

**CONTRACT NO. 2023-38.005    Continuing Contract 2023-38.005**  
**FOR PROFESSIONAL SURVEYING SERVICES**

**THIS** Contract No. 2023-38.005 for Professional Surveying Services – Continuing Contract (“Contract”) is made and entered by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“City”) and ESP Associates FL, Inc., a North Carolina, Foreign Profit Corporation registered to conduct business in the State of Florida, whose principal place of business is 3475 Lakemont Boulevard, Fort Mill, South Carolina 29708 (“Consultant”).

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

**1. CONSULTANT’S SERVICES**

- A. Consultant agrees to diligently and timely perform professional surveying services as described in the Request for Proposal No. 2023-38, and Consultant’s proposal for the overall Scope of Services for this Contract attached as Attachment A (“Scope of Services”).
- B. This Contract commences immediately upon the execution of the Contract by both the City and Consultant. The term of the Contract remains in effect for a period of three (3) years or until September 30, 2026, whichever occurs first with the option to renew for two (2) additional one (1) year terms, subject to Consultant’s satisfactory performance, by mutual agreement, within the City’s budgetary limitations, and subject to the same terms and conditions as appear herein.

**2. COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES**

A. Compensation

- 1. Consultant will receive payments in accordance with the rates provided in the Fee Schedule (Attachment B) and approved Work Assignment(s) (Attachment C) as compensation for its services. The Scope of Services, Fee Schedule, and maximum compensation for each Work Assignment must be determined individually as the need for a project assignment arises. Work Assignments issued under this Contract shall not exceed thresholds set forth in Florida Statute §287.055(g) as amended. Work Assignments must require approval of the City Manager or designee. Compensation must include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Contract except those indicated as ineligible for reimbursement below. The Scope of Services, Fee Schedule, and Work Assignment Form (Attachments A, B, and C respectively) are attached hereto and incorporated in this Contract.
- 2. No claim for reimbursement for these expenses shall be made to the City.
  - a. Travel related expenses and costs including labor.
  - b. Four (4) sets of signed and sealed permitting plans.
  - c. Computer usage, telephone expenses, fax, copies, printing, and postage.
  - d. Subcontractor mark-up.

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**B. Method of Payment**

1. The City will pay the Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Chapter 218 Section 218.70, *et seq*, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. The 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 shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
3. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.
4. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
5. Consultant's invoices must be in a form satisfactory to the City of North Port Finance Department, who will initiate disbursements.

**3. 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

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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.
- G. Consultant shall perform all services in each mutually agreed upon Work Assignment.

**4. PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, Consultant 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 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 the

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Contract term and, if Consultant does not transfer the records to the City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

- D. Upon completion of the 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 the 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 the 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](mailto:Publicrecordsrequest@northportfl.gov).**
- F. Failure of Consultant to comply with these requirements constitutes a material breach of this Contract. Further, Consultant may be subject to penalties under Florida Statutes, Section 119.10.

**5. OWNERSHIP AND USE OF DOCUMENTS**

- A. It is understood and agreed that all the documents, or reproducible copies, developed by Consultant in connection with its services, including but not limited to reports, designs, specifications, and data, must be delivered to, and shall become the property of the City as they are received by the City and when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work products for its records. Consultant hereby assigns all its copyright and other proprietary interests in the products of this Contract to the City. Specific written authority is required from the City's Administrative Agent for Consultant to use any of the work products of this Contract on any non-City project.
- B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

**6. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL**

- A. The timely performance and completion of the required services is vitally important to the interest of the City. Consultant must assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this 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 said changes or substitution can become effective.

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- 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 of the status of work to be performed by Consultant upon the City's written request.
- 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. The Project Schedule will be attached to each mutually agreed upon Work Assignment.

**7. OBLIGATIONS OF THE CITY**

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. If necessary, the City may authorize a specific program manager to perform the responsibilities of the City's Administrative Agent. The City will designate any specific program manager in the Notice to Proceed. 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 said 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.

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- D. The City must not provide any services to Consultant in connection with any claim brought on behalf of or against Consultant.

**8. TERMINATION**

- A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Contract may be terminated with or without cause by the City Manager or designee in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination must be effected upon delivery to the Consultant of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Consultant must stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. Consultant will be paid only for such work performed and materials supplied up to the termination. The City must not make any payment to Consultant for services that have not been performed or that are performed subsequent to the termination date.

Upon termination Consultant must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by Consultant in connection with its services. The City will, upon receipt of the aforesaid documents, pay to Consultant and Consultant must accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Exhibit A – Scope of Services and Exhibit B – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to Consultant in accordance with Section 2 of this Contract and any amounts withheld by the City to settle claims against or to pay indebtedness of Consultant in accordance with the provisions of this Contract.

- B. NON-APPROPRIATION: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, must comply with the Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs must not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability 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 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. In the event that funds are not

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available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Consultant prior to such termination.

