

CONTRACT NO. 2024-07
PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE TRANSFER STATION DESIGN

This Contract No. 2024-07 Professional Engineering Services For Solid Waste Transfer Station Design ("Contract") is made and entered by and between the City of North Port, Florida, a municipal corporation of the State of Florida, ("City") and Geosyntec Consultants, Inc., a Florida Profit corporation registered to conduct business in the State of Florida, whose principal place of business is 12802 Tampa Oaks Blvd, Suite 151, Tampa, FL 33637 ("Consultant").

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

1. CONSULTANT'S SERVICES; TERM

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Engineering, for Solid Waste Transfer Station Design. Services will include design and assistance in pre-construction and construction as identified in the Request for Proposal ("RFP") No. 2024-07 and Consultant's proposal submitted November 27, 2023. The overall Scope of Services is described in the attached Exhibit A ("Scope of Services") with detailed tasks and associated fees as described in the Fee Schedule as attached Exhibit B ("Fee Schedule").
- B. This Contract must commence immediately upon the date of execution of this Contract by both the City and Consultant ("Effective Date") and upon Consultant's receipt of a written Notice to Proceed from the Project Manager and must continue through the completion of the project as described in the Project Schedule as attached in Exhibit C ("Project Schedule"). The expected completion date for Phases 1 and 2 is August 22, 2025.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

- (1) Consultant must perform the Scope of Services, for pre-construction and construction services in the amount of EIGHT HUNDRED FOURTEEN THOUSAND SIX HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$814,630.00). This fee includes all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Contract. The fee must conform with the Fee Schedule.
- (2) A claim for reimbursement for these expenses must not 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. Subcontractor/subconsultant mark-up.

- (3) The City's performance and obligation to pay under this Contract are contingent upon an appropriation by the City Commission.

B. METHOD OF PAYMENT

- (1) The City pays Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq*, upon receipt of Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. Consultant must submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
- (2) For those specific services that were partially completed, progress payments will be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
- (3) Consultant's invoices must be in a form satisfactory to the City of North Port Finance Department, who will initiate disbursements.
- (4) Payment due dates, late payments, and interest will be calculated, paid, and assessed in accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq*.

3. INDEMNITY

- 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 MUST FULLY INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**
- C. The City must provide all available information and assistance that the consultant may reasonably require regarding any claim. In the event of a claim, the city must promptly notify the consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.

- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the city and such insurance coverage will not be deemed a limitation on the consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. This Contract must not be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract work.

4. CONSULTANT'S INSURANCE

A. INSURANCE

- (1) Before performing any work pursuant to this Contract, the Contractor 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 Contractor. The insurance policies must remain in place until all of the Contractor's and subcontractor(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 Contractor from liabilities that might arise out of the performance of the work done pursuant to this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase additional insurance as it may determine necessary. The extent of Contractor'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 Contractor and its carrier.
 - a. Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit). The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.

- b. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
- c. Automobile Insurance: To include all vehicles owned, leased, hired, and non-owned vehicles limits of not less than \$1,000,000 per person; \$1,000,000 per accident; and \$1,000,000 property damage, with contractual liability coverage for all work performed under this Contract.
- d. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage must be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy precedes the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

B. WAIVER OF SUBROGATION

All required insurance policies (except professional liability) are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and 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 sub-consultants, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Consultant or its agents may be responsible.

C. POLICY FORM

- (1) All policies required by this Contract, with the exception of Professional Liability and Workers Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, and employees, as additional insureds as their interest may appear under this Contract. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements in this Contract must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Consultant agrees

to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

- (2) Insurance requirements itemized in this Contract and required of Consultant, must be provided by or on behalf of all sub-consultants to cover their operations performed under this Contract. Consultant must be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.
- (3) Each insurance policy required by this Contract must:
 - a. Apply separately to each insured against whom a 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. Consultant is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.
- (4) The City must retain the right to review, at any time, coverage, form, and amount of insurance.
- (5) **The procuring of required policies of insurance must not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of CONSULTANT'S liability for indemnity of the CITY must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.**
- (6) Consultant must be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and must be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Consultant is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- (7) All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704, or equivalent). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates must be received by the City's Purchasing Office before Consultant will be allowed to commence or continue work.

The Certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements provided herein.

- (8) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract must be provided to Consultant's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. Consultant must be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of Consultant under this Contract. Consultant must, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents, and data.
- B. If Consultant is comprised of more than one legal entity, each entity must be jointly and severally liable.
- C. Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Consultant), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Contract.
- D. Consultant must perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered. Consultant covenants and agrees that it and its employees must be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Contract. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. Consultant must comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Consultant must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- F. Consultant must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which must be available and accessible at Consultant's offices for inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records must be retained for a minimum of three (3) years after completion of the services.

6. **PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, Consultant must comply with all public records laws, and must specifically:

A. Keep and maintain public records required by the City to perform the service.

(1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

(2) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/subcontractor/subconsultant invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and, if Consultant does not transfer the records to the City following completion of this Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

D. Upon completion of this Contract, transfer, at no cost, to the City all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of this Contract, Consultant must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of this Contract, Consultant must meet all applicable requirements for retaining public records.

E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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.**

7. OWNERSHIP AND USE OF WORK PRODUCT

- A. It is understood and agreed that the Consultant must deliver to the City the Consultant's work product, including reports and other documents and data developed in connection with its services; this work product will become the City's property upon receipt. The Consultant hereby assigns all its copyright and other proprietary interests in the work product to the City.
- B. The Consultant may not use any of the work product on any non-City project unless the City agrees in writing. The City's reuse of the work product on other projects will be at the City's risk.
- C. The City records all land related changes and/or activities in its corporate based Geographic Information System (GIS). The Consultant must provide the City at no additional cost all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of each project, as a project deliverable for inclusion into the City's GIS. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards as provided in writing by the Administrative Agent.
- D. Computer systems and databases used for providing the documents necessary to this Contract must be compatible with existing City systems. The Administrative Agent will advise the Consultant of the systems and databases in writing or in the Notice to Proceed, and upon any changes thereafter.

