



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

WA number: 2026-07PW

Expected Commission Date: 07/21/2026 Agenda Item: 26-0880

Consultant 07/09/2026 | 10:01 AM EDT

DocuSigned by:
Thomas J. Shaw
D173989E9C604DC...

Action History (UTC-05:00)

- Submit

by Lisa Guerreiro 06-30-2026 11:21:24 AM (Start)
- Submit

by Anthony Friedman 06-30-2026 11:22:21 AM (Project Manager Approval)

The task was assigned to Anthony Friedman 6/30/2026 11:21:26 AM
- Approve

by Garrett Woods 06-30-2026 01:53:07 PM (Pre-Director Approval)

The task was assigned to Garrett Woods 6/30/2026 11:22:22 AM
- Approve

by Chelsea Buell 07-06-2026 07:54:11 AM (Pre-Director Approval)

The task was assigned to Chelsea Buell 6/30/2026 1:53:10 PM
- Approve

by Chuck Speake 07-06-2026 11:05:25 AM (Director Approval)

The task was assigned to Chuck Speake, Lamar Garlington 7/6/2026 7:54:13 AM

Chuck Speake assigned the task to Chuck Speake 7/6/2026 11:04:55 AM
- Approve

by Nicole Brown 07-07-2026 07:39:37 AM (Budget Approval)

The task was assigned to Nicole Brown, Mary Grace Stamper, Jake Gaub 7/6/2026 11:05:26 AM

Nicole Brown assigned the task to Nicole Brown 7/6/2026 11:28:35 AM
- Reviewed

by Bernice Moen 07-07-2026 08:05:29 AM (Contract Administrator)

The task was assigned to Bernice Moen, Michael White 7/7/2026 7:39:38 AM

Bernice Moen assigned the task to Bernice Moen 7/7/2026 8:00:21 AM
- Approve

by Keith Raney 07-07-2026 08:30:10 AM (Purchasing Reviewer)

The task was assigned to Alla Skipper, Geoff Thomas, Keith Raney, Marisa Doherty 7/7/2026 8:05:32 AM

Keith Raney assigned the task to Keith Raney 7/7/2026 8:11:10 AM
- Approve

by Alla Skipper 07-07-2026 08:34:05 AM (Purchasing Approval)

The task was assigned to Alla Skipper, Keith Raney 7/7/2026 8:30:12 AM

Alla Skipper assigned the task to Alla Skipper 7/7/2026 8:33:44 AM
- Approve

by Irina Kukharenko 07-07-2026 11:04:41 AM (Finance Director Approval)

The task was assigned to Irina Kukharenko, Marilyn Martinec 7/7/2026 8:34:07 AM

Irina Kukharenko assigned the task to Irina Kukharenko 7/7/2026 11:03:58 AM
- Reviewed

by Lori Hollingshead 07-08-2026 08:34:44 AM (CM Executive Assistant)

The task was assigned to Lori Hollingshead, Kaitlyn Griffin 7/7/2026 11:04:44 AM

Lori Hollingshead assigned the task to Lori Hollingshead 7/8/2026 8:33:58 AM
- Approve

by Tricia Wisner 07-08-2026 10:12:05 AM (DCM/ACM Approval)

The task was assigned to Julie Bellia, Kaitlyn Griffin, Tricia Wisner 7/8/2026 8:34:47 AM

Tricia Wisner assigned the task to Tricia Wisner 7/8/2026 10:11:33 AM



Work Assignment

Finance Department/Purchasing Division

Page 1

Work Assignment Type *

Work Assignment

Submission Date *

06/30/2026

Selection Type *

☒ RLI

☐ Direct Select

☐ Other

Grant? *

☐ Yes

☒ No

Fiscal Year

2026

Contract Number (?) *

2024-14

Contract Title *

Continuing Contract for Professional Engineering Services

Commission *

☒ Yes

☐ No

Agenda Item *

26-0880

Agenda Date *

07/21/2026

Consultant Company

KISINGER CAMPO & ASSOCIATES CORP

Consultant Name (?)

Paul Foley

Consultant E-mail (?)

pfoley@kcaeng.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.

Page 2

This Work Assignment

Short Title *

Rehabilitation of Bridge No. 175049 Sumter Boulevard over Cocoplum Waterway

Work Assignment # *

2026-07PW

Scheduled Completion (?) *

180 calendar days

Contract and Budget Overview for FY 2026

Amounts

Total previous assignments *	This Assignment	Total Work Assignments
\$0.00	\$151,652.52	\$151,652.52

Accounts

	Account *	Project	Amount *	Contingency (?)
1	107-5000-541.63-00	R19BRR	\$110,087.84	☐ Yes
2	306-5000-541.63-00	R21BRR	\$22,489.64	☐ Yes
3	306-5000-541.63-00	R23BRR	\$19,075.04	☐ Yes

Comments to Budget

Description *

This work assignment is to secure professional engineering services to design, permit, and provide limited post-design services for the rehabilitation of Bridge No. 175049 South Sumter Boulevard over Cocoplum Waterway.

Attachments



A. Fee Schedule (?) *		B. Consultant Scope (?) *		C. Supporting Documentation (?) *	
2026-07PW - Fee Schedule.pdf	73.7KB	Consultant Scope - 2026-07PW.pdf	680.93KB	RLI 2026-07PW.pdf	321.54KB
				RLI Evaluation form.pdf	60.3KB
D. Cost Estimate/Analysis (?)		E. Supplemental Forms (?)		F. Grant (?)	
		2026-07PW - Supplemental Forms.pdf	311.71KB		
G. Original Contract and Attachments (?) *		H. Amendments and Change Orders (?)		I. Renewals and Price adjustment rates	
Agreement #2024-14.09 - Kisinger Campo.pdf	7.95MB				
City of North Port - File #_25-1802.pdf	338.81KB				

STAFF HOUR ESTIMATE
SUMTER BOULEVARD BRIDGE REHABILITATION - BRIDGE NO. 175049

Estimator: J. Johnson
Date: 6/12/2026

	RATES							TOTAL
	SENIOR ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	JUNIOR ENGINEER	CADD TECHNICIAN	SENIOR SCIENTIST	PROJECT SCIENTIST	
	\$258.78	\$231.30	\$179.27	\$120.62	\$120.05	\$237.83	\$179.33	
	HOURS PER UNIT							
TOTAL HOURS FOR EACH TASK								
Task 1 - Project-Management								
Kick-off Meeting	4	4				2		10
Contract Mainenance (Management and Coordination)	12	24						36
Utility Locates (Sunshine One Call)		1	3					4
Gather Available Documentation (Reports, Plans, Etc.)		1	3					4
Review FDOT District One Significant Deficiency Notification			1	1				2
Review Other Available Documentation		4	4	2				10
Field Reviews (Hours per Review per Person: 3hr travel, 4hr visit, 1hr documentation)		16	8	8				32
Task 1 SUB-TOTAL	16	50	19	11		2		98
								\$20,914.09
Task 2 - Bridge Rehabilitation Design and Permitting								
Plans Production								
General								
Key Sheet		3		3	2			8
Signature Sheet		3		3	2			8
Summary of Quantities	2	6		6	2			16
General Notes	2	9		9	4			24
Structures								
Plan and Elevation (1 Sheet)	2	9		9	4			24
End Bent Details (1 Sheet)	2	2		5	2			11
Intermediate Bent Details (1 Sheet)	2	2		5	2			11
Wingwall Remediation Details (2 to 3 Sheets)	3	3		6	2			14
Concrete Restoration Details	1	3		3	1			8
Bearing Pad and Jacking Details (2 to 3 Sheets)	2	15		15	8			40
Expansion Joint Details (1 to 2 Sheets)	1	3		3	1			8
Slope Protection Details (1 to 2 Sheets)	1	4		5	2			12
Roadway								
Milling and Resurfacing	1	1		1	1			4
Signing and Pavement Markings	2	5	6	4	5			22
Temporary Traffic Control Plans								
General Notes (1 Sheet)	1	1		2				4
Phase Notes (1 Sheet)	4	2		2				8
Advance Warning Scheme (1 Sheet)	2	3		3				8
Pedestrian detours (2 sheets)	4	4		4				12
Northbound Lane Closure details (1 inside lane sheet, 1 outside lane sheet)	1	1		1	1			4
TTC quantity tabulation	1	2		3	2			8
Quality Assurance / Quality Control (QA/QC)								
QA/QC	24	2			2			28
Design								
Structures								
Bearing Pad Design (1 Design for Similar Beams: 10 hrs per Design)	2	4	4					10
Jacking Frame Design (1 Design for Similar Bents: 50hrs per Design)	8	18	24					50
Expansion Joint Design (1 Design for Similar Bents: 2hrs per Design)		2	2					4
Roadway								
Pavement Design	2	6						8
Lane Closure Analysis (6hrs Each Direction)	2	10						12
Quality Assurance / Quality Control (QA/QC)								
QA/QC	8							8
Permitting								
Agency Pre-Application Meeting		2				4	2	8
Environmental Services and Permitting						75	75	150
Specifications								
Specifications Package	4	8						12
Technical Special Provisions	4	20						24
Task 2 SUB-TOTAL	88	153	36	92	43	79	77	568
								\$113,471.43
Task 3 - Post-Design Services								
Pre-Bid Meeting	2	6						8
Pre-Construction Meeting	2	6						8
Requests for Information/Modification		8	16					24
Material and Shop Drawing Reviews		16	8					24
Field Assistance (Assume 2 Field Visits)	4	8	4					16
Task 3 SUB-TOTAL	8	44	28					80
								\$17,267.00
SUBTOTAL - BRIDGE REHABILITATION	112	247	83	103	43	81	77	746
	\$28,983.36	\$57,131.10	\$14,879.41	\$12,423.86	\$5,162.15	\$19,264.23	\$13,808.41	\$151,652.52