- C. **ABANDONMENT:** If Consultant has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to Consultant indicating its intention to do so. The written notice must state the evidence indicating Consultant's abandonment.
- D. Consultant will have the right to terminate services only in the event of the City failing to pay Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- E. The City Manager or designee reserves the right to terminate and cancel this Contract in the event Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for Consultant, or an assignment is made for the benefit of creditors.
- F. In the event Consultant breaches this Contract, the City must provide written notice of the breach and Consultant will have ten (10) calendar days from the date the notice is received to cure. If Consultant fails to cure to the City's satisfaction within the ten (10) calendar days, the City Manager or designee has the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Consultant due to:
  - 1. The quality of a portion or all of Consultant's work not being in accordance with the requirements of this Contract;
  - 2. The quantity of Consultant's work not being as represented in Consultant's Payment Request, or otherwise;
  - 3. Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
  - 4. Consultant's failure to use Contract funds, previously paid Consultant by the City, to pay Consultant's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
  - 5. Claims made, or likely to be made, against the City or its property;
  - 6. Loss caused by Consultant; or
  - 7. Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.
- G. **Payment adjustments.** In the event that the City makes written demand upon Consultant for amounts previously paid by the City as contemplated in the clause, Consultant must promptly

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comply with such demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

H. E-Verify Violation.

- (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
- (2) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
- (3) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

- I. REMEDIES: In the event of a default or breach of the contract terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy will be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

**9. INDEPENDENT CONTRACTOR**

Consultant must perform all work services and activities under this Contract, an independent contractor and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract must, at all times and in all places be subject to Consultant's sole direction, supervision, and control. Consultant must exercise control over the means and manner in which it and its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to the City must be that of an independent contractor and not as employees or agents of the City. Consultant does not have the power or authority to bind the City in any promise, agreement, or representation other than as specifically provided for in this Contract. Consultant must not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**10. WAIVER**

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law.

**11. NO HIRE**



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

**12. NOTICES**

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

As to the City:                    Anthony Friedman, P.E., PTOE, Project Manager  
City of North Port  
Public Works Department  
1100 N. Chamberlain Blvd.  
North Port, FL 34286  
TEL 941.240.8098  
EMAIL: [afriedman@northportfl.gov](mailto:afriedman@northportfl.gov)

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

As to Consultant:                Joseph R. Bruno, Jr. PLS (NC)  
ESP Associates FL, Inc.  
518 13<sup>th</sup> St West  
Bradenton, FL 34205  
Phone: 941.345.5451  
[wjsmith@espassociates.com](mailto:wjsmith@espassociates.com)

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

**13. ATTORNEYS' FEES**

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

**14. CONFLICTS**

In the event of any conflict between the provisions of this Contract and RFP No. 2023-38 or Consultant's response, which are made a part hereof by reference, the Contract must control.

**15. E-VERIFY**

The City, Consultant and every subcontractor must register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A Consultant who enters into a contract with a subcontractor, must require that the subcontractor provides the Consultant a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Consultant must comply with all other federal laws pertaining to the subcontractor.

**16. SCRUTINIZED COMPANIES**

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

**17. FORCE MAJUERE**

A. Should performance of any obligation created under this 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 will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance 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.

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

**18. MISCELLANEOUS**

- A. Authority to Execute 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 hereunder.
- 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 shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this 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 herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to Consultant. Only the City Commission can approve increases in compensation under this Contract.

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- 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.

**19. ATTACHMENTS AND OTHER SUPPLEMENTAL TERMS AND CONDITIONS**

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

ATTACHMENT A – SCOPE OF SERVICES

ATTACHMENT B – FEE SCHEDULE

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

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**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 9 – DRUG-FREE WORKPLACE FORM

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ATTACHMENT 14 – PERFORMANCE AND PAYMENT BOND

ATTACHMENT 15 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

ATTACHMENT 16 - CONTRACT CHANGES

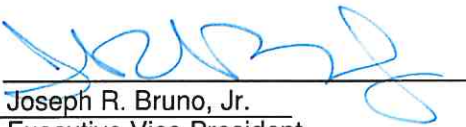
ATTACHMENT 17 – SANCTIONS AND PENALTIES

ATTACHMENT 18 – TERMINATION FOR CONVENIENCE

CONTRACT NO. 2023-38.005 Continuing Contract 2023-38.005  
FOR PROFESSIONAL SURVEYING SERVICES

IN WITNESS WHEREOF, the parties have executed this Contract below.

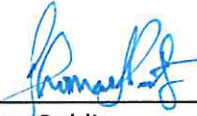
CONSULTANT  
ESP ASSOCIATES FL, Inc.

By:   
Joseph R. Bruno, Jr.  
Executive Vice President

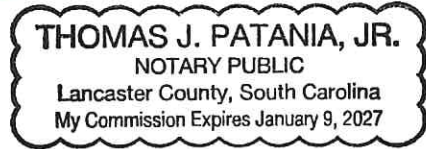
**ACKNOWLEDGEMENT**

STATE OF South Carolina  
COUNTY OF Lancaster

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this 31<sup>ST</sup> day of January 2024, by Joseph R. Bruno, Jr. as Exec Vice President for ESP Associates FL, Inc.

