

**AGREEMENT #2023-10**  
**PROFESSIONAL ENGINEERING SERVICES TO DEVELOP THE CITY OF NORTH PORT**  
**VULNERABILITY ASSESSMENT AND ADAPTION PLAN**

**THIS AGREEMENT** ("Agreement") is made and entered by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, ("CITY") and Stantec Consulting Services Inc. a New York Corporation registered to conduct business in the State of Florida, with a local business address of 6920 Professional Parkway, Sarasota FL 34240-8414, ("CONSULTANT").

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

**1. CONSULTANT'S SERVICES**

- A. CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Engineering, to complete a vulnerability assessment and adaption plan as identified in the Request for Proposal ("RFP") No. 2023-10 and CONSULTANT'S proposal submitted November 2, 2022. The overall Scope of Services is described in the attached Exhibit A ("Scope of Services") with detailed tasks and associated fees as described in the Fee Schedule as attached Exhibit B ("Fee Schedule").
- B. This Agreement must commence immediately upon the execution of this Agreement by both the CITY and CONSULTANT and upon CONSULTANT'S receipt of a written Notice to Proceed from the CITY'S Purchasing office and must continue through the completion of the project as described in the Project Schedule as attached in Exhibit C ("Project Schedule"). The expected completion date is May 19, 2024.

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

**A. COMPENSATION**

- (1) CONSULTANT must perform the Scope of Services, for a not to exceed fee of TWO HUNDRED TWENTY-NINE THOUSAND NINETY DOLLARS AND ZERO CENTS (\$229,090.00). This fee includes all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The fee must conform with the Fee Schedule
- (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.
- (3) The City's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

B. METHOD OF PAYMENT

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

3. INDEMNIFICATION

- 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 AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. 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 AGREEMENT.
- C. **THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE MUST 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).**

- D. **NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- E. **THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- F. **FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY 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.**

#### 4. **CONSULTANT'S INSURANCE**

##### A. **INSURANCE**

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

(1) Workers' Compensation and Employers' Liability Insurance: (PER CHAPTER 440, FLORIDA STATUTES): The CONSULTANT shall procure and maintain during the life of this Agreement workers' compensation insurance for all its employees to be engaged in work on the project under this Agreement and in case any such work is sublet, the CONSULTANT shall require the sub-contractor similarly to provide workers' compensation insurance for all of the latter's employees to be engaged in such work; unless such employees are covered by protection afforded by the CONSULTANT'S workers' compensation insurance. For additional information contact the Florida Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com). In case any class of employees engaged in hazardous work on the project under this Agreement is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide, and shall cause each sub-contractor to provide, employers' liability insurance for the protection of such of its employees. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

(2) Professional Liability Insurance: Minimum \$2,000,000 per occurrence for this project, and with a \$2,000,000 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 Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage must be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage must be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

- (3) Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability pursuant to CG 00 01, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. The policy must include comprehensive 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 ops; \$100,000 for damage to rented premises; and \$100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "City of North Port, Florida, and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant."

- (4) Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement.

## B. WAIVER OF SUBROGATION

**All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY'S insurance carriers, for losses paid under the terms of these polices that arise from the contractual relationship or work performed by CONSULTANT for the CITY. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written**

authorization or the proper endorsement. Additionally, CONSULTANT, 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 also applies to any deductibles or self-insured retentions for which CONSULTANT, or its agents may be responsible.

C. POLICY FORM

- (1) All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, or unless Risk Management through the CITY'S Purchasing Office gives specific approval, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the City of North Port, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. The City accepts Claims Made Policies for professional liability and hazardous materials and such other risks as are authorized by the CITY'S Purchasing Office. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
- (3) Each insurance policy required by this Agreement shall:
  - 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 shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the CITY'S Purchasing Office by written notice via certified mail, return receipt requested.
- (4) The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
- (5) **The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.**

- (6) CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- (7) All certificates of insurance must be on file with and approved by the CITY before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the CITY'S Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the CITY'S Purchasing Office before CONSULTANT commences or continues work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
- (8) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the CITY'S Purchasing Office as soon as practicable after notice to the insured.