8. CONSULTANT PERFORMANCE

- A. The timely performance and completion of the required services is vitally important. Consultant must assign an Administrative Agent, together with such other personnel as are necessary for timely delivery of services pursuant to the requirements of this Contract. Consultant's personnel assigned to perform the services of this Contract must comply with the information presented in the professional services response proposal made a part hereof by reference. Consultant must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to Consultant's key personnel must receive the City's Administrative Agent's written approval before any changes or substitution can become effective.
- B. The services to be rendered by Consultant must commence within one (1) calendar week of Consultant's receipt of written Notice to Proceed from the City.
- C. Consultant specifically agrees that all work performed under the terms and conditions of this Contract must be completed within the time limits as set forth, subject only to delays caused through no fault of Consultant or the City.
- D. Consultant agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for

this progress report. The City must be advised at the City's 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 must not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

9. CITY OBLIGATIONS

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. The responsibility of the City's Administrative Agent will include:
 - (1) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
 - (2) Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
 - (3) Review for approval or rejection all Consultant's documents and payment requests.
- B. The City will, upon request, furnish Consultant with all existing data, plans, studies, and other information in the City's possession which may be useful in connection with the work of this Project, all of which must be and remain the property of the City and must be returned to the City's Administrative Agent upon completion of the services to be performed by Consultant.
- C. The City's Administrative Agent will conduct periodic reviews of the work of Consultant necessary for the completion of Consultant's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist Consultant. The availability and necessity of additional City personnel to assist Consultant will be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The City must not provide any services to Consultant in connection with any claim brought on behalf of or against Consultant.

10. TERMINATION

- A. City's Termination With or Without Cause. The City Manager or designee may terminate any Work and this Contract, or both, with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.

- (1) The City may effectuate termination by delivering to the Consultant a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the Work is terminated and the date upon which the termination becomes effective.
 - (2) Except as otherwise directed in the notice, the Consultant must: (i) cease all work on the date of receipt of the notice of termination or other date specified in the notice; (ii) place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the Work not terminated; (iii) terminate all vendors and subcontracts; and (iv) settle all outstanding liabilities and claims.
 - (3) The Consultant must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services.
 - (4) The City will pay the Consultant for the portion of the terminated Work completed prior to delivery of the notice of termination. The City has no obligation under any circumstance to make any payment to the Consultant for terminated Work that has not been performed or that is performed after delivery of the notice of termination.
- B. Non-Appropriation: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission. No liability must arise, if a request for such appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, any commissioner, officer, employee, director, member or other natural person or agent of City must not have any personal liability in connection with the breach of the provisions of this section or in the event of a default by City under this section. This Contract must not constitute an indebtedness of City, or an obligation for which the City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. If funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will pay any outstanding invoices for work completed by the Consultant prior to such termination.
- C. Termination for Abandonment. If the Consultant abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Consultant indicating the intention to do so. The written notice must state the evidence indicating the Consultant's abandonment.

- D. Termination for Non-Civility. The Consultant agrees that its employees and agents will communicate with City employees and members of the public in a civil manner. Any aspect of the Consultant's performance, including complaints received from City employees or members of the public, may cause the City to terminate this Contract in accordance with the provisions contained herein.
- E. Consultant's Termination. The Consultant may terminate this Contract only in the event the City fails to pay the Consultant's properly documented and submitted payment request within ninety (90) calendar days of the Administrative Agent's approval, or if the City suspends a project for longer than ninety (90) calendar days.
- F. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract immediately in the event the Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Consultant, or an assignment is made for the benefit of creditors.
- G. Breach. In the event the Consultant is in breach of this Contract, the City must provide written notice of the breach and the Consultant will have ten (10) calendar days to cure, calculated from the date the Consultant receives the notice. If the Consultant fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate this Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Consultant due to:
- (1) The quality of a portion or all the Consultant's Work not being in accordance with the requirements of this Contract;
 - (2) The quantity of the Consultant's Work not being as represented in the Consultant's payment request, or otherwise;
 - (3) The Consultant's rate of progress is, in the City's reasonable opinion, whether Substantial Completion, Final Completion, or both, inexcusably delayed;
 - (4) The Consultant's failure to pay the Consultant's project related obligations, including but not limited to subcontractors, subconsultants, laborers, materialmen, equipment, and other suppliers;
 - (5) Claims made, or likely to be made, against the City or its property;
 - (6) Loss caused by the Consultant;
 - (7) The Consultant's failure or refusal to perform any of its obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
 - (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.

- H. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Consultant will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.
- I. E-Verify Violation.
- (1) If the City has a good faith belief that the Consultant has knowingly violated Florida Statutes Section 448.09(1), the City may immediately terminate this Contract.
 - (2) If the City has a good faith belief that a subcontractor/subconsultant has knowingly violated Florida Statutes Section 448.09(1), but the Consultant has otherwise complied, then the City must without delay notify the Consultant and order the Consultant to immediately terminate its contract with the subcontractor/subconsultant.
 - (3) The Consultant must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.
- J. Remedies. In the event of a default or breach of this Contract terms, the City may avail itself of every remedy given to it now existing at law or in equity, and every remedy must be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in the order as the City deems expedient. The exercise, or the beginning of the exercise, of one remedy must 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 set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11. INDEPENDENT CONTRACTOR

- A. The relationship between the Consultant and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. The Consultant retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the City.
- B. The Consultant is not entitled to any salary or benefits other than the compensation described in Section 2 of this Contract. The Consultant must provide, at their sole expense, all supplies and materials needed for the services that are not otherwise provided by the City.

12. WAIVER

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

13. NO HIRE

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

14. NOTICES

Except as specified elsewhere in this Contract, all notices provided for in this Contract must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

THE CITY'S ADMINISTRATIVE AGENT:

Manuel Abreu, Project Manager
City of North Port Public Works
1100 North Chamberlain Blvd.
North Port, FL 34286
TEL: 941.240.8091
Email: mabreu@northportfl.gov

WITH COPIES OF NOTICES TO:

City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@northportfl.gov

CONSULTANT'S REPRESENTATIVE:

Contact name: Thomas Ramsey, PE, Senior Vice Principal/Vice President
Company name: Geosyntec Consultants, Inc.
Street address: 12802 Tampa Oaks Blvd, Suite 151
Tampa, FL 33637
TEL 813.379.4407
EMAIL: TRamsey@Geosyntec.com

15. CONFLICTS

In the event of any conflict between the provisions of this Contract and RFP No. 2024-07 or Consultant's response, which are made a part hereof by reference, this Contract must control.

16. E-VERIFY SYSTEM: Upon entering into this Contract, the Consultant must be registered with and must continue during the term of this Contract to use the Department of Homeland Security E-Verify System as required by Section 448.095, Fla. Stat., Employment Eligibility, including but not limited to, verifying the work authorization status of all newly hired employees, and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant must maintain a copy of such affidavit for the duration of the contract.