  
\_\_\_\_\_  
Notary Public

Personally Known x OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**CONTRACT NO. 2023-38.005    Continuing Contract 2023-38.005**  
**FOR PROFESSIONAL SURVEYING SERVICES**

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2024.

CITY OF NORTH PORT, FLORIDA

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

ATTEST

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

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY



**CONTRACT NO. 2023-38.005**    Continuing Contract 2023-38.005  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT A TO CONTRACT NO. 2023-38.005  
**GENERAL SCOPE OF SERVICES**

**1. SCOPE OF SERVICES**

The scope of work is a general guide to the work the City expects to be performed by the Consultant and is not a complete listing of all services that may be required or desired.

In accordance with Florida Statutes Section 287.055, a “continuing contract” is a contract for Professional Services entered into in accordance with all the procedures of the Consultants Competitive Negotiation Act between an agency and a firm whereby the firm provides Professional Services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for Professional Services for each individual study under the contract does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing Professional Services under continuing contracts shall not be required to bid against one another.

A. Proposers shall have the ability to perform professional surveying services for City of North Port Public Works through a continuing contract. The scope of work will consist of, but not be limited to the following:

1. Line and grade layout for roadway and property drainage.
2. Boundary and topographic surveys.
3. Mapping.
4. Construction staking – horizontal and vertical control surveys.
5. Location surveys.
6. Survey data collection, including cross-sections and data reduction.
7. Preparation and production of necessary survey documents and reports for recording and/or legal purposes.
8. Other Work Assignments relating to Professional Surveying Services.

**2. ADDITIONAL SERVICES**

Other Departments may utilize this contract for professional surveying services through the same Work Assignment process.

A. Additional work for the City may include, but is not limited to the following:

1. Line and Grade for residential/commercial drive culverts
2. Boundary and location surveys
3. Legal descriptions for districts
4. Field surveys for well location, grade elevation measurements/monitoring
5. Horizontal and vertical control surveys

**3. PROJECT REQUIREMENTS**

- A. The selected Proposers may be required to present reports and recommendations to the public as requested and scheduled by the Director of Public Works. The firms will be required to submit all presentations or publications relating to City work for review and approval by the City of North Port Public Works prior to distribution.
- B. Proposer will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the project throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement.
- C. For each Work Assignment, the selected Engineer of Record shall prepare and submit for approval, a complete scope of work, an estimate of "Hourly Not to Exceed" costs, time schedule for completion of the Work Assignment and list of personnel assigned to the performance of the task(s) within ten (10) working days of request, or as mutually agreed upon.
- D. In the event any portions of the Work Assignments are to be subcontracted, the Engineer of Record shall identify those firms and their qualifications for approval by the City of North Port Public Works. The resume of all major individuals who will participate in the completion of the Work Assignment shall also be submitted. No markup in fees will be allowed for the use of subcontractors.
- E. In addition to the hard copies required to be submitted above, all deliverables required in the performance of Work Assignments shall be submitted to City of North Port Public Works in the appropriate electronic media format via USB, CDs, email, or FTP site. Word processing documents shall be in Word format, spreadsheet data in Excel format, presentations shall be in Microsoft PowerPoint, project schedules shall be in Microsoft Project and all maps, plans, and surveys shall be in suitable CAD, ArcGIS, AutoCAD, and PDF format for utilization by City of North Port Public Works. All deliverables shall become the property of the City upon delivery.
- F. Consultants shall invoice the City for each project or assignment, as negotiated. Each invoice shall identify the project or assignment, detail the contract price, payments made to date, percentage of completion of the assignment, project or phase, payment due this invoice, remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work.

An understanding and Contract, by and between the Consultant and the City, that the completion time will be as specified in approved Work Assignments and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

- G. Compensation to the Consultant shall include the following: 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. Permits, if any, are to be billed at cost. Hourly rates within

**CONTRACT NO. 2023-38.005    Continuing Contract 2023-38.005**  
**FOR PROFESSIONAL SURVEYING SERVICES**

the negotiated fee schedule may be adjusted following the initial term of this Contract and request must be received prior to extension. Adjustment will be to the Bureau of Labor Statistics, Consumer Price Index for Professional Labor in the North Port market area. **No claim** for reimbursement for the following expenses shall be made to the City:

1. All travel and vehicle related expenses including labor.
2. Three (3) sets of signed and sealed permitting plans.
3. Computer usage, telephone expenses, fax, copies, printing, delivery fees and postage.
4. Subcontractor mark-up.

A copy of the invoice for each City pre-approved reimbursable expense shall be attached to Consultant's invoice.

**4. POTENTIAL PROJECTS - PROJECTS WILL VARY**

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

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

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

**5. MINIMUM QUALIFICATIONS**

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

The proposer must be certified to practice land surveying and mapping in accordance with Florida Statute 472 and shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations. The proposer must conclusively demonstrate their ability to professionally represent the City before any and all regulatory agencies and departments as may be

**CONTRACT NO. 2023-38.005    Continuing Contract 2023-38.005**  
**FOR PROFESSIONAL SURVEYING SERVICES**

required. The proposer, if selected, shall work in close cooperation with, and coordinate their work through designated City staff.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposals by the City of North Port. Further, the City, at its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. Any such information the City deems necessary to make a determination shall be provided by the firms upon request.