PROJECT TOTAL

Task 1 - Project Management								\$20,914.09
Task 2 - Bridge Rehabilitation Design and Permitting								\$113,471.43
Task 3 - Limited Post-Design Services								\$17,267.00
TOTAL DESIGN SERVICES								\$151,652.52

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: Kisinger Campo & Associates, Corp.

SIGNATURE:  Guillermo Madriz, PE, Vice President

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: Kisinger Campo & Associates, Corp.

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Guillermo Madriz, PE, Vice President

SIGNATURE:  **DATE:** April 7, 2026

THIS PAGE MUST BE SUBMITTED WITH LETTER OF INTEREST

Scrutinized Company Certification Form

Company Name: Kisinger Campo & Associates, Corp.

Authorized Representative Name and Title: Guillermo Madriz, PE, Vice President

Address: 13461 Parker Commons Blvd., Suite 104 City: Ft. Myers State: Florida ZIP: 33912

Phone Number: 239.278.5999 Email Address: kca-marketing@kcaeng.com

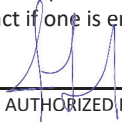
A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized 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: Guillermo Madriz, PE, Vice President

Date Certified: April 7, 2026

Solicitation/Contract/PO Number (Completed by Purchasing): 2026-07PW

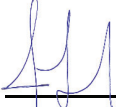
THIS PAGE MUST BE SUBMITTED WITH LETTER OF INTEREST

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: Kisinger Campo & Associates, Corp. (Vendor's Company Name)

Certified By:  _____
 AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Guillermo Madriz, PE, Vice President

Date Certified: April 7, 2026

THIS PAGE MUST BE COMPLETED AND SUBMITTED

AGREEMENT NO. 2024-14.09
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 **KISINGER CAMPO & ASSOCIATES, CORP.**, a Florida Profit Corporation, registered to conduct business in the State of Florida, whose principal place of business is **One Tampa City Center, 201 N. Franklin Street, Suite 900, Tampa, FL 33602** ("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 for an applicable work assignment 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} ~~January~~ 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.

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: KISINGER CAMPO & ASSOCIATES, CORP.
Deborah Hernandez-Cedeno, P.E.- Contract Manager
201 N. Franklin Street, Suite 900
Tampa, FL 33602
TEL 813.871.5331
EMAIL: dhernandez-cedeno@kcaeng.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 provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the Consultant shall certify on a form provided by the City, that all the following are true:
 - (1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - (2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
 - (3) It is not engaged in business operations in Cuba or Syria.
- C. If the Consultant provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the Consultant will be in breach of this Agreement and the City may terminate the Agreement.
- D. PENALTY:
 - (1) A Consultant that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - (2) Shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Consultant submitted a false certification.

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.

 X ATTACHMENT A – SCOPE OF SERVICES

 X ATTACHMENT B – FEE SCHEDULE

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

 X ATTACHMENT 1.1 – GENERAL INSURANCE

 X 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

KISINGER CAMPO & ASSOCIATES, CORP.

By: Thomas J. Shaw

THOMAS J. SHAW, P.E.

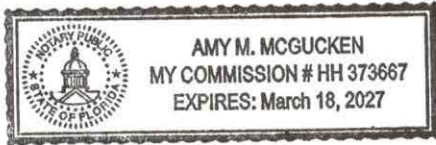
SENIOR VICE-PRESIDENT

SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30th day of January 2025, by Thomas Shaw (name), as Sr. Vice President (title) for Kisinger Campo & Associates (entity).



Amy M. McGucken
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 25, 2025.

CITY OF NORTH PORT, FLORIDA



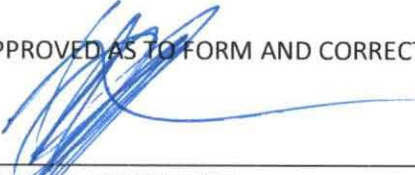
A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST



HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS



MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

Attachment A To Continuing Contract No. 2024-14.09– 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
x	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	
x	Conventional Bridge Inspection	x	Acquisition, Negotiation, Closing
x	Underwater Inspections	x	Order of Taking
	Other:	x	Business Damage Estimating
			Relocation Assistance
Traffic Studies			
x	Signal Warrant Analysis	Mechanical, Electrical & Plumbing (MEP)	
x	Intersection Control Studies	x	Building retrofits
x	No-Passing Zone Studies	x	HVAC Design and plans preparation
x	Signal Timing Studies	x	HVAC Inspection
x	Traffic Impact Analysis/Studies	x	MEP Design and plans preparation
x	Speed Studies		
	Others:	Surveying	
		x	Control Surveying
Traffic Operations		x	Design, ROW and Construction Surveying
x	Signing and Pavement Marking Plans	x	Right of Way Mapping
x	Lighting Plans	x	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. 2024-14.09– FEE SCHEDULE

KISINGER-CAMPO & ASSOCIATES, CORP. - HOURLY RATES

<u>CLASSIFICATIONS</u>	<u>BILLING RATES</u>
PRINCIPAL	NO CHARGE
SENIOR PROJECT MANAGER	\$286.63
PROJECT MANAGER	\$233.41
SENIOR ENGINEER	\$258.78
PROJECT ENGINEER	\$231.30
STAFF ENGINEER	\$179.27
JUNIOR ENGINEER	\$120.62
CADD TECHNICIAN	\$120.05
SENIOR SCIENTIST	\$237.83
PROJECT SCIENTIST	\$179.33
STAFF SCIENTIST	\$94.65
CONSTRUCTION PROJECT ADMINISTRATOR	\$288.30
SENIOR CONSTRUCTION MANAGER	\$121.63
CONSTRUCTION INSPECTOR	\$90.32
ADMINISTRATIVE ASSISTANT	\$131.98
SENIOR PROJECT MANAGER - BRIDGE INSPECTION	\$302.82
DESIGNER	\$165.92
SENIOR CERTIFIED BRIDGE INSPECTOR	\$153.68

Attachment C To Continuing Contract No. 2024-14.09 – WORK ASSIGNMENT FORM



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



WORK ASSIGNMENT

CONSULTANT: KISINGER-CAMPO & ASSOCIATES, CORP.

CONTINUING CONTRACT NO. & TITLE: 2024-14.09 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____

	DEPARTMENT	CITYWIDE (completed by Purchasing)
TOTAL OF PREVIOUS ASSIGNMENTS	_____	_____
THIS WORK ASSIGNMENT	_____	_____
TOTAL WORK ASSIGNMENTS	_____	_____
ACCOUNT NO/PROJECT NO	_____	_____

All work assignments require City Manager approval. In presenting this Work Assignment, it is understood that:

1. All associated supporting documentation and justification for this Work Assignment Change Order/Amendment is attached hereto.
2. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
3. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.
4. THIS TOTAL WORK ASSIGNMENT, INCLUDING CHANGE ORDERS AND/OR AMENDMENTS SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$4,000,000 PER FLORIDA STATUTE

Attachment 1.1 To Continuing Contract No. 2024-14.09

GENERAL INSURANCE**A. 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. 2024-14.09

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. 2024-14.09

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. 2024-14.09

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

Thomas J. Shaw, P.E.