17. SCRUTINIZED COMPANIES

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provided by the City, that all of the following are true:
 - (1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, 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 section 215.473, Florida Statutes; and
 - (3) It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

- (1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of this Contract terms and the City may terminate the Contract.
- (2) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
- (3) A person or entity that has been found to have provided a false certification must be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

18. FORCE MAJUERE

A. Should performance of any obligation created under this Contract become illegal or impossible by reason of:

- (1) A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

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

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

- D. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this section.

19. MISCELLANEOUS

- A. Authority to Execute Contract. The signature by any person to this Contract must be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and must 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 Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained in this Contract must 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 any provision contained in this Contract, or any acts of the Parties must not be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. If any court holds that any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, contracts, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other contracts between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing City's financial obligations under this Contract must require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all contract amendments on behalf of City that do not change City's financial obligations under this Contract.


- I. Assignment. The Consultant must not assign this Contract 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 must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

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

CONSULTANT
Geosyntec Consultants, Inc.

By:  (Signature)
SR Principal (Vice) President (Title)
THOMAS RAMSEY

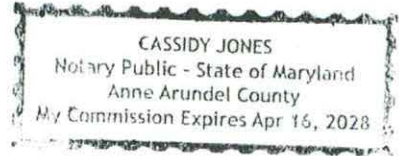
ACKNOWLEDGEMENT

STATE OF FLORIDA Maryland
COUNTY OF Howard

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of December 2024 by Thomas B. Ramsey (name) as SR Principal (title) for Geosyntec Consultants, Inc. (entity).
Vice President


Notary Public

Personally Known X 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



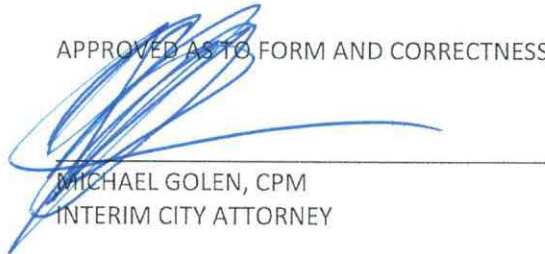
A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST



HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS



MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

EXHIBIT "A" TO CONTRACT NO. 2024-07

SCOPE OF SERVICES



12802 Tampa Oaks Boulevard, Suite 151
Tampa, Florida 33637
PH 813 810-5547
www.geosyntec.com

14 November 2024

Ms. Alla V. Skipper, CPPB
Senior Contract Administrator
Finance Department
City of North Port
4970 City Hall Blvd, Ste 337
North Port, FL 34286

**Subject: Scope of Services and Fee Proposal for Transfer Station Design and Permitting
North Port, Florida**

Dear Ms. Skipper:

Geosyntec Consultants, Inc. (Geosyntec) has prepared this technical scope of services and fee proposal for the City of North Port (City) to prepare design and permitting documents for the construction of a new transfer station and scalehouse to be located at 9.7-acre parcel on Yorkshire Street in North Port, Florida (hereinafter referred to as 'site').

This proposal was prepared by Marc J. Rogoff, Ph.D. and Sarah Gustitus-Graham, Ph.D., P.E. and reviewed by Thomas Ramsey, P.E. in accordance with the firm's internal review policy.

BACKGROUND

Based on typical standards for transfer station design and expressed input from the City, Geosyntec anticipates the following features for the transfer station and associated on-site facilities:

- scalehouse for weighing incoming and outgoing waste hauling trucks;
- office space and a restroom within the scalehouse;
- pre-engineered metal transfer station building with interior concrete containment walls;
- concrete tipping floor on an elevated earth embankment for temporary staging of waste during the working day;
- transfer trailer drive-through loading bay(s);
- parking areas for employees, visitors and transfer vehicles;
- a fueling station for city vehicles and equipment;

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- buffer area for open space, landscaping, trees, berms, and walls that reduce impacts on future neighbors; and
- holding area for inspecting incoming loads and holding unauthorized waste loads or materials for removal.

The overall goal of this task assignment is to complete the design and permit documents required to develop the facility. To achieve this goal, the following activities must be addressed:

- pre-application meeting with the Florida Department of Environmental Protection (FDEP) Southwest District;
- hydrogeological and geotechnical investigation of the proposed site;
- topographic and property line mapping of the property;
- detailed design of the transfer station building and scalehouse including architectural, foundation, pavement, structural, mechanical, electrical, plumbing, and fire suppression design;
- site civil design including grading and access roads;
- connection of the leachate management system to City wastewater infrastructure;
- environmental permitting including FDEP Solid Waste Transfer Station Permitting, and FDEP Environmental Resource Permitting (stormwater permitting).

Based on these assumptions, we have prepared a scope of services as follows.

SCOPE OF SERVICES

Geosyntec has organized the scope of services to provide a phased approach that will give the City maximum flexibility with regard to the development of the project. The project is split into two phases. During the first phase, the initial design and site development information is completed in order to allow the City to decide the specifics of the transfer station, consider value engineering opportunities, and set the stage for final development. For Phase 2, we have provided a scope and budget to complete the design and permitting assuming a design-bid-build scope of services.

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PHASE 1- SITE PLAN DEVELOPMENT

Task 1: Preliminary Design Options

Geosyntec understands that the City intends to review the benefits and drawbacks of potential options for transfer station design and operations.

Geosyntec will present a summary of the benefits and drawbacks of the following two designs:

1. An "Open-top" loading system utilizing a lift and load method, which is the most common type of transfer station design in the United States. The design for the lift and load method includes a push wall between the loading bays and the tipping floor that requires waste to be lifted 3 to 5 feet to be loaded in the top of the tractor trailer. During loading, waste is compacted either using a front-end loader or a wheeled excavator with a grapple.
2. A compactor system that would consist of a loading hopper that feeds a stationary, industrial compactor that is used to load the tractor trailer through the tailgate of the trailer. The compactor hopper can be loaded either with a front-end loader or by a conveyor belt.

Note that it is our understanding that no utilities are available at the site and that electric service would have to be extended more than two miles to service the property. For any waste handling system other than open-top, three-phase, 480-volt power will be required in order to run electric motors that will likely be more than 50 horsepower. This may be cost-prohibitive and will be reviewed early in the project.

We assume that the presentation on options will be delivered via a virtual Teams meeting, and a PDF version of the presentation will be provided to the client following the meeting. The design chosen by the City during this Task will guide elements of the design that are discussed further in Tasks 3 and 6.