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

**6. REFERENCES - CLIENT LISTING**

The City will only entertain proposals from proposers with a minimum of five (5) years' experience in projects of similar scope and size. Additionally, Proposers must submit a commercial client listing, with at least five (5) accounts, detailing the longevity of the accounts and disclosing the contact name, phone number, and email for each account, project description, and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire a reference; however, the Proposer is encouraged to submit written recommendations from his client(s).

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

**A. WORK ASSIGNMENTS**

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

Florida State Statute Limits – A "continuing contract" is a contract for Professional Services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides Professional Services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed **\$4 million**, for study activity if the fee for Professional Services for each individual study under the contract does not exceed **\$500,000**, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing Professional Services under continuing contracts will not be required to bid against one another.

Any Work Assignment **\$100,000** or greater requires Commission approval.

Reasonable attempts will be made to equalize projects amongst qualified candidates in terms of project worth provided such distribution does not violate the principle of selection of the most highly qualified firm responding to a particular letter of Interest. The respondent to a Letter of Interest deemed most qualified will be chosen to submit a scope and fee for the Work Assignment.

- 8. NON-EXCLUSIVITY** No guarantee of certain services, volume of work, or quantity of projects is implied. This contract does not entitle any firm to exclusive rights to City contracts. The City reserves the right to acquire Professional Services from other firms or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any Consultant at any time for any project other than those selected for this continuing contract.

**A. LETTER OF INTEREST PROCESS**

When the City requires Professional Services, it is anticipated, but not necessarily required, that the process will proceed in the following manner:

1. For each specific project to be completed under a continuing services contract, Public Works will send a Letter of Interest to all qualified firms awarded the continuing services contract. The letter of interest that will include, but not be limited to, the following information along with request for interested firms to submit a qualifications-based proposal for the specific project.
2. Project description;
  - a. General scope of work;
  - b. Goals of project;
  - c. Potential unknowns;
  - d. Any special conditions associated with the project;
  - e. Proposed schedule for project;
  - f. Proposed budget for project;
  - g. Limited references request;
  - h. Limited page limit on qualifications-based project-specific proposal; and,
  - i. Deadline for submittal of qualifications-based proposal for the project.
3. Each firm will then have the opportunity to submit a qualifications-based proposal for the specific project.
4. City staff will evaluate the qualifications-based proposals on general criteria including, but not limited to, the following:
  - a. Understanding of project and required deliverables;
  - b. Ability and relevant expertise/qualifications of the firm's personnel to be used in performing the service;
  - c. Availability of staff and ability to meet project schedule;
  - d. Evaluations on prior City projects.
  - e. Firm's proposed cost saving measures for the project,
  - f. Conflict of Interest form,
  - g. Disclosure form for Consultant/Engineer/Architect; and,
  - h. Scrutinized Company Certification Form

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**FOR PROFESSIONAL SURVEYING SERVICES**

5. City staff will obtain from selected Consultant a finalized detailed scope with tasks, fee schedule based on hourly rates submitted with master contract, and project schedule. Negotiations may be required to fine tune scope and issue a Work Assignment.

The City reserves the right to be the sole determination of responsiveness and responsibility of any submittals received in response to requests for proposals, requests for qualifications, and/or letters of interest.

The Consultant must neither commence any Work, nor enter a City Work premise, until the Consultant has received a fully executed Work Assignment from the City serving as written Notice to Proceed ("NTP").

The parties agree that the scope of services for any Work Assignment is a description of Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

Consultant and City acknowledge that Scope of Services may not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in the Work Assignment, Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant must notify the City in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the City, said work will be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the City does not constitute authorization or approval by City to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written City approval is at Consultant's sole risk.

Consultant acknowledges and agrees that services under this Contract will be requested by City on an as-needed basis only, and no representation or guarantee is made by City to Consultant that City will utilize Consultant's services exclusively or at all.

**B. DIRECT WORK ASSIGNMENT PROCESS:**

Upon approval from the Sr. Purchasing Administrator or designee, City staff may forego the Letter of Interest Process and proceed directly with the Work Assignment process. A scope with itemized tasks and fee schedule based on contracted hourly rates will be obtained from one of the contracted firms, reviewed, negotiated and awarded. This process will be used when circumstances warrant a more expedient process.

**9. INVOICING**

Consultants must invoice the City for each project or assignment, as negotiated. Each invoice must identify the invoice number; project or assignment; detail the contract price; payments made to date;

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**FOR PROFESSIONAL SURVEYING SERVICES**

percentage of completion of the assignment/project/phase and/or employees names, titles, direct labor rates, and multiplier; payment due this invoice; remaining balance due; attached list of approved reimbursables with appropriate receipts. Invoices must itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices must identify the name and title of personnel who performed the work.