Name

Senior Vice President

Title

1/30/25
Date

Attachment 6 To Continuing Contract No. 2024-14.09

NON-COLLUSIVE AFFIDAVIT

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

Thomas J. Shaw, P.E. who, being first duly sworn, deposes and says that:

1. Affiant is the Senior Vice President of Kisinger Campo & Associates, Corp., 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 1/30, 2025

Thomas J. Shaw
Signature

Thomas J. Shaw, P.E.
Printed Name

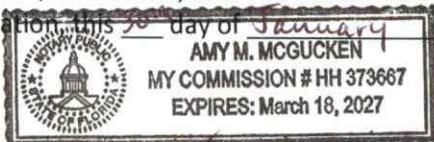
Senior Vice President
Title

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30 day of January, 2025, by Thomas Shaw.



Amy M. McGucken
Notary Public

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

Attachment 7 To Continuing Contract No. 2024-14.09

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
Thomas J. Shaw, P.E.

Printed Name
Senior Vice President

Title
1/30/25

Date

Attachment 8 To Continuing Contract No. 2024-14.09

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, Thomas J. Shaw, P.E., 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 #: 813-871-5331 Fax #: 813-871-5135

Federal ID #: 59-1677145 Email: tshaw@kcaeng.com



Signature of Consultant's Authorized Representative

Thomas J. Shaw, P.E., Senior Vice President

Name and Title of Consultant's Authorized Representative

1/30/25
Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30th day of January, 2025, by Thomas Shaw.



Amy M. McGucken
Notary Public – State of Florida

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

Attachment 9 To Continuing Contract No. 2024-14.09

DRUG FREE WORKPLACE FORM

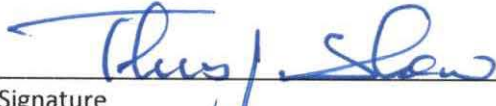
The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Consultant,
Kisinger Campo & Associates, Corp. (Company Name):

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
Thomas J. Shaw, P.E.
 Printed Name
Senior Vice President
 Title
1/30/25
 Date

Attachment 11 To Continuing Contract No. 2024-14.09

SCRUTINIZED COMPANY CERTIFICATION FORMConsultant Name: Kisinger Campo & Associates, Corp.Authorized Representative Name and Title: Thomas J. Shaw, P.E., Senior Vice PresidentAddress: 201 North Franklin St., Suite 900 City: Tampa State: FL ZIP: 33602Phone Number: 813-871-5331 Email Address: tshaw@kcaeng.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

Thomas J. Shaw, P.E.

Name

Senior Vice President

Title



Date

Attachment 12 To Continuing Contract No. 2024-14.09

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: Kisinger Campo & Associates, Corp. (Vendor's Company Name)

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Thomas J. Shaw, P.E., Senior Vice President

Date Certified: 1/30/25

Attachment 15 To Continuing Contract No. 2024-14.09

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. 2024-14.09

Kisinger Campo & Associates, Corp.

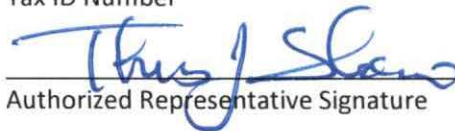
Company Name (Consultant)

59-1677145

Tax ID Number

Thomas J. Shaw, P.E., Senior Vice President

Authorized Representative Name



Authorized Representative Signature

59-1677145

Federal Issued Tax

Identification Number

(If Social Security number DO NOT enter)

4TSY1

CAGE Code issued through www.sam.gov

DATE: 1/30/25

Attachment 16 To Continuing Contract No. 2024-14.09

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. 2024-14.09

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. 2024-14.09

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.



[Sign In](#)

[Home](#) [Legislation](#) [Calendar](#) [City Council](#) [Departments](#) [People](#)

[RSS](#) [Alerts](#)

[Details](#) [Reports](#)

File #: 25-1802 **Version:** 1 **Name:**
Type: Consent Agenda **Status:** Passed
File created: 1/7/2025 **In control:** [City Commission Regular Meeting](#)
On agenda: 2/25/2025 **Final action:** 2/25/2025

Title: Approve Multi-Award Continuing Services Agreement Numbers: 2024-14.01, 2024-14.02, 2024-14.03, 2024-14.04, 2024-14.05, 2024-14.06, 2024-14.07, 2024-14.08, 2024-14.09, 2024-14.10, 2024-14.11, 2024-14.12, 2024-14.13, 2024-14.14, and 2024-14.15 between the City of North Port and AIM Engineering & Surveying, Inc., Caltran Engineering Group, Inc., Colliers Engineering & Design, Inc., George F. Young, Inc., GHD Services Inc., Hardesty & Hanover, LLC, HighSpans Engineering, Inc., Johnson Engineering, LLC, Kisinger Campo & Associates, Corp., Kimley-Horn and Associates, Inc., OCI Associates, LLC, Pennoni Associates Inc., SGM Engineering, Inc., Stantec Consulting Services Inc., WSP USA Environment & Infrastructure Inc. for Professional Engineering Services Continuing Contracts for City of North Port and Authorize the City Manager to Approve Future Renewals of Agreements.

Attachments: 1. [Agreement No. 2024-14.01 with AIM Engineering & Surveying, Inc.](#), 2. [Agreement No. 2024-14.02 with Caltran Engineering Group, Inc.](#), 3. [Agreement No. 2024-14.03 with Colliers Engineering & Design, Inc.](#), 4. [Agreement No. 2024-14.04 with George F. Young, Inc.](#), 5. [Agreement No. 2024-14.05 with GHD Services Inc.](#), 6. [Agreement No. 2024-14.06 with Hardesty & Hanover, LLC](#), 7. [Agreement No. 2024-14.07 with HighSpans Engineering, Inc.](#), 8. [Agreement No. 2024-14.08 with Johnson Engineering, LLC](#), 9. [Agreement No. 2024-14.09 with Kisinger Campo & Associates, Corp.](#), 10. [Agreement No. 2024-14.10 with Kimley-Horn and Associates, Inc.](#), 11. [Agreement No. 2024-14.11 with OCI Associates, LLC](#), 12. [Agreement No. 2024-14.12 with Pennoni Associates Inc.](#), 13. [Agreement No. 2024-14.13 with SGM Engineering, Inc.](#), 14. [Agreement No. 2024-14.14 with Stantec Consulting Services, Inc.](#), 15. [Agreement N. 2024-14.15 with WSP USA Environment & Infrastructure Inc.](#), 16. [Notice of Intent to Award](#), 17. [City Manager Recommendation to Negotiate](#), 18. [RFP No. 2024-14 with Addenda](#), 19. [AIM Engineering & Surveying, Inc. Proposal](#), 20. [Caltran Engineering Group, Inc. Proposal](#), 21. [Colliers Engineering & Design, Inc. Proposal](#), 22. [George F. Young, Inc. Proposal](#), 23. [GHD Services Inc. Proposal](#), 24. [Hardesty & Hanover, LLC Proposal](#), 25. [HighSpans Engineering, Inc. Proposal](#), 26. [Johnson Engineering, LLC Proposal](#), 27. [Kisinger Campo & Associates, Corp. Proposal](#), 28. [Kimley-Horn and Associates, Inc. Proposal](#), 29. [OCI Associates, LLC Proposal](#), 30. [Pennoni Associates Inc. Proposal](#), 31. [SGM Engineering, Inc. Proposal](#), 32. [Stantec Consulting Services, Inc. Proposal](#), 33. [WSP USA Environment & Infrastructure Inc. Proposal](#), 34. [Florida Division of Corporations Document - AIM Engineering & Surveying, Inc.](#), 35. [Florida Division of Corporations Document - Caltran Engineering Group, Inc.](#), 36. [Florida Division of Corporations Document - Colliers Engineering & Design, Inc.](#), 37. [Florida Division of Corporations Document - George F. Young, Inc.](#), 38. [Florida Division of Corporations Document - GHD Services Inc.](#), 39. [Florida Division of Corporations Document - Hardesty & Hanover, LLC](#), 40. [Florida Division of Corporations Document - HighSpans Engineering, Inc.](#), 41. [Florida Division of Corporations Document - Johnson Engineering, LLC](#), 42. [Florida Division of Corporations Document - Kisinger Campo & Associates, Corp.](#), 43. [Florida Division of Corporations Document - Kimley-Horn and Associates, Inc.](#), 44. [Florida Division of Corporations Document - OCI Associates, LLC](#), 45. [Florida Division of Corporations Document - Pennoni Associates Inc.](#), 46. [Florida Division of Corporations Document - SGM Engineering, Inc.](#), 47. [Florida Division of Corporations Document - Stantec Consulting Services Inc.](#), 48. [Florida Division of Corporations Document - WSP USA Environment & Infrastructure Inc.](#)