Task 2: Existing Conditions Surveys (Topographic, Boundary and Ecological)

Geosyntec will subcontract a Florida Licensed Professional Land Surveyor to provide an existing conditions topographic and tree survey of the project area, as well as a property boundary survey for the 11.4-acre site made up of six combined parcels (Attachment 1). Given that the proposed property consists of up to six (6) different parcels, we assume that the City will provide an exhibit

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showing geometry of the proposed site to facilitate the surveyor's preparation of a new overall boundary. This survey will be incorporated into the engineering drawings for the project.

Geosyntec will subcontract an environmental consultant to conduct an aquatic resources delineation and listed species survey. The subconsultant will delineate the jurisdictional wetland limits in accordance with the Florida Wetlands Delineation Manual (Chapter 62-340, F.A.C.) suitable for submittal to the FDEP and in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual, 2010 Supplement. The wetland limits will be flagged in the field and the flag locations collected using a Global Positioning System (GPS) with sub-meter accuracy. The wetland limits will be shown on an aerial map and incorporated into engineering drawings for the project. Geosyntec will attend a site visit with the environmental consultant and FDEP to formally review and approve the jurisdictional lines. The results of the aquatic resources delineation and listed species survey will be summarized in an Environmental Assessment Report.

Task 3: Final Site Layout and Cost Estimate

To support the City's decision-making process, Geosyntec will prepare a final site layout and grading plan along with conceptual floor layouts of the transfer building and scalehouse as a means to support value engineering and City decision making for final development. This site plan design will be used to develop an engineer's cost estimate for construction of the facility and help inform the decision on which Phase 2 development option should be selected, as discussed further below.

Task 4: Permit Pre-Application Meetings

Permitting of the facility will require an FDEP Solid Waste Facility permit, an Environmental Resources Permit (ERP), and a modification to the City's existing Water Use permit through the Southwest Florida Water Management District (SWFWMD) as discussed further in Task 7. Pre-application meetings will be held as part of Phase 1 to determine if there are any extenuating circumstances that should be considered in permitting and would therefore increase the cost or complexity of Phase 2.

PHASE 2 – DETAILED DESIGN

As described in the introduction to the Scope of Services, Tasks 5 through 7 assume a traditional design-bid-build approach in which Geosyntec and its subconsultants will prepare detailed construction drawings and specifications that are necessary to permit and build the project using a

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general contractor in the open marketplace. If the City wishes to pursue a different procurement method, we will provide a revised scope of services at that point.

Task 5: Hydrogeological and Geotechnical Investigation

A geotechnical investigation of the site will be undertaken, culminating in production of a Geotechnical Investigation Report to be submitted to the Florida Department of Environmental Protection (FDEP) with the transfer station permit application. Based on our experience with similar sites, Geosyntec estimates that six (6) standard penetration test (SPT) borings and four (4) hand auger borings will be performed. Task 5 includes the following geotechnical investigation items:

1. Staking of proposed soil boring and hand auger locations.
2. Coordination with a driller to advance up to five (5) borings with SPT, to a depth of 30 feet (ft) below ground surface (bgs), and one (1) boring with SPT to 50 ft bgs.
3. Provide oversight of drilling activities, assumed to take up to 3 days to complete the field work.
4. Completion of up to four (4) hand augered borings with for field classification of soils collected to depths of 5 ft bgs.
5. Procure a geotechnical laboratory to perform up to two (2) soil classification tests.
6. A survey of potable water wells within 500 ft of the site.
7. Estimation of a seasonal high water table elevation.
8. Completion of up to two (2) double-ring infiltrometer tests within the footprint of the proposed stormwater feature(s).

The geotechnical investigation will be limited to obtaining information needed for structural design of the facility (i.e., for structural fill, foundation, and slab-on-grade design considerations). The final laboratory testing program will depend upon the soils encountered during drilling. Should clays be encountered, consolidation testing will be performed. Geosyntec has assumed that we will obtain, at a minimum, two samples (one sand and one clay). Required tests will include

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moisture content, Atterberg (for fine-grained soils) and grain size distribution, organic content, and consolidation.

This information will be incorporated into a geotechnical report for the project. The report will include a review of the data obtained, including: (i) description of soil conditions; (ii) stratigraphy; and laboratory test data; (iii) geotechnical analyses, including bearing capacity and settlement analyses for the elevated earth embankment and building; and (iv) recommendations for the type and design of the foundation for the building. This task does not include detailed foundation design, which will be completed in Task 6 following input from the building manufacturer.

Task 6: Transfer Station Design

- Transfer station design requirements for Task 6 are subdivided into site development design and building design. Site development will be completed by Geosyntec and includes stormwater management, access road and other paved area design, and leachate management. Proposed elevations for the tipping floor and loading bays will be based on surrounding grades and the need to tie into internal and public roads.
- For the transfer building, design work will be performed by Geosyntec's subconsultants. Geosyntec anticipates using Howard and Associates (Howard) for architecture, Wekiva Engineers, LLC (Wekiva) for structural engineering, BSA LifeStructures (BSA) for fire suppression, and EMI Florida (EMI) for mechanical, electrical, and plumbing design. All four firms have similar industrial design and/or specifically transfer station-specific expertise. Howard, Wekiva, BSA, and EMI have prepared detailed proposals describing their work for the project, which are attached for your reference. We can provide additional information on qualifications of our subconsultants if requested.
- We anticipate that the final permit level drawing set will include between 50 and 70 total drawing sheets, broken down into the following categories:
 - Site Civil Drawings: 10 to 15 sheets
 - Architectural Drawings: 10 to 20 sheets
 - Building Structural Drawings: 10 to 15 sheets
 - Electrical and Utility Drawings: 15 to 35 sheets
 - Erosion and Sediment Control Drawings: 5 to 8 sheets

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Note that one of the drivers for the large number of drawings is the fact that two buildings will be constructed (waste transfer and scale house), necessitating architectural, structural, and mechanical/electrical elements for each.