Invoices must also include a detailed bullet list of work completed within the period of the invoice. Bullet list of work completed must clearly identify the work associated with the current billing.

## **10. COMPENSATION**

Compensation to the Consultant must include the following: all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs not indicated as non-reimbursable below.

**No claim** for reimbursement for these expenses will be made to the City:

- A. All travel and vehicle related expenses within Sarasota County, Charlotte County and DeSoto County. (Types of travel outside these counties to be considered during negotiations).
- B. Three (3) sets of signed and sealed permitting plans.
- C. Computer usage, telephone expenses, fax, copies, printing, and postage.
- D. Subcontractor mark-up.

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

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

## **11. RATE ADJUSTMENTS**

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

## **12. ORDERS**

All requests for changes to the resulting Contract must be made in writing and are subject to approval by the appropriate level of City authority.

All change orders, including no-cost change orders, to Work Assignments require approval by City Manager, at a minimum. Some change orders will require Commission approval.

The Consultant must fully understand the City's Change Order Policy. In the event the Consultant begins work on unauthorized changes to scope prior to receiving a signed Change Order by the City's appropriate level of authority, they do so at their own expense and risk not being compensated by the City for performing unauthorized work.

**13. SCHEDULE**

An understanding and agreement, by and between the Consultant and the City, that the completion time will be as specified in approved Work Assignments and that all work must be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.



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**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT B TO CONTRACT NO. 2023-38.005

FEE SCHEDULE

<u>2000</u>	<u>Survey Crew</u>	<u>\$150.00</u>
<u>2010</u>	<u>Survey Crew - 1 Man</u>	<u>\$105.00</u>
<u>2011</u>	<u>Survey Crew - 1 Man - O/T</u>	<u>\$155.00</u>
<u>2020</u>	<u>Survey Crew - 2 Man</u>	<u>\$150.00</u>
<u>2021</u>	<u>Survey Crew - 2 Man - O/T</u>	<u>\$215.00</u>
<u>2030</u>	<u>Survey Crew - 3 Man</u>	<u>\$195.00</u>
<u>2040</u>	<u>Survey Crew - 4 Man</u>	<u>\$235.00</u>
<u>2050</u>	<u>Hydrographic Survey Crew (Small Vessel)</u>	<u>\$230.00</u>
<u>2052</u>	<u>Hydrographic Survey Crew (Large Vessel)</u>	<u>\$260.00</u>
<u>2054</u>	<u>Hydrographic Survey Vessel Captain</u>	<u>\$170.00</u>
<u>2070</u>	<u>Hydrographic Survey Tech I</u>	<u>\$90.00</u>
<u>2072</u>	<u>Hydrographic Survey Tech II</u>	<u>\$105.00</u>
<u>2074</u>	<u>Hydrographic Survey Tech III</u>	<u>\$120.00</u>
<u>2076</u>	<u>Hydrographic Survey Tech IV</u>	<u>\$135.00</u>
<u>2080</u>	<u>Hydrographic Project Manager I</u>	<u>\$170.00</u>
<u>2082</u>	<u>Hydrographic Project Manager II</u>	<u>\$190.00</u>
<u>2100</u>	<u>GPS Crew - GIS Mapping 1 Man</u>	<u>\$105.00</u>
<u>2110</u>	<u>GPS Crew - GIS Mapping 2 Man</u>	<u>\$140.00</u>
<u>2130</u>	<u>GPS Crew - RTK 1 Man</u>	<u>\$120.00</u>
<u>2140</u>	<u>GPS Crew - RTK 2 Man</u>	<u>\$145.00</u>
<u>2144</u>	<u>GPS Technician I</u>	<u>\$80.00</u>
<u>2145</u>	<u>GPS Technician II</u>	<u>\$95.00</u>
<u>2146</u>	<u>GPS Technician III</u>	<u>\$110.00</u>
<u>2147</u>	<u>GPS Technician IV</u>	<u>\$125.00</u>
<u>2150</u>	<u>Field Manager</u>	<u>\$115.00</u>
<u>2170</u>	<u>Survey Technician I</u>	<u>\$85.00</u>
<u>2180</u>	<u>Survey Technician II</u>	<u>\$100.00</u>
<u>2190</u>	<u>Survey Technician III</u>	<u>\$115.00</u>
<u>2195</u>	<u>Survey Technician IV</u>	<u>\$130.00</u>
<u>2196</u>	<u>Senior Survey Technician</u>	<u>\$145.00</u>
<u>2220</u>	<u>Survey Project Manager I</u>	<u>\$100.00</u>
<u>2230</u>	<u>Survey Project Manager II</u>	<u>\$110.00</u>
<u>2240</u>	<u>Survey Project Manager III</u>	<u>\$130.00</u>
<u>2250</u>	<u>Survey Project Manager IV</u>	<u>\$155.00</u>
<u>2270</u>	<u>Project Surveyor I</u>	<u>\$125.00</u>
<u>2280</u>	<u>Project Surveyor II</u>	<u>\$140.00</u>
<u>2290</u>	<u>Project Surveyor III</u>	<u>\$155.00</u>
<u>2320</u>	<u>Senior Project Surveyor I</u>	<u>\$160.00</u>
<u>2330</u>	<u>Senior Project Surveyor II</u>	<u>\$180.00</u>
<u>2350</u>	<u>Managing Surveyor I</u>	<u>\$165.00</u>