[History \(1\)](#) [Staff Summary](#)

TO: Honorable Mayor & Members of the North Port Commission

FROM: A. Jerome Fletcher II, ICMA-CM, MPA, City Manager

TITLE: Approve Multi-Award Continuing Services Agreement Numbers: 2024-14.01, 2024-14.02, 2024-14.03, 2024-14.04, 2024-14.05, 2024-14.06, 2024-14.07, 2024-14.08, 2024-14.09, 2024-14.10, 2024-14.11, 2024-14.12, 2024-14.13, 2024-14.14, and 2024-14.15 between the City of North Port and AIM Engineering & Surveying, Inc., Caltran Engineering Group, Inc., Colliers Engineering & Design, Inc., George F. Young, Inc., GHD Services Inc., Hardesty & Hanover, LLC, HighSpans

Engineering, Inc., Johnson Engineering, LLC, Kisinger Campo & Associates, Corp., Kimley-Horn and Associates, Inc., OCI Associates, LLC, Pennoni Associates Inc., SGM Engineering, Inc., Stantec Consulting Services Inc., WSP USA Environment & Infrastructure Inc. for Professional Engineering Services Continuing Contracts for City of North Port and Authorize the City Manager to Approve Future Renewals of Agreements.

Recommended Action

Approve multi-award continuing services agreement numbers: 2024-14.01, 2024-14.02, 2024-14.03, 2024-14.04, 2024-14.05, 2024-14.06, 2024-14.07, 2024-14.08, 2024-14.09, 2024-14.10, 2024-14.11, 2024-14.12, 2024-14.13, 2024-14.14, and 2024-14.15 between the City of North Port and AIM Engineering & Surveying, Inc., Caltran Engineering Group, Inc., Colliers Engineering & Design, Inc., George F. Young, Inc., GHD Services Inc., Hardesty & Hanover, LLC, HighSpans Engineering, Inc., Johnson Engineering, LLC, Kisinger Campo & Associates, Corp., Kimley-Horn and Associates, Inc., OCI Associates, LLC, Pennoni Associates Inc., SGM Engineering, Inc., Stantec Consulting Services Inc., and WSP USA Environment & Infrastructure Inc. for professional engineering services continuing contracts for City of North Port and authorize the City Manager to approve future renewals of agreements.

Background Information

The City has a need for regular engineering services to support a variety of activities such as plan development, permitting assistance, development and/or review of engineering studies, data collection, and other professional engineering services. To procure these services, the City advertised Request for Proposals (RFP) 2024-14 Professional Engineering Services Continuing Contracts for City of North Port. The City received twenty-five (25) responses on March 15, 2024. The firms were evaluated and ranked by a selection committee, and the top ranked fifteen (15) firms were selected to provide the engineering services that are required by the City.

Florida Statute §287.055(2)(g) defines a continuing contract as a contract whereby a firm provides professional services to an agency for construction projects with an estimated construction cost of less than \$7.5 million per assignment, study activities for contract amounts less than \$500,000 per assignment, or for work of a specified nature as outlined in the contract required by the agency. Per statute, firms providing services under continuing contracts shall not be required to bid against one another. The City Manager shall approve work assignments per the terms of Agreement No. 2024-14. All work assignments \$100,000 or over will be approved by Commission.

The standard continuing contract format used for Agreement No. 2024-14 has been reviewed by the City Attorney and is legally correct as to form.

Strategic Plan

Infrastructure & Facilities Integrity

Financial Impact

The agreements may be used for other City Departments as needed but will primarily be used by Road and Drainage District on an as needed basis, account number 107-5000-541.31-10.

Procurement

The engineering and design services were procured under Sec. 2-406 of the City Procurement Code - Professional services selection under Consultants' Competitive Negotiation Act (CCNA), F.S. § 287.055.

AIM Engineering & Surveying, Inc.
 2161 Fowler Street, Suite 100
 Fort Myers, FL 33901

Caltran Engineering Group, Inc.
 790 NW 107th Avenue, Suite 200
 Miami, FL 33172

Colliers Engineering & Design, Inc.
 101 Crawfords Corner Road, Suite 3400
 Holmdel, NJ 07733

George F. Young, Inc.
 299 Dr. Martin Luther King Jr. ST. N.
 St Petersburg, FL 33701

GHD Services Inc.
 2055 Niagara Falls Blvd, Suite #3
 Niagara Falls, NY 14304

Hardesty & Hanover, LLC
1501 Broadway, 6th Floor
New York, NY 10036

HighSpans Engineering, Inc.
2121 McGregor Boulevard, Suite 200
Fort Myers, FL 33901

Johnson Engineering, LLC
2122 Johnson Street
Fort Myers, FL 33901

Kisinger Campo & Associates, Corp.
One Tampa City Center
201 N Franklin Street, Suite 400
Tampa, FL 33602

Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

OCI Associates, LLC
600 South Orlando Ave.
Maitland, FL 32751

Pennoni Associates Inc.
1900 Market Street, Suite 300
Philadelphia, PA 19103

SGM Engineering, Inc.
935 Lake Baldwin Lane
Orlando, FL 32814

Stantec Consulting Services Inc.
410 17th Street, Suite 1400
Denver, CO 80202

WSP USA Environment & Infrastructure Inc.
1075 Big Shanty Road NW, Suite 100
Kennesaw, GA 30144

Attachments:

1. Agreement No. 2024-14.01 with AIM Engineering & Surveying, Inc.
2. Agreement No. 2024-14.02 with Caltran Engineering Group, Inc.
3. Agreement No. 2024-14.03 with Colliers Engineering & Design, Inc.
4. Agreement No. 2024-14.04 with George F. Young, Inc.
5. Agreement No. 2024-14.05 with GHD Services Inc.
6. Agreement No. 2024-14.06 with Hardesty & Hanover, LLC
7. Agreement No. 2024-14.07 with HighSpans Engineering, Inc.
8. Agreement No. 2024-14.08 with Johnson Engineering, LLC
9. Agreement No. 2024-14.09 with Kisinger Campo & Associates, Corp.
10. Agreement No. 2024-14.10 with Kimley-Horn and Associates, Inc.
11. Agreement No. 2024-14.11 with OCI Associates, LLC
12. Agreement No. 2024-14.12 with Pennoni Associates Inc.
13. Agreement No. 2024-14.13 with SGM Engineering, Inc.
14. Agreement No. 2024-14.14 with Stantec Consulting Services Inc.
15. Agreement No. 2024-14.15 with WSP USA Environment & Infrastructure Inc.
16. Notice of Intent to Award
17. City Manager Recommendation to Negotiate
18. RFP No. 2024-14 with Addenda
19. AIM Engineering & Surveying, Inc. Proposal
20. Caltran Engineering Group, Inc. Proposal
21. Colliers Engineering & Design, Inc. Proposal
22. George F. Young, Inc. Proposal
23. GHD Services Inc. Proposal
24. Hardesty & Hanover, LLC Proposal
25. HighSpans Engineering, Inc. Proposal
26. Johnson Engineering, LLC Proposal
27. Kisinger Campo & Associates, Corp. Proposal
28. Kimley-Horn and Associates, Inc. Proposal

29. OCI Associates, LLC Proposal
30. Pennoni Associates Inc. Proposal
31. SGM Engineering, Inc. Proposal
32. Stantec Consulting Services Inc. Proposal
33. WSP USA Environment & Infrastructure Inc. Proposal
34. Florida Division of Corporations Document - AIM Engineering & Surveying, Inc.
35. Florida Division of Corporations Document - Caltran Engineering Group, Inc.
36. Florida Division of Corporations Document - Colliers Engineering & Design, Inc.
37. Florida Division of Corporations Document - George F. Young, Inc.
38. Florida Division of Corporations Document - GHD Services Inc.
39. Florida Division of Corporations Document - Hardesty & Hanover, LLC
40. Florida Division of Corporations Document - HighSpans Engineering, Inc.
41. Florida Division of Corporations Document - Johnson Engineering, LLC
42. Florida Division of Corporations Document - Kisinger Campo & Associates, Corp.
43. Florida Division of Corporations Document - Kimley-Horn and Associates, Inc.
44. Florida Division of Corporations Document - OCI Associates, LLC
45. Florida Division of Corporations Document - Pennoni Associates Inc.
46. Florida Division of Corporations Document - SGM Engineering, Inc.
47. Florida Division of Corporations Document - Stantec Consulting Services Inc.
48. Florida Division of Corporations Document - WSP USA Environment & Infrastructure Inc.