## **5. RESPONSIBILITY OF CONSULTANT**

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents, and data.
- B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement.
- D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the

provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

- E. CONSULTANT shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
  - F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
6. **PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:
- A. Keep and maintain public records required by the City to perform the service.
    - (1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.  
  
(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
    - (2) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
  - B. Upon request from the CITY'S custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format compatible with the information technology systems of the CITY.
  - C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if CONSULTANT does not transfer the records to the CITY following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

- D. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in CONSULTANT'S possession or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: [Publicrecordsrequest@northportfl.gov](mailto:Publicrecordsrequest@northportfl.gov)**
- F. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.

#### **7. OWNERSHIP AND USE OF DOCUMENTS**

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

#### **8. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL**

- A. The timely performance and completion of the required services is vitally important to the interest of the CITY. CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. CONSULTANT'S personnel assigned to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to CONSULTANT'S key personnel must receive the CITY'S Administrative Agent's written approval before said changes or substitution can become effective.



- B. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed from the CITY.
- C. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the CITY.
- D. CONSULTANT agrees to provide to the CITY'S Administrative Agent, monthly written progress reports concerning the status of the work. The CITY'S Administrative Agent may determine the format for this progress report. The CITY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.
- E. In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay the Project Schedule completion date, the CITY shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

## **9. OBLIGATIONS OF THE CITY**

- A. The CITY'S Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the CITY may authorize a specific program manager to perform the responsibilities of the CITY'S Administrative Agent. The CITY shall designate any specific program manager in the Notice to Proceed. The responsibility of the CITY'S Administrative Agent shall include:
  - (1) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.
  - (2) Transmission of instructions, receipt of information, interpretation and definition of the CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
  - (3) Review for approval or rejection all CONSULTANT'S documents and payment requests.
- B. The CITY shall, upon request, furnish CONSULTANT with all existing data, plans, studies, and other information in the CITY'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the CITY and shall be returned to the CITY'S Administrative Agent upon completion of the services to be performed by CONSULTANT.
- C. The CITY'S Administrative Agent shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other CITY personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of the CITY. The CITY'S technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.

- D. The CITY shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

## 10. TERMINATION

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

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

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

appropriated, the CITY reserves the right to terminate the Agreement. The CITY will pay any outstanding invoices for work completed by the CONSULTANT prior to such termination.

- C. ABANDONMENT: In the event that CONSULTANT has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.
- D. CONSULTANT shall 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 Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT, or an assignment is made for the benefit of creditors.
- F. In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails to cure to the City's satisfaction within the ten (10) calendar days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:
- (1) The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of this Agreement;
  - (2) The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;
  - (3) CONSULTANT'S rate of progress being such that, in the CITY'S opinion, substantial or final completion, or both, may be inexcusably delayed;
  - (4) CONSULTANT'S failure to use Agreement funds, previously paid CONSULTANT by the CITY, to pay CONSULTANT'S project related obligations including, but not limited to, 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 shall promptly comply with such demand. The CITY'S rights hereunder survive the term of this Agreement and are not waived by final payment and/or acceptance.

H. E-Verify Violation.

- (1) If the City has a good faith belief that the 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 must 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 must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

**11. INDEPENDENT CONTRACTOR**

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

**12. WAIVER**

No delay or failure to enforce any breach of this Contract by either CITY or CONSULTANT shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

### 13. NO HIRE

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

### 14. 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:

**THE CITY'S ADMINISTRATIVE AGENT:**

Danny Quick, P.E., City Engineer  
City of North Port  
1100 North Chamberlain Blvd.  
North Port, FL 34286  
TEL: 941.240.8076  
Email: [dquick@northportfl.gov](mailto:dquick@northportfl.gov)

**WITH COPIES OF NOTICES TO:**

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

**CONSULTANT'S REPRESENTATIVE:**

Contact name: Kelly Westover  
Company name Stantec Consulting Services Inc.  
Street address 6920 Professional Parkway  
City, ST, Zip Sarasota, FL 34240-8414  
TEL: 941.907.6900  
FAX 941.907.6910  
EMAIL [Kelly.westover@stantec.com](mailto:Kelly.westover@stantec.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.