CONTRACT NO. 2023-38.005 Continuing Contract 2023-38.005  
FOR PROFESSIONAL SURVEYING SERVICES

<u>2351</u>	<u>Managing Surveyor II</u>	<u>\$180.00</u>
<u>2352</u>	<u>Managing Surveyor III</u>	<u>\$190.00</u>
<u>2370</u>	<u>Senior Managing Surveyor I</u>	<u>\$195.00</u>
<u>2380</u>	<u>Senior Managing Surveyor II</u>	<u>\$225.00</u>
<u>2385</u>	<u>Senior Managing Surveyor III</u>	<u>\$245.00</u>
<u>2400</u>	<u>Surveying Director I</u>	<u>\$275.00</u>

CONTRACT NO. 2023-38.005 Continuing Contract 2023-38.005  
FOR PROFESSIONAL SURVEYING SERVICES

ATTACHMENT C TO CONTRACT NO. 2023-38.005

**WORK ASSIGNMENT FORM**



City of North Port  
PURCHASING  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov)



**WORK ASSIGNMENT**

CONSULTANT: \_\_\_\_\_

CONTINUING CONTRACT NO. & TITLE: #2023-38.005 – PROFESSIONAL SURVEYING SERVICES\_  
THIS WORK ASSIGNMENT

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

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

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

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

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

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

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

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

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

**CONTRACT NO. 2023-38.005    Continuing Contract 2023-38.005**  
**FOR PROFESSIONAL SURVEYING SERVICES**

**ATTACHMENT 1.1 TO CONTRACT NO. 2023-38.005**  
**GENERAL 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 Contract 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.

- B. Workers' Compensation and Employers' Liability Insurance.** Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.
- C. Comprehensive Commercial General Liability Insurance.** The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.

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

- D. Automobile Liability Insurance.** The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, commercial automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired

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(Code 8) and non-owned (Code 9) autos. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

- E. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. **ADDITIONALLY, THE CONTRACTOR, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONTRACTORS, AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY AND ITS INSURANCE CARRIERS FOR ANY LOSSES PAID, SUSTAINED, OR INCURRED, BUT NOT COVERED BY INSURANCE, THAT ARISE FROM THE CONTRACTUAL RELATIONSHIP OR WORK PERFORMED. THIS WAIVER APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONTRACTOR OR ITS AGENTS MAY BE RESPONSIBLE.**
- F. Policy Form.
- (1) All policies required by this Contract, except for Workers' Compensation and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
  - (2) Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
  - (3) Each insurance policy required by this Contract must:
    - (a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
    - (b) Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.
  - (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.

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

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**ATTACHMENT 1.2 TO CONTRACT NO. 2023-38.005**  
**PROFESSIONAL LIABILITY INSURANCE**

The Consultant must procure and maintain, and require all subconsultants to procure and maintain, during the life of this Contract, professional liability insurance with a minimum \$1,000,000 per occurrence; and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all professional liability insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Contract is written on a claims-made basis, the Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

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

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ATTACHMENT 2.2 TO CONTRACT NO. 2023-38.005  
**PROFESSIONAL SERVICES INDEMNITY, AND RELEASE**

- A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE CONTRACT WORK. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
  
- B. **FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**
  
- C. The City must provide all available information and assistance that the Consultant may reasonably require regarding any claim. In the event of a claim, the City must promptly notify the Consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
  
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the city and such insurance coverage will not be deemed a limitation on the Consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
  
- E. Nothing in this Contract shall be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
  
- F. The terms of this section survive the termination or completion of this Contract work.



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**ATTACHMENT 3 TO CONTRACT NO. 2023-38.005**  
**FEMA PROVISIONS**

**Section 1: Prohibition on Contracting for Covered Telecommunications Equipment or Services**

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative Contract, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative Contract, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i.        Are *not used* as a substantial or essential component of any system; *and*

ii.        Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**Section 2: Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or

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materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Section 3: Equal Employment Opportunity**

(a) This section applies if the contract is for a federally assisted construction contract. As defined in 41 C.F.R. § 60-1.3:

(1) *A federally assisted construction contract* means “any Contract or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”

(2) *Construction work* means as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”

(3) *Contract* means “any Government contract or subcontract or any federally assisted construction contract or subcontract.”

(4) Additional definitions pertaining to this section can be found at 41 C.F.R. § 60-1.3.

(b) Unless exempted in 41 C.F.R. Part 60, the following terms apply, and during the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or contract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency,

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the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Section 4: Davis-Bacon Act**

(a) This section applies when required by federal program legislation for prime construction contracts over \$2,000. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the Public Assistance program. Where this section applies:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry;  
and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

(2) Withholding. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime

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Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant,

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sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -



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(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate

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on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**Section 5: Copeland Anti-Kickback Act**

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(a) This section applies only if the Davis-Bacon Act applies (see Section 4).