Design documents for the permitting of the transfer station will include the following:

1. An existing conditions plan and a proposed drainage plan that shows the plan view of the proposed site development and stormwater improvements along with applicable cross sections of the stormwater detention areas and drainage features. An erosion and sediment control plan will be developed to show silt fence and turbidity curtain (if needed) along the project boundary along with the required details.
2. A pre-engineered metal building of approximately 10,000 to 15,000 ft² for the transfer station. The size of the transfer station building will be decided during Task 1, based on input from the City, including construction budget and long-term needs. The tipping floor for the transfer station will incorporate high strength, steel fiber reinforced concrete in order to improve durability against abrasion and reinforced concrete push walls to protect the building and provide stacking for temporary waste storage on the tipping floor. Note that no employee facilities have been assumed in the transfer building as they will be located within the scalehouse (described below).
3. Transfer trailer loading bay(s), the details of which will be determined based on the transfer station design that the City decides upon in Task 1.
4. Sprinkler system and mechanical ventilation. Ventilation will be designed to reduce dust and vent potential odors away from nearby properties. Geosyntec's understanding is that no utility (i.e., power, water and sewer) connections are available in the vicinity of the site. Therefore, design for a water well and storage tank for fire suppression will be provided.
5. Development of a leachate collection system. Leachate collection will be provided for the tipping floor and loading bays using a leachate sump. The leachate collection system will be drained to an on-site storage tank, to be periodically emptied by a vacuum truck. The leachate collection system will be designed with integral trash/grit removal that will be readily accessible to support maintenance. Geosyntec understands that there are no sewer connections in the vicinity of the site.
6. A scale facility that includes a pre-fabricated metal scale house that is approximately 750 square feet and includes a scale master work station, a restroom, and a small office space that could be used as a breakroom. The scale facility will include one 60-ft long scale, leaving space for a second scale if the City chooses to install one in the future. The facility

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will be designed to allow for efficient processing of incoming/outgoing truck traffic based on coordination with the City regarding expected volumes and types of customers for the facility. Geosyntec recommends avoiding a modular building as our experience is these facilities have a limited service life and require significant maintenance.

7. Extension of the existing electric service from the public right-of-way. We assume that the City will facilitate internally with the local utility to extend electric supply to the site. Design of one on-site generator is included.
8. Design of a stormwater management pond. A stormwater management pond sized in accordance with City and State requirements will be located to manage runoff for the completed facility. Note that several smaller ponds may be used instead of one larger pond depending on the final layout of the facility.
9. A fuel station location will be designated on the plans for use by solid waste collection vehicles, transfer trailers, and vehicles from other various City operations. We assume the City will contract with its fuel supplier for a unified, above-ground storage tank and fueling system, therefore, design will be limited to the tank pad and electric service.
10. Design of an entrance, driveways and parking areas to facilitate the flow of traffic across the facility.

Geosyntec assumes a total of four in meetings with the City for this task. With the exception of a kick-off meeting, meetings are assumed to be held via Microsoft Teams. Additionally, Geosyntec assumes weekly communication with subcontractors regarding design and deliverables.

Task 7: Facility Permitting Support

In Task 7 Geosyntec will prepare permit submittals required for the transfer station. Note that Yorkshire Street is a city owned street. Therefore, while design of the entrance is included in the scope, permitting related to constructing an entrance onto Yorkshire Street is not included in this proposal. Additionally, we assume that the City will manage all permitting and approvals related to planning and zoning for the selected site. The following permitting is included in the scope of work:

- Florida Department of Environmental Protection (FDEP) Application to Construct, Operate, or Modify a Waste Processing Facility. Under Florida law, waste processing facilities shall be permitted pursuant to Section 403.707, Florida Statutes (F.S.) and in accordance with Florida Administrative Code (FAC) Rules 62-701.320 and 62-701.710. Geosyntec will prepare and submit the permit application package to FDEP,

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which will comply with the requirements of FS and FAC. As such, it will include the design plans and specifications prepared under Task 6, a site plan, an engineering report, an operation plan, closure plan, and any other required forms and background documentation required. The FDEP fee of \$2,000 is included in this proposal.

- Environmental Resource Permit (ERP). Geosyntec will prepare and submit the required ERP permit application package for stormwater to the FDEP. A pre-application meeting will be held with the FDEP South District to discuss the project details and intent. Upon completion of the pre-application meeting and engineering plans, Geosyntec will electronically submit the permit application and the engineering plans to the FDEP for review and approval. The ERP application fee of \$1,500 is included in this proposal. An additional site visit has been included in the proposed budget if a FDEP representative requests a site visit. In addition, Geosyntec assumes one (1) response to comments from the FDEP for the ERP application. Because the FDEP comments are not known at this time, the level of effort to respond to comments is also unknown. However, for the purposes of budgeting, Geosyntec has assumed 48 hours of effort for preparing responses to FDEP comments.
- Water Use Permit. Geosyntec assumes that a modification to the City's existing Water Use Permit can be made to incorporate a well for the on-site water needs. This assumption will be confirmed during a pre-application meeting with SWFWMD as part of Task 4.
- City of North Port Development Order and Building Permit. Because pre-engineered metal buildings will be used, final submittals for building permits will be made by the Contractor after the detailed structural design submittal is prepared by the pre-engineered metal building manufacturer. It is assumed that this submittal will be bundled with the site development and building design drawings prepared by Geosyntec and its subconsultants. Support for obtaining local building permits, including response to building permit review comments, will be made by the appropriate subconsultant design firm.

Note that wetlands are present on site, but due to their concentration on one side of the site, impacts to the wetlands are not expected. Therefore, this proposal excludes wetland mitigation work. If wetland mitigation is required based on the final site plan, additional effort will be required to address mitigation options. In addition, we have assumed that public hearings will not be required for the project. We assume that the City will provide technical and logistical support in obtaining local permits.

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DELIVERABLES

The site civil and building design will be prepared at the 30 percent, 60 percent, 90 percent, and final design stages. For the 30 percent design, we anticipate the design will include site layout showing traffic patterns and limits of paving, grading plans, building layout and elevations, and utilities layout. At this stage, we will coordinate with the City regarding remaining preferences or development details such as pavement cross-section, armor plating, and leachate management.

For the 60 percent design, comments from the 30 percent design will be addressed and additional details will be incorporated. The table of contents for technical specifications will also be prepared.

For the 90 percent design, the design will be developed further to include detailed architectural, structural, and mechanical/electrical design, stormwater management plan, and detailed specifications. In addition, permit submittals for FDEP will be prepared. Finally, an engineer's cost estimate will be prepared for the City. Following receipt of comments from the City on the 90 percent design, submittals will be made to FDEP to initiate permitting.

For the final design stage, all components listed above will be complete and ready for submission to regulatory agencies for review. Geosyntec will provide two hardcopies of the final permit application, one each for the City and FDEP. An electronic copy of the submittal package will also be provided to the City and FDEP.

SCHEDULE

A proposed schedule for the project is provided below, and a detailed schedule is provided in Exhibit C. Note that the time required for permitting is outside the control of Geosyntec and represents the greatest uncertainty in the project schedule.

