects including Corkscrew Rd Bridges, Alico Rd Bridges, Estero Parkway Bridge Repairs, Ford Canal Bridge at Michigan Ave, and Orange River Bridge Repairs.

Mica Jackson, PE – Drainage and Utilities Engineer: Mica will lead all utility relocation design and coordination and work directly with local utility owners to secure RGBs and develop Utility Work Schedules to ensure a smooth execution of all necessary utility adjustments. Projects where he has served a similar role include Hagie Drive Bridge Replacement, Constitution Circle Bridge Replacement, and Estero River Pedestrian Bridge. Since joining HighSpans in 2020, he has applied his expertise in CAD design, civil engineering, permitting, stormwater and utility modeling, and project management to successfully deliver multiple complex projects.

Jason Hock, PE, SE, MSCE – Lead Structural Engineer: Jason will perform structural analysis and design, detailing, and other related tasks to ensure plans, specifications, and construction cost estimates are fully biddable, constructable, and compliant with AASHTO and FDOT criteria. He will also lead construction-phase tasks, including shop drawing and RFI reviews, inspections, and coordination with other disciplines. Jason brings over five years of HighSpans experience on bridges and buildings. His work spans reinforced, prestressed, and post-tensioned concrete, steel, and composite structures, as well as structural repairs. Jason is officially recognized as a Structural Engineer by the Florida Board of Professional Engineers.

Christopher Gallagher, PE – Lead Geotechnical Engineer: Chris has over 10 years of geotechnical experience covering a broad range of geotechnical design, analysis and investigation activities involving deep foundations, retaining walls, soil remediation design, seawall design, and culverts. He is experienced in all stages of investigation, from field exploration and lab testing to analysis of capacity, settlement, slope stability, and foundation verification. He has served on FDOT and local projects, including Sanibel Causeway, Estero River Pedestrian Bridge, and Spencer's Boatyard Seawall.

In addition to staff listed above, HighSpans will be assisted in carrying out this contract by personnel provided by SUBCONSULTANTS **Pennoni Associates, Inc.** (Pennoni) who will be performing all necessary topographic survey and environmental permitting services, as well as **AREHNA Engineering Inc.** who will be performing soil borings. We have teamed with both Pennoni and AREHNA on numerous recent projects and have an excellent working relationship with them.

AVAILABILITY OF STAFF

Our staff has immediate availability to successfully deliver this project and we have already initiated verbal agreements with our subconsultant (Pennoni) to conduct the field work. The HighSpans staff has recently completed several projects and has plenty of availability as shown in the table to the right.

Projects Currently Under Contract	Owner	% Comp
Lakes Park Boardwalk Reconstruction	Lee County	95%
Alico Connector Bridges	Lee County	75%
Fleishman Park Structures	Fort Myers	95%
Admin Bldg. A/C Structure	Lee County	90%
Pedestrian Bridge Inspections	North Port	50%
Hagie/Constitution Bridge Replacements	Lee County	20%
San Carlos Park Reconstruction	Lee County	20%

COST SAVING MEASURES

As mentioned by the City in the RLI, use of the existing foundations will significantly decrease construction time and costs. To this end, we will conduct extensive testing as previously described to accurately characterize the existing foundations. This testing effort will eliminate unknowns surrounding the structure and as a result will eliminate the need for an overly conservative approach which could wrongly call for costly replacements. HighSpans has also utilized precast concrete double-T structures on similarly sized pedestrian bridges. In these previous projects, cost estimates showed significant savings over the traditional prefabricated steel trusses.

Certificate Of Completion

Envelope Id: 6FFC8FAC-0677-887E-83D9-65F801BB1CB4

Status: Sent

Subject: City of North Port Work Assignment -Signature Required

Source Envelope:

Document Pages: 94

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Keith Raney

AutoNav: Enabled

4970 City Hall Blvd

Envelopeld Stamping: Enabled

North Port, FL 34286

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

kraney@northportfl.gov

IP Address: 172.109.146.23

Record Tracking

Status: Original

Holder: Keith Raney

Location: DocuSign

5/29/2026 12:44:10 PM

kraney@northportfl.gov

Signer Events

Signature

Timestamp

Keith Raney

Completed

Sent: 5/29/2026 12:54:16 PM

kraney@northportfl.gov

Viewed: 5/29/2026 12:54:53 PM

City of North Port

Signed: 5/29/2026 12:55:38 PM

Signing Group: FN Contract/Purchasing Admins

Using IP Address: 172.109.146.23

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Michelle Buchholz

DocuSigned by:
Michelle Buchholz
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Sent: 5/29/2026 12:55:41 PM

sbuchholz@highspans.com

Viewed: 5/29/2026 1:03:44 PM

Security Level: Email, Account Authentication (None)

Signed: 5/29/2026 1:24:41 PM

Signature Adoption: Pre-selected Style

Using IP Address: 71.215.64.67

Electronic Record and Signature Disclosure:

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City Clerk

Signing Group: City Clerk

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

City Attorney

Signing Group: City Attorney

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

City Manager

Signing Group: City Manager

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
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City Clerk

Signing Group: City Clerk

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Lisa Guerreiro

lguerreiro@northportfl.gov

City of North Port

Signing Group: Business Operations PW

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Using IP Address: 172.109.146.23

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Carbon Copy Events	Status	Timestamp
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Garrett Woods

gwoods@northportfl.gov

Brittany Young

byoung@northportfl.gov

Lisa Guerreiro

lguerreiro@northportfl.gov

Crystal Osborne

cosborne@northportfl.gov

Signing Group: Business Operations PW

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Heather Faust

hfaust@northportfl.gov

Matthew Powell

mpowell@northportfl.gov

Signing Group: Business Operations CC

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Buchholz

sbuchholz@highspans.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SHI OBO City of North Port (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SHI OBO City of North Port:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: maragon@northportfl.gov

To advise SHI OBO City of North Port of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at maragon@northportfl.gov and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SHI OBO City of North Port

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to maragon@northportfl.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI OBO City of North Port

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to maragon@northportfl.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO City of North Port as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of North Port during the course of your relationship with SHI OBO City of North Port.