(b) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(c) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(d) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**Section 6: Contract Work Hours and Safety Standards Act**

(a) This section applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(b) Where this section applies:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any

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liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) If this contract is only subject to Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 C.F.R. § 5.1, the following terms apply:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**Section 7: Clean Air and Water**

(a) This section applies if the contract is over \$150,000.

(b) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(c) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**Section 8: Suspension and Debarment**

**CONTRACT NO. 2023-38.005    Continuing Contract 2023-38.005**  
**FOR PROFESSIONAL SURVEYING SERVICES**

(a) If this contract is for \$25,000 or more; or requires the consent of an official of a federal agency, then this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the contract.

(b) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

**Section 9: Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of more than \$100,000 shall file the FEMA-required certification found at 44 C.F.R. Part 18, Appendix A (attached hereto). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

**Section 10: Procurement of Recovered Materials**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (1) competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) meeting contract performance requirements; or
- (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Section 11: Access to Records**

(a) The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(b) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(c) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Section 12: DHS Seal, Logo, and Flags**

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

**Section 13: Compliance with Federal Law**

The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**Section 14: No Obligation of Federal Government**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**Section 15: False Claims**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**Section 16: Affirmative Socioeconomic Steps**

If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**Section 17: Copyright and Data Rights**

If the contract requires the Contractor or subcontractor to produce copyrightable subject matter or data, then the Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

**Section 18: Patent Rights**

If this contract is a *funding agreement* as defined in 37 C.F.R. § 401.2(a), then the standard patents rights clause at 37 C.F.R. § 401.14 is hereby incorporated by reference as if fully set forth herein.

**CONTRACT NO. 2023-38.005**    Continuing Contract 2023-38.005  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 5 TO CONTRACT NO. 2023-38.005

**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

Joseph R. Bruno, Jr. \_\_\_\_\_

Name

Executive Vice President \_\_\_\_\_

Title

\_\_\_\_\_  
Date

01/31/2024



**CONTRACT NO. 2023-38.005**    Continuing Contract 2023-38.005  
**FOR PROFESSIONAL SURVEYING SERVICES**


ATTACHMENT 6 TO CONTRACT NO. 2023-38.005  
**NON-COLLUSIVE AFFIDAVIT**

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

Joseph R. Bruno, Jr. who, being first duly sworn, deposes and says that:

1. Affiant is the Executive Vice President of ESP Associates FL, 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.

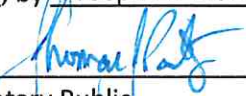
Signed, sealed, and delivered on Jan. 31, 2024.

  
\_\_\_\_\_  
Signature  
Joseph R. Bruno, Jr.  
\_\_\_\_\_  
Printed Name  
Executive Vice President  
\_\_\_\_\_  
Title

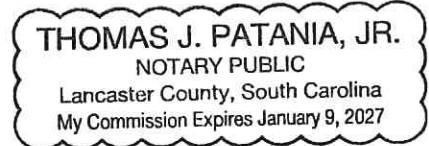
**SWORN ACKNOWLEDGMENT**

STATE OF South Carolina  
COUNTY OF Lancaster

Sworn to (or affirmed) and subscribed before me by means of x physical presence or \_\_\_\_\_ online notarization, this 31<sup>st</sup> day of January 2024, by Joseph R. Bruno, Jr..

  
\_\_\_\_\_  
Notary Public

Personally Known x OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**CONTRACT NO. 2023-38.005**    Continuing Contract 2023-38.005  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 7 TO CONTRACT NO. 2023-38.005  
**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

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

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

None of the Above

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

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


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

N/A

**CONTRACT NO. 2023-38.005** Continuing Contract 2023-38.005  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 7 TO CONTRACT NO. 2023-38.005

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  
Joseph R. Bruno, Jr.  
\_\_\_\_\_  
Printed Name  
Executive Vice President  
\_\_\_\_\_  
Title  
01/31/2024  
\_\_\_\_\_  
Date

**CONTRACT NO. 2023-38.005    Continuing Contract 2023-38.005**  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 8 TO CONTRACT NO. 2023-38.005  
**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, Joseph R. Bruno, Jr., 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 #: (803) 802-2440 Fax #: (803) 802-2515

Federal ID #: 56-0599737 Email: jbruno@espassociates.com

  
\_\_\_\_\_  
Signature of Contractor's Authorized Representative  
Joseph R. Bruno, Jr.  
Executive Vice President

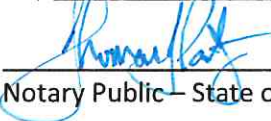
\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

01/31/2024  
\_\_\_\_\_  
Date

**SWORN ACKNOWLEDGMENT**

STATE OF ~~FLORIDA~~ South Carolina  
COUNTY OF Lancaster

Sworn to (or affirmed) and subscribed before me by means of x physical presence or      online notarization, this 31<sup>st</sup> day of January 2024, by Joseph R. Bruno, Jr.