Surveys and Hydrogeological and Geotechnical Investigation: 4 weeks from notice to proceed

Prepare 30% Design Submittal: 10 weeks from completion of surveys and hydrological and geotechnical investigation

Prepare 60% Design Submittal: 8 weeks from receipt of comments for the 30% Submittal

Prepare 90% Design Submittal: 3 months from receipt of comments for the 60% Submittal

Prepare 100% Design Submittal: 4 weeks from receipt of comments for the 90% Submittal

FDEP and City Permitting: 3 months from 100% Design Submittal

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As shown, it is expected that the project will require approximately 11 months to get the City to a position where it can prepare Bid Documents in order to solicit bids for construction of the facility.

PROPOSED PROJECT TEAM

Geosyntec proposes to have Marc Rogoff, Ph.D. serve as overall Project Manager and leader for Geosyntec's services. Dr. Rogoff, has over 38 years' experience in solid waste design services. He also has experience with management of civil design and construction projects. Sarah Gustitus-Graham, Ph.D., P.E, will serve as the Assistant Project Manager and support the completion of all elements of this project.

Thomas Ramsey, P.E., will serve as Project Director. In this capacity, he will provide senior review of all Geosyntec deliverables and ensure that needed resources are made available for the project. Mr. Ramsey is a registered Professional Engineer in the State of Florida and has over 30 years' experience in solid waste facility design, including design experience at over a dozen transfer stations.

BUDGET

A summary of Geosyntec's cost proposal to perform the scope of services described herein is provided in the budget table below. Detailed cost summary tables, subcontractor proposals, and Geosyntec unit rates and labor categories used to generate the budget are included in Exhibit B. The budget and scope assume that the City will pursue a design-bid-build scope of services. If the City chooses to pursue a design/build project structure, the budget and scope will require revisions. The current scope excludes construction services.

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PHASE 1

Task 1	Preliminary Design Options and Technology Review	\$16,840
Task 2	Existing Conditions Surveys	\$59,445
Task 3	10% Design and Cost Estimate	\$11,155
Task 4	Pre-Application Permitting Meetings	\$11,160

PHASE 2

Task 5	Hydrogeological and Geotechnical Investigation	\$47,083
Task 6	Transfer Station Design (30-100%)	\$558,492
Task 7	Permitting	\$110,455

PHASE 1 TOTAL \$98,600

PHASE 2 TOTAL \$716,030

TOTAL \$814,630

This project will be performed under a stand-alone, project-specific contract and will be invoiced monthly and billed on a Time and Material basis, not to exceed the proposed amount. This budget pertains to the scope of services outlined in this proposal, should additional work be required by the City that is outside of the scope of services described in this proposal, Geosyntec will request authorization from the City before proceeding.

NCP237157

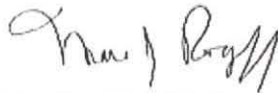
engineers | [scientists](#) | innovators

Ms. Alla Skipper
14 November 2024
Page 13

CLOSING

Geosyntec appreciates the opportunity to provide continued professional services to the City of North Port. Please do not hesitate to contact the undersigned with any questions or comments related to this proposal.

Sincerely,



Marc J. Rogoff, Ph.D.
Senior Consultant



Thomas B. Ramsey, P.E.
Senior Principal



Sarah A. Gustitus-Graham, Ph.D., P.E.
Project Engineer

Attachments:

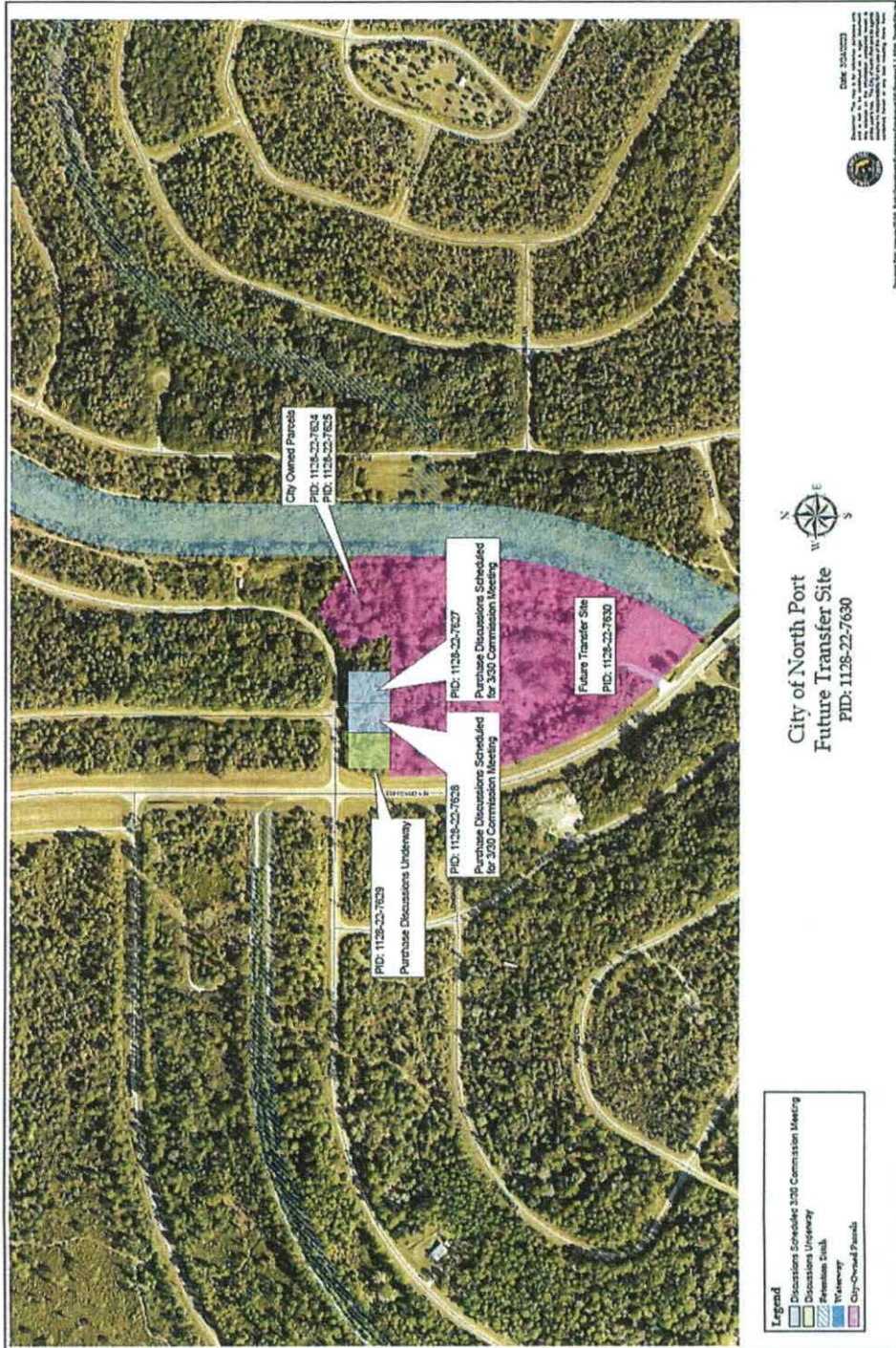
- Attachment 1 – Proposed Site
- Attachment 2 – Detailed Cost Summary Tables
- Attachment 3 – Subcontractor Proposals
- Attachment 4 – Geosyntec Rates, 2024-2025
- Attachment 5 – Proposed Schedule