Prepared by: Anthony Friedman, P.E., PTOE, City Engineer, Public Works

Department Director: Chuck Speake, Director, Public Works

CITY OF NORTH PORT
PROFESSIONAL ENGINEERING SERVICES NO. 2024-14

CONTRACT PROJECT NAME: **Sumter Boulevard Bridge Rehabilitation**

CONSULTANT: **Kisinger Campo & Associates, Corp.**

RLI No.: 2026-07PW

In accordance with the Contract between CITY OF NORTH PORT, FLORIDA (CITY) and KISINGER CAMPO & ASSOCIATES, CORP. (CONSULTANT) for providing Professional Engineering Services – Continuing Services Contracts for City of North Port Public Works, dated February 25, 2025.

Upon the completion and execution of this Task Assignment by both parties, the CONSULTANT is authorized to and shall proceed with the following:

EXHIBIT “A”: SCOPE OF PROFESSIONAL SERVICES, which is attached hereto and is made a part of this Task Assignment.

EXHIBIT “B”: COMPENSATION & METHOD OF PAYMENT, which is attached hereto and is made a part of this Task Assignment.

EXHIBIT “C”: BEGINNING AND LENGTH OF SERVICES, which is attached hereto and is made a part of this Task Assignment.

KISINGER CAMPO & ASSOCIATES, CORP.

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF NORTH PORT, FLORIDA

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
SUMTER BOULEVARD BRIDGE REHABILITATION

SECTION I: PROJECT OBJECTIVES

At the request of the CITY, the CONSULTANT will develop engineering plans and specifications and perform environmental permitting services necessary for the rehabilitation of Bridge No. 175049, South Sumter Boulevard over Cocoplum Waterway. Specific task work shall be described within this Scope of Services.

SECTION II: SPECIFIC SERVICES

Specific services to be provided by the CONSULTANT under this Task Order include the following:

TASK 1 – PROJECT MANAGEMENT

The CONSULTANT will attend and participate in project meetings, routine project correspondence, and data acquisition. Project correspondence will be conducted in verbal or written formats. All verbal project correspondence addressing key project topics will be followed by written confirmation within 48 hours, outlining the project topics discussed.

The CONSULTANT will identify utilities within the project limits via Sunshine One-Call (811) and field identification of existing utility monumentation.

The CONSULTANT will collect, compile and investigate available bridge related data and other published information necessary to complete the Task Assignment. Data collection efforts will include (if available), but not be limited to, the following items:

- Existing bridge plans
- Existing FDOT Bridge Inspection Reports
- FDOT District One Significant Deficiency Notification
- Aerial photographs
- Other data provided by the CITY

The CONSULTANT will conduct a comprehensive field reconnaissance of the project locations including, but not limited to, the bridge deck, superstructure, substructure, approach slabs, and slope protection. The CONSULTANT will gather geometric data necessary to supplement available bridge for the completion of the Task Assignment. The finding of this field reconnaissance will be incorporated into the developed rehabilitation plans.

EXHIBIT “A”

TASK 2 – BRIDGE REHABILITATION DESIGN AND PERMITTING

The CONSULTANT will develop bridge rehabilitation plans which address the conditions noted in the FDOT District One Significant Deficiency Notification for Bridge No. 175049 and the conditions identified during Task 1. Rehabilitation services shall include, but are not limited to:

- Removal and sealing of expansion joints
- Restoration of roadway asphalt from within 45ft. of the bridge
- Removal and replacement of deficient bearing pads
- Restoration of abutment rubble riprap slope protection
- Rehabilitation of wingwall overturning
- Repair of concrete cracking, delaminations, and spalls

The CONSULTANT will develop Level 1 Temporary Traffic Control Plans (TTCP), including coordination of lane closure restrictions with CITY and FDOT staff. TTCP will reference FDOT Standard Plans Indices whenever possible, with applicable notes.

The CONSULTANT will develop a pavement design for replacing flexible pavement on the bridge slab and approaches.

The CONSULTANT will analyze and prepare plans for signing and pavement markings in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT will develop project specifications in accordance with FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III. Technical Special Provisions (TSP) and/or Supplemental Specifications (SS) will be provided as necessary to complete construction operations.

The CONSULTANT will submit all deliverables at Phase Submittals 60%, 90%, and Final, which shall include, if applicable, all design calculations, plans, specifications, non-destructive testing reports, list of all engineering assumptions made during the design process, engineer's construction cost estimate, construction time estimate, and bid tabulation with quantities.

The CONSULTANT will perform Environmental Permitting services, including coordination with the Southwest Florida Water Management District (SWFWMD) and United States Army Corps of Engineers (USACE). The CONSULTANT will conduct a field visit to delineate the boundaries of wetlands and surface streams in the project area and to assess the potential presence of state- and federal-listed species. The wetland/stream boundaries will be recorded with a GPS system for integration into a GIS database and subsequently shown on the project plans. The CONSULTANT will conduct a bat roosting survey of the bridge to confirm presence or absence of roosting bats and prepare a Technical Memorandum with supporting the methodology and effect determination for the most recent set of USFWS guidelines for the Florida bonneted bat and tricolored bat.

The project is expected to qualify for a General ERP from the SWFWMD and a Nationwide permit from the USACE. The CONSULTANT will prepare all permit application materials, including project narrative, wetland/stream impact drawings, and application forms. The project narrative will provide a discussion of wetland/stream impacts, avoidance and minimization measures, and project effects to state- and federal-listed species. The CONSULTANT will submit the completed permit application packages to the

EXHIBIT "A"

SWFWMD/USACE and will provide responses to any agency requests for additional information (RAI). This task does not include providing any mitigation that may be required for wetland impacts.

TASK 3 – POST-DESIGN SERVICES

The CONSULTANT will attend and participate in a Pre-Bid Conference with the CITY and potential project bidders. The CONSULTANT shall respond to questions posed by potential bidders, as approved by the CITY. Responses shall be provided verbally during the Pre-Bid Conference and/or in writing within 3 business days of the Pre-Bid Conference.

The CONSULTANT shall attend and participate in one Pre-Construction Meeting with the CITY and the selected Contractor. The CONSULTANT shall respond to any questions posed by the selected contractor and the CITY. The CONSULTANT shall provide necessary Pre-Construction Meeting sign-in materials and meeting minutes, as required by the CITY.

The CONSULTANT shall review and respond to Requests for Information (RFI) or Requests for Modification (RFM), as approved by the CITY. Reviews will be conducted to ensure conformity with the contract documents and designs. Written responses will be developed and submitted to the CITY.

The CONSULTANT shall review and respond to material and/or shop drawing reviews, as approved by the CITY. Reviews will be conducted to ensure conformity with the contract documents and designs. Written responses will be developed and submitted to the CITY.

SECTION III: LIMITATIONS

Specific items not included within this Scope of Services include, but are not limited to:

- Provision and use of special access equipment
- Utility relocation
- Services provided by Sub-Consultant(s) beyond those previously specified above.
- Subsurface Utility Exploration

Should conditions be observed that require any of the above services, they could be provided under a supplemental proposal to be approved by the CITY.