### 15. ATTORNEYS' FEES

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

## 16. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2023-10 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

## 17. E-VERIFY

The CITY, CONSULTANT and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A 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 must not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The CONSULTANT shall comply with all other federal laws pertaining to the subcontractor.

## 18. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, the CONSULTANT shall certify on a form provide by the CITY, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the CITY, that all 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, then the CONSULTANT breaches this Agreement, and the CITY has the right to terminate the Agreement.
- D. PENALTY:
  - (1) A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

- (2) Shall be ineligible to bid on any contract with the CITY for three (3) years after the date the CITY determined that the CONSULTANT submitted a false certification.

## 19. FORCE MAJUERE

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

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

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

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

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

## 20. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to CONSULTANT. Only the City Commission can approve increases in compensation under this Agreement.
- I. Assignment. The CONSULTANT shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.



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

IN WITNESS WHEREOF, the parties have executed the agreement as of the date first above written.

CONSULTANT  
STANTEC CONSULTING SERVICES INC.

By: [Signature] (signature)  
Principal (Title)

Date: March 21, 2023

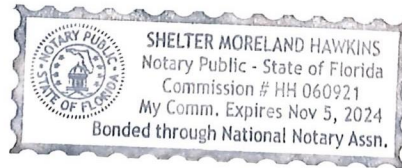
ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF Florida Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of March 2023, by Kelly Westover (name) as Principal (title) for Stantec Consulting Services INC. (entity..

[Signature]  
Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification X  
Type of Identification Produced FLDL



Approved by the City Commission of the City of North Port, Florida on April 25, 2023  
2023.

**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, BCS.  
CITY ATTORNEY

## **Exhibit A Scope of Services**

### **Background**

The City of North Port (City) secured a Florida Department of Environmental Protection (FDEP) Resilient Florida Planning Grant to complete the Vulnerability Assessment and Adaptation Plan which can also serve as reliable data and analysis for the City's Hazard Mitigation Needs Assessment, Peril of Flood requirements, Post-Disaster Plan, and the Community Rating System. Stantec Consulting Services Inc. (Stantec) was selected under RFP No. 2023-10 to produce a Vulnerability Assessment (VA) that provides technically based information for future decision-making and an actionable Adaptation Plan (AP) and project concept identification for future implementation.

### **Quality Control**

Internal quality control will be performed before any deliverables are submitted to the City Project Manager (PM) for review. Once the City has provided comments, the team will submit a revised draft deliverable. Upon review and approval of the City PM, the deliverable will be finalized for submittal to FDEP. Any comments from FDEP will be addressed, and revised versions of the Technical Memorandum will be prepared.

### **Scope of Work**

#### Task 1: Project Coordination

To initialize the study, Stantec will organize and host a virtual kickoff meeting with representatives from all City Departments to:

- Confirm goals and objectives of the study
- Review the project workplan
- Discuss key issues, roles, and responsibilities
- Finalize schedules, milestones, and deliverables
- Identify internal steering committee representatives
- Identify community stakeholder representatives
- Review data request items

Progress meetings with City staff are expected to occur bimonthly (scope includes 6 virtual meetings) throughout the project to gather data, solicit feedback, and ensure open communication and incorporation of information as it is developed. The coordination meetings may or may not include participation by the internal steering committee as determined by City staff.

Internal Steering Committee Representatives are expected to be comprised of internal City staff (Project Manager, representatives from Stormwater, Planning, Utilities, Fire,

Police, Public Works, Building, and Communications), County staff, Local Mitigation Strategy reps, Emergency Management reps, regional Floodplain Managers, State representatives (FDEP, FDEM, Resilient Florida Grant Project Manager), CHNEP and others as identified. FDEP guideline is to keep the internal steering committee to a maximum of 10 members. The internal steering committee will meet at the beginning and end of both the VA and the AP to review data and methodologies, provide direction, ensure accuracy, and review the results. The steering committee will assist in the development of goals and objectives for the AP that will guide the direction of the project and establish the adaptation strategy evaluation criteria.