NCP237157

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ATTACHMENT 1 TO EXHIBIT "A" TO CONTRACT NO. 2024-07 - SCOPE OF SERVICE

Proposed Site



**North Port Transfer Station Design and Permitting
City of North Port, Florida**

PM: Marc Rogoff

Proposal No.: NCP237157

Phase	Phase Outline	Task Geosyntec Labor Totals	Estimated Labor (h)												
			Sr. Principal	Principal	Professional					CADD			Clerical	Admin. Assistant	
					Senior	Project	Prof.	Sr Staff	Staff	Sr. Designer	Designer	Sr. Drafter			
TR	CB	TA, MS	MR, SQ, BS	TC	-	S&G, IB	BL, CMV	-	-	-	-				
Phase 1	Task 1 - Preliminary Design and Technology Review (4 Subtasks)	\$16,840.00	10			26	10				24				4
	Task 2 - Existing Conditions (4 Subtasks)	\$9,145.00	1			36									2
	Task 3 - Site Layout and Cost Estimate (2 Subtasks)	\$11,155.00	3			8	8			10	24				
	Task 4 - Permit Pre-Application Meetings (4 Subtasks)	\$11,160.00	8			36									
Phase 2	Task 5 - Geotechnical Investigation (5 Subtasks)	\$34,870.00			10	4	30			134	12				2
	Task 6 - Transfer Station Design (30-100%) (13 Subtasks)	\$264,700.00	65		93	562	116			8	250	20			35
	Task 7 - Permitting (9 Subtasks)	\$106,455.00	17	36	58	210				96	40				4
	Total Project Hours	2,012	134	36	161	882	164	0	246	350	20	0	0	0	47
	Billing Rates	\$0.00	\$315.00	\$295.00	\$270.00	\$240.00	\$215.00	\$190.00	\$165.00	\$205.00	\$170.00	\$155.00	\$75.00	\$95.00	
	Specialized Computer Application Rates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Total Labor	\$454,325.00	\$32,760.00	\$10,620.00	\$43,470.00	\$211,680.00	\$35,260.00	\$0.00	\$40,920.00	\$71,750.00	\$3,400.00	\$0.00	\$0.00	\$4,465.00	

Reimbursables	Cost
Total Reimbursables \$	4,000.00
Subcontractors	Cost
Total Subcontractors \$	356,305.00

BUDGET SUMMARY	
Total Hours	2,012
Total Labor \$	454,325.00
Total Subcontractor (+0%) \$	356,305.00
Total Reimbursables (+0%) \$	4,000.00
Preliminary Budget \$	814,630.00
0% Contingency/Comm Fee \$	-
Total Budget \$	814,630.00



Developed and owned by Greg Brown

EXHIBIT "B" TO CONTRACT NO. 2024-07
FEE SCHEDULE
 Professional Engineering Services for Solid Waste Transfer Station Design
 Contract No. 2024-07

Geosyntec Rates

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Staff Professional	\$165
Senior Staff Professional	\$190
Professional	\$215
Project Professional	\$240
Senior Professional	\$270
Senior Consultant	\$270
Principal	\$295
Senior Principal	\$315
<u>Construction Services</u>	
Technician	\$96
Senior Technician	\$115
Site Manager	\$140
Construction Manager	\$164
<u>Design, Graphical, and Administrative Services</u>	
Senior Designer	\$205
Designer	\$170
Senior Drafter/Senior CADD Operator	\$155
Drafter/CADD Operator/Artist	\$140
Project Administrator	\$95
Clerical	\$75
<u>General</u>	
Direct Expenses	Cost plus 0%
Subcontract Services	Cost plus 0%
Technology/Communications Fee	0% of Professional Fees
Specialized Computer Applications (per hour)	\$0
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$0.09

Rates are provided on a confidential basis and are client and project specific.

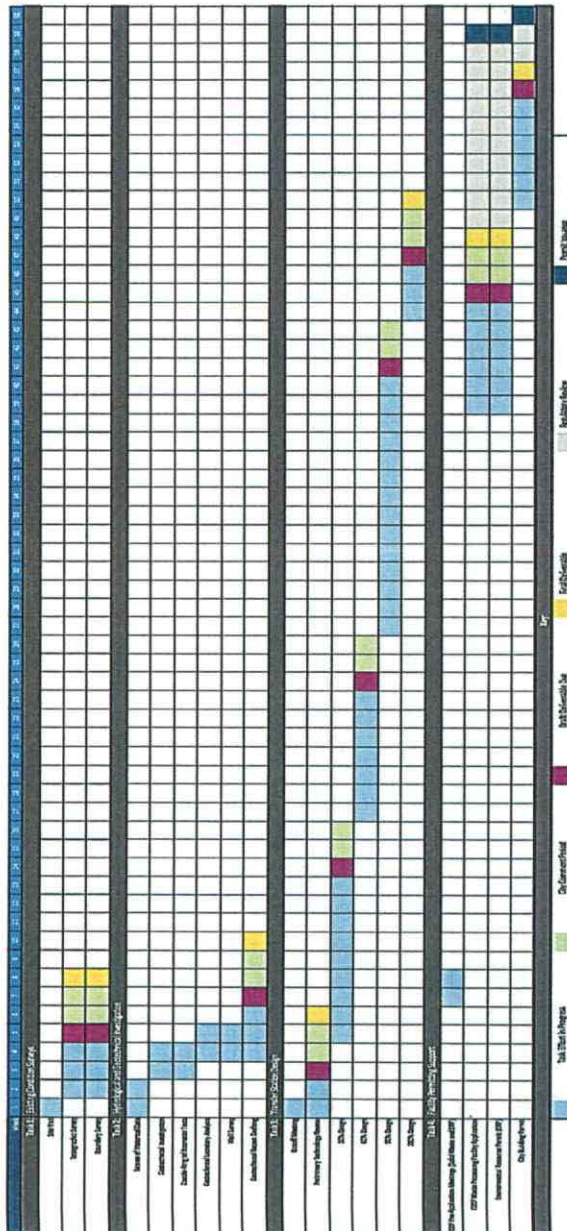
Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