  
\_\_\_\_\_  
Notary Public— State of Florida SOUTH CAROLINA

Personally Known x OR Produced Identification       
Type of Identification Produced     

THOMAS J. PATANIA, JR.  
NOTARY PUBLIC  
Lancaster County, South Carolina  
My Commission Expires January 9, 2027

**CONTRACT NO. 2023-38.005**    Continuing Contract 2023-38.005  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 9 TO CONTRACT NO. 2023-38.005

**DRUG FREE WORKPLACE FORM**


The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,  
ESP Associates FL, Inc. (Company Name):

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

**Check one:**

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

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

  
\_\_\_\_\_  
Signature  
Joseph R. Bruno, Jr.  
\_\_\_\_\_  
Printed Name  
Executive Vice President  
\_\_\_\_\_  
Title  
01/31/2024  
\_\_\_\_\_  
Date

**CONTRACT NO. 2023-38.005    Continuing Contract 2023-38.005**  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 11 TO CONTRACT NO. 2023-38.005  
**SCRUTINIZED COMPANY CERTIFICATION FORM**

Contractor Name: ESP Associates, Inc.  
Authorized Representative Name and Title: Joseph R. Bruno, Jr., Executive Vice President  
Address: 3475 Lakemont Blvd City: Fort Mill State: SC ZIP: 29708-9243  
Phone Number: (803) 802-2440 Email Address: jbruno@espassociates.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  
Joseph R. Bruno, Jr.

\_\_\_\_\_  
Name  
Executive Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

01/31/2024

**CONTRACT NO. 2023-38.005**    Continuing Contract 2023-38.005  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 12 TO CONTRACT NO. 2023-38.005  
**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: ESP Associates FL, Inc. (Vendor's Company Name)

Certified By:   
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Joseph R. Bruno, Jr., Executive Vice President

Date Certified: 01/31/2024

**CONTRACT NO. 2023-38.005    Continuing Contract 2023-38.005**  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 15 TO CONTRACT NO. 2023-38.005

**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.

ESP Associates FL, Inc.  
Company Name (Contractor)

56-0599737  
Tax ID Number

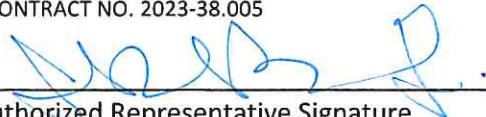


CONTRACT NO. 2023-38.005 Continuing Contract 2023-38.005  
FOR PROFESSIONAL SURVEYING SERVICES

ATTACHMENT 15 TO CONTRACT NO. 2023-38.005

Joseph R. Bruno, Jr.  
Executive Vice President

\_\_\_\_\_  
Authorized Representative Name

  
\_\_\_\_\_  
Authorized Representative Signature

56-0599737

\_\_\_\_\_  
Federal Issued Tax  
Identification Number  
(If Social Security number DO NOT enter)

1TYE0

\_\_\_\_\_  
CAGE Code issued through [www.sam.gov](http://www.sam.gov)

DATE: 01/31/2024

**CONTRACT NO. 2023-38.005    Continuing Contract 2023-38.005**  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 16 TO CONTRACT NO. 2023-38.005

**CONTRACT CHANGES**

- A. The parties may make changes to the contract work, including additions or deletions, provided that such changes are within the general scope of the contract work. Any change affecting the contract price must be in writing and signed by both parties. The Contractor is not entitled to any increase in price or extension of time unless the contract is changed in accordance with this section.
  
- B. Either party may submit to the other a change proposal, which must identify any proposed changes in contract price or time, explain why the change is believed necessary, and cite to any applicable provision of the contract. Within a reasonable time, the party receiving the proposal shall respond in writing to the other party. If the parties agree to the change, they will execute an amendment to the contract changing its terms.
  
- C. Without invalidating the contract, the City may order additions, deletions, or revisions in the work, provided that such changes are within the general scope of the contract work. Such changes may be accomplished by a contract amendment, if the City Commission and Contractor have agreed as to the effect, if any, of the changes on contract price. If the parties cannot agree, the Contractor shall proceed with the work, or, in the case of a deletion, cease activities with respect to the deleted work, subject to the Contractor's right to claim for additional compensation or time. Any such claim must be made in writing within 14 days. Additional compensation will be limited to Contractor's actual cost of the work, plus reasonable profit and overhead. Nothing in this section shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the contract or governing laws and regulations.

**CONTRACT NO. 2023-38.005    Continuing Contract 2023-38.005**  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 17 TO CONTRACT NO. 2023-38.005

**SANCTIONS AND PENALTIES**

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

**CONTRACT NO. 2023-38.005** Continuing Contract 2023-38.005  
**FOR PROFESSIONAL SURVEYING SERVICES**

ATTACHMENT 18 TO CONTRACT NO. 2023-38.005

**TERMINATION FOR CONVENIENCE**

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

**END OF ATTACHMENTS**