SECTION IV: CITY RESPONSIBILITIES

The following participation by the CITY is required under this Scope of Services:

- Attend and participate in any project meetings requiring CITY input.
- Provide notice to the CONSULTANT of any issues or meetings requiring the attention of the CONSULTANT.
- Provide the CONSULTANT with bridge data identified in Task 1 or other pertinent data.
- Provide the CONSULTANT access to the Project Site.
- Pay necessary permitting fees.

EXHIBIT “A”

SECTION V: COMPENSATION

For work under Tasks 1 through 3, the CITY shall compensate the CONSULTANT in accordance with Exhibit “B”. The CONSULTANT shall submit to the CITY monthly invoices for work completed, in accordance with the terms of the Contract.

EXHIBIT “B”
COMPENSATION AND METHOD OF PAYMENT
SUMTER BOULEVARD BRIDGE REHABILITATION

For services provided and performed by the CONSULTANT for the Task(s) set forth and enumerated in Exhibit “A”, entitled “Scope of Professional Services”, the CITY shall compensate the CONSULTANT based on a lump sum fee as follows:

TASK	ITEM	AMOUNT	FEE TYPE (LS;T&M;NTE)
1	Project Management	\$20,914.09	LS
2	Bridge Rehabilitation Design and Permitting	\$113,471.43	LS
3	Limited Post-Design Services	\$17,267.00	LS
TOTAL COMPENSATION FOR CONSULTANT’S SERVICES:		\$151,652.52	LS

Refer to Attachment “B-1” for individual task staff hours estimates.

EXHIBIT “C”
BEGINNING AND LENGTH OF SERVICES
SUMTER BOULEVARD BRIDGE REHABILITATION

The services outlined in Exhibit “A” will begin upon the CONSULTANT’s receipt of a written Notice to Proceed from the CITY. This Task Assignment shall be conducted in accordance with the project schedule, as detailed in the following table, as indicated by project milestones in calendar days from the Notice to Proceed:

PROJECT SCHEDULE	
Milestone	Calendar Days from NTP
Notice to Proceed	0
Kick-off Meeting	7
Field Reconnaissance	21
Agency Pre-Application Meeting	30
60% Submittal	60
CITY Review	74
90% Submittal	120
CITY Review	134
Final Permits Received	164
Final Submittal	180

In the event that any of the above noted milestone submittal dates occur on a non-business day observed by the CITY (weekends, holidays, etc.) the milestone submittal will occur on the following CITY business day.

STAFF HOUR ESTIMATE
SUMTER BOULEVARD BRIDGE REHABILITATION - BRIDGE NO. 175049

Estimator: J. Johnson
Date: 6/12/2026

	RATES							
	SENIOR ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	JUNIOR ENGINEER	CADD TECHNICIAN	SENIOR SCIENTIST	PROJECT SCIENTIST	TOTAL
	\$258.78	\$231.30	\$179.27	\$120.62	\$120.05	\$237.83	\$179.33	
	HOURS PER UNIT							
TOTAL HOURS FOR EACH TASK								
Task 1 - Project-Management								
Kick-off Meeting	4	4				2		10
Contract Maintenance (Management and Coordination)	12	24						36
Utility Locates (Sunshine One Call)		1	3					4
Gather Available Documentation (Reports, Plans, Etc.)		1	3					4
Review FDOT District One Significant Deficiency Notification			1	1				2
Review Other Available Documentation		4	4	2				10
Field Reviews (Hours per Review per Person: 3hr travel, 4hr visit, 1hr documentation)		16	8	8				32
Task 1 SUB-TOTAL	16	50	19	11		2		98
								\$20,914.09
Task 2 - Bridge Rehabilitation Design and Permitting								
Plans Production								
General								
Key Sheet		3		3	2			8
Signature Sheet		3		3	2			8
Summary of Quantities	2	6		6	2			16
General Notes	2	9		9	4			24
Structures								
Plan and Elevation (1 Sheet)	2	9		9	4			24
End Bent Details (1 Sheet)	2	2		5	2			11
Intermediate Bent Details (1 Sheet)	2	2		5	2			11
Wingwall Remediation Details (2 to 3 Sheets)	3	3		6	2			14
Concrete Restoration Details	1	3		3	1			8
Bearing Pad and Jacking Details (2 to 3 Sheets)	2	15		15	8			40
Expansion Joint Details (1 to 2 Sheets)	1	3		3	1			8
Slope Protection Details (1 to 2 Sheets)	1	4		5	2			12
Roadway								
Milling and Resurfacing	1	1		1	1			4
Signing and Pavement Markings	2	5	6	4	5			22
Temporary Traffic Control Plans								
General Notes (1 Sheet)	1	1		2				4
Phase Notes (1 Sheet)	4	2		2				8
Advance Warning Scheme (1 Sheet)	2	3		3				8
Pedestrian detours (2 sheets)	4	4		4				12
Northbound Lane Closure details (1 inside lane sheet, 1 outside lane sheet)	1	1		1	1			4
TTC quantity tabulation	1	2		3	2			8
Quality Assurance / Quality Control (QA/QC)								
QA/QC	24	2			2			28
Design								
Structures								
Bearing Pad Design (1 Design for Similar Beams: 10 hrs per Design)	2	4	4					10
Jacking Frame Design (1 Design for Similar Bents: 50hrs per Design)	8	18	24					50
Expansion Joint Design (1 Design for Similar Bents: 2hrs per Design)		2	2					4
Roadway								
Pavement Design	2	6						8
Lane Closure Analysis (6hrs Each Direction)	2	10						12
Quality Assurance / Quality Control (QA/QC)								
QA/QC	8							8
Permitting								
Agency Pre-Application Meeting		2				4	2	8
Environmental Services and Permitting						75	75	150
Specifications								
Specifications Package	4	8						12
Technical Special Provisions	4	20						24
Task 2 SUB-TOTAL	88	153	36	92	43	79	77	568
								\$113,471.43
Task 3 - Post-Design Services								
Pre-Bid Meeting	2	6						8
Pre-Construction Meeting	2	6						8
Requests for Information/Modification		8	16					24
Material and Shop Drawing Reviews		16	8					24
Field Assistance (Assume 2 Field Visits)	4	8	4					16
Task 3 SUB-TOTAL	8	44	28					80
								\$17,267.00
SUBTOTAL - BRIDGE REHABILITATION	112	247	83	103	43	81	77	746
	\$28,983.36	\$57,131.10	\$14,879.41	\$12,423.86	\$5,162.15	\$19,264.23	\$13,808.41	\$151,652.52

PROJECT TOTAL

Task 1 - Project Management								\$20,914.09
Task 2 - Bridge Rehabilitation Design and Permitting								\$113,471.43
Task 3 - Limited Post-Design Services								\$17,267.00
TOTAL DESIGN SERVICES								\$151,652.52

KCA | 1

KCA KISINGER CAMPO + ASSOCIATES

LETTER OF INTEREST

April 7, 2026

City of North Port
1100 N. Chamberlain Blvd.
North Port, FL 34286

Attn: Anthony Friedman, PE, PTOE, City Engineer

Re: City of North Port | Request for Letters of Interest (RFLOI) No. 2026-07PW | Bridge No. 175049 Sumter Blvd. over Cocoplum Waterway Repair and Rehabilitation

Mr. Friedman:

Kisinger Campo & Associates, Corp. (KCA) understands the City of North Port (City) is seeking a qualified consultant, within their current contract pool, to provide all services needed to design, permit, develop contract plans, and provide post-design services for the rehabilitation of Bridge No. 175049 South Sumter Blvd. over Cocoplum Waterway. Please review the provided qualifications and abilities, project approach, project schedule, similar recent project experience, and proposed cost saving measures and enhancements for this Task Assignment.

The project is located approximately 600 feet north of US 41 on Sumter Blvd. The most recent Bridge Inspection Report from 2024 notes this bridge was constructed in 2008 and currently holds a Sufficiency Rating of 48.1 and a Health Index of 98.29. The low Sufficiency Rating is a reflection to the localized deck joint deterioration and bearing displacement. The high Health Index indicates that the vast majority of the bridge components are in very good condition with minimal overall material loss. The bridge exhibits cracks and deterioration of the asphalt overlay throughout; complete adhesion loss of the bridge expansion joints; efflorescence and corrosion stains on the underside of the beams; concrete deficiencies on bridge railings, approach slabs, and substructure elements; riprap rubble slope protection washout, overturning abutment wingwalls, and bearing walk-out. In the Florida Department of Transportation (FDOT) District One Significant Deficiency Notification dated February 17th, 2026, five bearings have walked-out a maximum of 3¼ inches, leaving less than half of the bearing remaining in contact with the beam and abutment cap.