EXHIBIT "C" TO CONTRACT NO. 2024-07

PROJECT SCHEDULE

Prepared Project Schedule
 Initial and Revised Schedule Design and Planning
 March 2024



ATTACHMENT 5

CERTIFICATION REGARDING LOBBYING

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

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

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

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



Signature of Contractor's Authorized Representative

Thomas B. Ramsey

Name

Senior Principal/Vice President

Title

12/4/2024

Date

ATTACHMENT 6 -


NON-COLLUSIVE AFFIDAVIT

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

Tom Ramsey, PE who, being first duly sworn, deposes and says that:

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

Signed, sealed, and delivered on December 4th, 2024.



Signature
Thomas B. Ramsey

Printed Name
Senior Principal / Vice President

Title

SWORN ACKNOWLEDGMENT

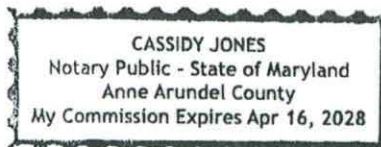
STATE OF Maryland
COUNTY OF Howard

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 4th day of December 2024, by Thomas B. Ramsey.



Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



ATTACHMENT 7

CONFLICT OF INTEREST FORM

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

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

I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: _____

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

Identify the name of the spouse or child: _____

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

Identify the name of the person and the entity _____

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

Identify the name of the employee, public officer, or advisory board member _____

None of the Above

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

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

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

N/A

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



Signature of Person Authorized to Bind the Contractor

Thomas B. Ramsey

Printed Name

Senior Principal/Vice President

Title

12/4/2024

Date

ATTACHMENT 8

PUBLIC ENTITY CRIME INFORMATION


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

I, Tom Ramsey, PE, being an authorized representative of the Contractor, have read and understand the contents above.

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

Telephone #: 813-558-0990 _____ Fax #: 813-558-9726 _____

Federal ID #: 59-2355134 _____ Email:
TRamsey@geosyntec.com _____



Signature of Contractor's Authorized Representative
Thomas B. Ramsey SR Principal / Vice President
Name and Title of Contractor's Authorized
Representative
12/4/2024

Date

SWORN ACKNOWLEDGMENT

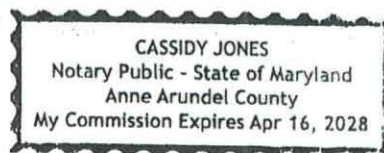
STATE OF Maryland
COUNTY OF Howard

Sworn to (or affirmed) and subscribed before me by means of physical presence or _____ online notarization, this 4 day of December 2024, by Thomas B. Ramsey.



Notary Public - State of Florida Maryland

Personally Known OR Produced Identification _____
Type of Identification Produced _____



ATTACHMENT 9

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor, Geosyntec Consultants, Inc.:

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 B. Borsari

Printed Name

SR Principal/Vice President

Title

12/4/2024

Date

ATTACHMENT 11

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: Geosyntec Consultants, Inc. _____
Authorized Representative Name and Title: Tom Ramsey, PE, Senior Principal/Vice President
Address: 12802 Tampa Oaks Blvd, Suite 151 City: Tampa State: FL ZIP: 33637
Phone Number: 813-558-0990 Email Address: tramsey@geosyntec.com

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


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

CHOOSE ONE OF THE FOLLOWING

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

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

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

Certified By: 
Signature of Contractor's Authorized Representative
Thomas Ramsey
Name
SR PRINCIPAL / VICE PRESIDENT
Title
4 DEC 2024
Date

ATTACHMENT 12

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

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

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

VENDOR: Geosyntec Consultants, Inc.

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: THOMAS RAMSEY, SR PRINCIPAL / VICE PRESIDENT

Date Certified: 4 DEC 2024

ATTACHMENT 15

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

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

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

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

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

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

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

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

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

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

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

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

Geosyntec Consultants, Inc.
Company Name (Contractor)

Thomas B. Bauscy
Authorized Representative Name

59-2355134
Federal Issued Tax
Identification Number
(If Social Security number DO NOT enter)

Tax ID Number

[Signature]
Authorized Representative Signature

04422
CAGE Code issued through www.sam.gov

DATE: 12/4/2024

ATTACHMENT 19

Anti-Human Trafficking Affidavit


Anti-Human Trafficking Affidavit

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

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

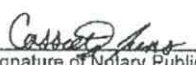
- A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the City of North Port ("City") from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:
 - "Coercion"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

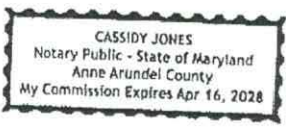
I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. Under penalties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

Authorized Signature:  Date: 11/8/2024
 Printed Name: Thomas B. Ramsey Title: Vice President/Senior Principal

STATE OF Maryland
 COUNTY OF Howard

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of November, 2024, by Thomas B. Ramsey, as Vice President/Senior Principal of Geosyntec Consultants, Inc., the Entity, and is personally known to me or produced identification. Type of identification produced _____.


 Signature of Notary Public
 Cassidy Jones
 Name of Notary Typed, Printed or Stamped
 My Commission Expires: April 16th, 2028



Effective 7/1/24
 Rev Aug 2024

ATTACHMENT 20

AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS

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

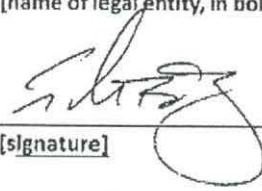
1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place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

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

ENTITY

GEOSYNTEC CONSULTANTS, INC.

[name of legal entity, in bold ALLCAPS]


[signature]

Thomas B. Ramsey, Vice President/Senior Principal

[name and title]

11/8/2024
[date]

Effective 7/1/2024

ATTACHMENT 21

Truth in Negotiation Certification

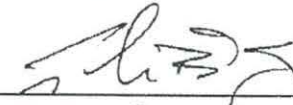
TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of North Port requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Geosyntec Consultants 11/8/2021
Name of Consultant Date

By: 
THOMAS RAMSELL
SR PRINCIPAL / VICE PRESIDENT