KCA is a full-service engineering firm and industry leader in infrastructure engineering and bridge rehabilitation services. Our staff is composed of professionals specializing in design of structures, roadway, drainage, environmental permitting, construction engineering and inspection (CEI), and bridge and ancillary structure inspection. KCA has been assisting state and local agencies with engineering solutions for almost 50 years. **KCA's Florida structures staff, comprised of 29 professionals including 20 Professional Engineers (PEs), is fully equipped to perform the required rehabilitation design services under this Task Assignment. Our bridge rehabilitation and preservation specialists have performed more than 400 rehabilitation task assignments in the past five years, including milling and resurfacing, expansion joint replacement, concrete restoration, slope protection replacement, scour countermeasures, bearing replacement, bridge jacking, and more.** Our expertise

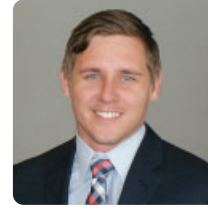
13461 Parker Commons Blvd., P 239.278.5999

Suite 104

Ft. Myers, FL 33912

F 813.871.5135

kisingercampo.com



John Johnson, PE (PM/EOR) Lucio Martinez, PE (DPM)

enables us to work closely with the City, ensuring careful planning and seamless coordination. Our approach emphasizes a commitment to delivering solutions that prioritize public safety, sustainability, and overall project efficiencies.

Ability/Relevant Expertise/Related Qualifications

PROJECT MANAGER (PM)/STRUCTURES EOR

John Johnson, PE, will serve as our PM and Structures Engineer of Record (EOR). He possesses **more than seven years of experience**. His past roles have been Deputy PM, EOR, and Lead Structures Engineer. Mr. Johnson has extensive experience with bridge rehabilitation projects, most notably as **Structures EOR** for Surfside Blvd. (City of Cape Coral/FDOT LAP), **Structures Engineer** for Hurricane Ian Emergency Bridge Repairs (Lee County), and **Structures Engineer/Deputy PM** for Pan American Bridge Rehabilitation (City of North Port).

DEPUTY PM

Lucio Martinez, PE, will serve as Deputy PM (DPM) and Structures Lead. He possesses **more than 14 years of experience**. His past roles have been PM and Structures EOR of bridge rehabilitation projects, most notably as **Structures Engineer** for Surfside Blvd. (City of Cape Coral/FDOT LAP), **Structures EOR** of the Cape Coral Bridge Rehabilitation for Hurricane Ian Emergency Bridge Repairs (Lee County), and **Structures Engineer** for Pan American Bridge Rehabilitation (City of North Port).

SENIOR QUALITY CONTROL (QC) ENGINEER

Patrick Mulhearn, PE, CP2, is our Chief Bridge Rehab Engineer with **over 20 years of experience specializing in structures rehabilitation**. He currently serves as overall PM for KCA's Continuing Services Contracts (CSCs) for Bridge Repair and Rehabilitation for FDOT Districts D2, D3, and D5.

ROADWAY/MAINTENANCE OF TRAFFIC (MOT) LEAD

Darren Brandes, PE, has a wide breadth of experience in multiple engineering and construction disciplines, within multiple phases of projects, including planning, design and post-design **throughout his 40-year career**. He presently oversees Temporary Traffic Control Plan (TTCP) development for KCA. He has experience on all sides of transportation projects, having served as a design engineer while providing TTCP support for highway contractors, and as a contractor himself. Mr. Brandes has been certified in Florida Advanced MOT since 1990.

ENVIRONMENTAL/PERMITTING LEAD

Catie Neal, has **14 years of experience** in wildlife ecology, GIS, photo-interpretation, and aquatic community ecology. She has worked on a broad range of interdisciplinary projects in cooperation with federal and state agencies and private developers. Her primary responsibilities include preliminary site assessments, listed species surveys, biological monitoring, construction monitoring, wildlife relocations, wetland

KCA's experience with these types of bridge rehabilitation services includes knowledge of repairs which completes the project efficiently and effectively. Bearing replacements can be complex without prior experience. Our team's recent bearing

replacement projects enable us to confidently deliver a concise solution to an otherwise complicated challenge. While attending to necessary replacement, it is important to remain focused on the public’s needs. KCA will dive into alternatives of bridge jacking for bearing replacement while maintaining continuous traffic flow. Our team will minimize the need for lane closures and bridge closures. If a lane or bridge closure is a necessity, these closures will be limited to between 8:00pm and 7:00am to work outside of Sarasota Breeze Transit Route 9 and avoid peak hours. In the event of a full closure, coordination with FDOT District One will be required due to re-routing traffic that includes US 41.

KCA is a full-service design firm, with in-house staff capable of performing all design, permitting, and utility coordination services required to complete the proposed Scope of Services. The use of in-house staff eliminates the need for subconsultant services, leading to more efficient project management.

KCA has staff specializing in CEI services, who assist with constructability reviews of our projects. Even the most innovative designs can be rendered not constructable if field conditions are not properly reviewed and addressed, leading to construction inefficiencies caused by delays and redesign. The completion of a proper constructability review ensures that the project can be completed on schedule and ensures that the proposed rehabilitations services are efficient and well coordinated.

Project Schedule and Availability

KCA has staff available to complete all design, permitting, and post-design services within the proposed timeline once Notice to Proceed (NTP) has been received from the City. It is important, however, to consider a Section 404 Permit with the USACE will be

Project Schedule
NTP – 0 days
Kick-Off Meeting – 1 week from NTP
Field Review – 3 weeks from NTP
Pre-Application Meetings and Start Utility RGB Coordination – 1 month from NTP
60% Submittal – 2 months from NTP 60% Plans. Specification and Cost Estimate - Submit Permit Application/Exemption
End City Review – 10 business days from previous Submittal
End Utility RGB Coordination – 1 month from previous Submittal
100% Submittal – 2 Months from previous Submittal 100% Plans. Specification and Cost Estimate - Respond to RAI (if needed) - Initial Construction Time Memo and Bid Documentation
End City Review – 10 business days from previous Submittal
Permits Issues/Exemption – 1 month from previous submittal
FINAL Submittal – 2 Months from previous Submittal - Signed and Sealed Plans. Specification and Cost Estimate - RAI Response Agency Review (if needed)/Exemption - Final Construction Time Memo and Bid Documentation
Start Post-Design Services – Immediate after FINAL Submittal
End City Review – 10 business days from previous Submittal Submit Revision Set (if necessary)

required for riprap placement into Waters of the US. Permitting can be challenging and time consuming; therefore, KCA will begin coordination via pre-application meetings early in the design phase. We recommended the proposed design schedule to be a total of 6 months from NTP (see graphic below). This allows ample time for Critical Path items such as utility coordination and permit applications to be complete in time for their respective corresponding submittals.

Similar Project Experience/References

Pan America Blvd. Bridge Rehabilitation, City of North Port, FL. KCA was tasked with the preparation of bridge rehabilitation design plans and specifications for the correction of existing bridge deterioration at Pan American Blvd. over Myakka Creek. Primary rehabilitation elements included installation of cathodic protection structural pile jackets and installation of **scour countermeasures** across Myakka Creek. KCA further assisted the City with the **procurement of all necessary permits** and completion of Level 1 **TTCs** for construction of the proposed rehabilitation. Through a later Supplemental Agreement, KCA was further tasked with the update of previous deliverables to current FDOT specifications year. Additional details were prepared for the installation of approach slabs at both approach roadways to eliminate areas of approach roadway settlement which had occurred since the completion of the original rehabilitation plans. All project deliverables were completed within the original project schedule and the project is currently awaiting letting for construction. **KCA EOR:** Scott Betz, PE, CBI; **Deputy PM:** John Johnson, PE; **Reference Contact:** Anthony Friedman, PE, PTOE, City Engineer; **Tel:** 941.240.8098; **E:** afriedman@northportfl.gov.

Hurricane Ian Emergency Bridge Repairs, Lee County, FL. In 2022, Hurricane Ian caused tremendous damage to Southwest Florida, especially to Lee County, and KCA provided emergency response services through our Structural Engineering Services contract with the County. Post-Hurricane Ian, KCA was able to develop, detail, and submit repair plans for five bridges in Lee County in a matter of days, including repair plans for the Big Carlos, Big Hickory, Little Carlos, New Pass, and Cape Coral bridges. KCA’s **Lucio Martinez, PE, was on-site to personally inspect the Cape Coral Bridge damage a few days after Hurricane Ian made landfall** and was the Structures EOR for the repairs, which included **slope protection replacement undermining repairs**. KCA was able to assist Lee County in selecting the appropriate level of repairs and providing support during the construction phase. **KCA EOR:** Lucio Martinez, PE; **Structures Engineer:** John Johnson, PE; **Reference Contact:** Robert Price, PE, Lee County PM; **Tel:** 239.533.8592; **E:** rprice@leegov.com.

Surfside Blvd. over Maxine Canal Bridge Repairs, City of Cape Coral/FDOT District One. A task work order (TWO) under KCA’s FDOT District One LAP CSC for Design, KCA is producing design plans, specifications, and supporting engineering analysis for the rehabilitation of the Surfside Blvd. over Maxine Canal Bridge (Bridge GAC 113) in the City of Cape Coral. This task includes replacement of gravity walls, sidewalks, and shoulder pavement along the west side of the bridge to remediate severe undermining, and installation of scour countermeasures at the base of the wingwalls. Additional KCA services include TTC and environmental permitting. **KCA EOR:** John Johnson, PE; **Structures Engineer:** Lucio Martinez, PE; **Reference Contact:** Melissa Perez-Gonzalez, CFM, City of Cape Coral PM; **Tel:** 239.242.3392, ext. 3392; **E:** mperez@capecoral.gov.



CITY OF NORTH PORT

**PROFESSIONAL ENGINEERING SERVICES FOR CITY OF NORTH PORT
NO.**

THIS IS NOT AN ORDER

Date: 3/18/2026

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: April 1, 2026

REQUEST FOR LETTERS OF INTEREST NO. 2026-07PW

BRIDGE NO. 175049 SUMTER BOULEVARD OVER COCOPULUM WATERWAY REPAIR AND REHABILITATION

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 post-design services for the rehabilitation of Bridge No. 175049 South Sumter Boulevard over Cocoplum Waterway.

BACKGROUND/SCOPE OF SERVICES:

BACKGROUND

Bridge No. 175049 carries South Sumter Boulevard – four lanes of traffic and a decorative median with planter boxes – over the Cocoplum Waterway, located approximately 1/8 of a mile north of U.S. Route 41. Constructed in 2008, the structure is relatively young but has experienced numerous structural deficiencies such as failing bearings and various cracking and spalling on the super and substructures. Recently the Florida Department of Transportation (FDOT) has notified the City of significant deficiencies, focusing particularly on the condition of the bearings.

NPPW is seeking professional engineering services to develop construction ready plans and obtain relevant permits, for the rehabilitation of this bridge, remediating each of the deficiencies described in the attached bridge inspection and correspondence from FDOT.

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 – BRIDGE REHABILITATION DESIGN AND PERMITTING

This task involves the collection of any survey or data necessary to perform design and permitting services for the bridge rehabilitation. 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 permits necessary for construction. This project is exempt from any permits issued by the City of North Port.

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.
- 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.

TASK 3 – LIMITED POST-DESIGN SERVICES

This task includes responding to any requests for information during bidding or construction, attendance at a pre-construction meeting, attendance at a pre-bid meeting, and shop drawing review and approval.

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 NPPW 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. 2024 Bridge Inspection
2. Significant Deficiency Notification
3. Conflict of Interest Form

4. Disclosure for Consultant, Engineer, Architect
5. Scrutinized Companies Form
6. Vendor's Certification for E-Verify Form
7. 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 **March 25, 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 APRIL 1, 2026 AT 2:00 P.M. (EDT) VIA EMAIL TO:**

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

2026-02PW RLI Evaluation Form

Project: Design of Bridge Rehabilitation for Bridge No. 175049 Sumter Boulevard over Cocoplum Waterway

RLI No.: 2026-07PW

Date of Ranking: 5/14/2026

GHD

Evaluation Criteria	Value	AF	JV	MV	Score
Understanding of Project/Deliverables	0-5	3	3	3	9
Expertise/Qualifications of Personnel	0-5	4	4	5	13
Availability of Personnel/Timeline	0-5	4	4	3	11
Evaluations/Experience	0-5	4	3	3	10
Proposed Cost Saving Measures	0-5	2	2	1	5
Quality of Proposal	0-5	2	2	2	6
		19	18	17	54

Kimley-Horn

Evaluation Criteria	Value	AF	JV	MV	Score
Understanding of Project/Deliverables	0-5	5	4	5	14
Expertise/Qualifications of Personnel	0-5	5	4	5	14
Availability of Personnel/Timeline	0-5	3	2	3	8
Evaluations/Experience	0-5	5	4	4	13
Proposed Cost Saving Measures	0-5	3	3	4	10
Quality of Proposal	0-5	5	4	5	14
		26	21	26	73

WSP

Evaluation Criteria	Value	AF	JV	MV	Score
Understanding of Project/Deliverables	0-5	3	4	2	9
Expertise/Qualifications of Personnel	0-5	5	4	4	13
Availability of Personnel/Timeline	0-5	3	3	3	9
Evaluations/Experience	0-5	5	4	4	13
Proposed Cost Saving Measures	0-5	0	2	1	3
Quality of Proposal	0-5	3	3	2	8
		19	20	16	55

 5/14/2026
 Anthony Friedman Date

Mike Vork Date

 5/14/2026

HighSpans Engineering

Evaluation Criteria	Value	AF	JV	MV	Score
Understanding of Project/Deliverables	0-5	5	4	5	14
Expertise/Qualifications of Personnel	0-5	5	5	5	15
Availability of Personnel/Timeline	0-5	4	4	4	12
Evaluations/Experience	0-5	5	4	4	13
Proposed Cost Saving Measures	0-5	4	3	3	10
Quality of Proposal	0-5	5	4	4	13
		28	24	25	77

Kisinger Campo & Associates, Corp

Evaluation Criteria	Value	AF	JV	MV	Score
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	4	4	4	12
Evaluations/Experience	0-5	5	5	5	15
Proposed Cost Saving Measures	0-5	5	4	5	14
Quality of Proposal	0-5	5	5	5	15
		29	28	29	86


 Jaime Vidales

05/14/2026
 Date

Certificate Of Completion

Envelope Id: 25948286-02E6-888E-8242-9CEC1DB50B44

Status: Sent

Subject: City of North Port Work Assignment 2026-07PW-Signature Required

Source Envelope:

Document Pages: 72

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

7/8/2026 12:28:24 PM

kraney@northportfl.gov

Signer Events

Signature

Timestamp

Keith Raney

Completed

Sent: 7/8/2026 12:35:33 PM

kraney@northportfl.gov

Viewed: 7/8/2026 12:36:05 PM

City of North Port

Signed: 7/8/2026 12:36:49 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

Thomas J. Shaw

DocuSigned by:
Thomas J. Shaw
D173989E9C604DC...

Sent: 7/8/2026 1:43:28 PM

tshaw@kcaeng.com

Resent: 7/9/2026 10:00:12 AM

Sr. Vice President

Viewed: 7/9/2026 8:19:41 AM

Security Level: Email, Account Authentication
(None)

Signed: 7/9/2026 10:01:05 AM

Signature Adoption: Pre-selected Style

Using IP Address: 45.62.181.243

Electronic Record and Signature Disclosure:

Accepted: 7/9/2026 8:19:41 AM

ID: 96b65105-8fd4-4e3e-be3d-0905e726237e

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
---------------	-----------	-----------

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
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

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	VIEWED Using IP Address: 172.109.146.23	Sent: 7/9/2026 10:01:08 AM Viewed: 7/9/2026 10:03:20 AM
---	---	--

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

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

Paul Foley
pfoley@kcaeng.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 7/8/2026 1:19:59 PM
ID: 211bfb92-3a02-47d1-b070-8bb29167ac7f

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2026 12:35:35 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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.