Stantec will be responsible for scheduling the meetings and providing all meeting materials, at the discretion of the City PM. The City will be responsible for publicly noticing any meetings, if desired. Stantec will follow up with a meeting summary and correspondence to the internal steering committee.

This coordination will also include leveraging public outreach efforts so that outward and inward communications are complimentary and not competing. Specific opportunities for coordination with the other municipalities and relevant entities internally and public outreach externally will be identified for coordination early in the initial kickoff and strategy for outreach overall.

*Deliverables:*

- Kick off meeting minutes
- List of Steering Committee Members
- Email to Steering Committee Members with project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.
- Meeting agenda and notes from 6 meetings

Task 2: Acquire Background Data

The team will collect, assess, and verify publicly available geospatial data associated with asset inventories and appropriate for the data type for critical and regionally significant City-owned critical assets identified in Section 380.093(2) 1-4, F.S.: transportation assets and evacuation routes; critical infrastructure; critical community and emergency facilities; and natural/cultural/ historic assets, but may also include other various forms of location intelligence and geospatial data to support the needs of the VA. Additionally, significant regional assets such as, but not limited to, the City's Critical Facilities, arterial and collector roads, all water control structures, Myakkahatchee Creek, waterways and retention ditches will also be included.

A data request form will be submitted to the City to coordinate with the steering group members and other stakeholders as appropriate to provide the data to Stantec.

Stantec will reach out to Sarasota County and regional agencies to coordinate data collection, model methodologies, project outcomes and expectations, milestones, timelines, and any additional information necessary to ensure consistency between regional, local, and countywide assessments. Any existing stormwater studies, GIS layers, meta data, lists of critical assets, elevation data, surveys, basin maps, and other related environmental reports or infrastructure project designs, or ongoing studies should be provided by the City and the County for consideration in the VA. Data analysis will be conducted with methodologies appropriate for the scale and scope of work.

The team will collect all required components of the vulnerability assessment including elevation data, sea-level rise curves, precipitation data, tidal datums and tidal flooding, storm surge, river channel cross sections and flooding data, topographic data, and flood scenario-related data as readily available. The 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070 will be utilized at a minimum. Storm surge data equal to or exceeding the 100-year return period (1% annual chance) flood event will also be utilized. Rainfall will also be evaluated consistent with the parameters outlined in Section 380.093(3), F.S. including the 100- and 500-year events.

Data gaps will be identified during the gap analysis. Efforts to solve identified data gaps will be taken.. Data gaps for critical data components required by the various modeling may occur depending on overall data quality; if this occurs, we will notify the City PM to find a solution appropriate to accomplish the project outcomes. Upon completion of the data collection efforts, the team will assess, organize, and format the data for inclusion in the vulnerability assessment modeling.

GIS data that were acquired, compiled, or otherwise originally collected by a third party, other than the project team, will have metadata provided by the data originator. Stantec will provide GIS files and associated metadata that adhere to FDEP's Resilient Florida GIS Data and Metadata Standards; this will include the raw data source that was utilized to download the original files, if not provided directly from a member of the project team. Data provided by a team member, not directly downloaded from an online public resource, will be recorded as such with the team member's contact information.

Note that an internal steering committee meeting is recommended to review and agree upon the data and list of critical assets that will be used in the analysis and that all data collected is appropriate for use in the inundation modeling effort.

*Deliverables:*

- Technical Memorandum #1 that describes the methods for data acquisition, the information compiled, the findings of the gap analysis, recommendations to address the identified data gaps, and actions taken to rectify them, if applicable; original data sources and download locations will be provided.
- GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the City as well as

regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S.

### Task 3: Exposure Analysis

Stantec will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata.

Note that an internal steering committee meeting is recommended to review modeling results thus far in the analysis prior to moving into Task 4 Sensitivity Analysis.

#### *Deliverables:*

- Draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario
- GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. flood scenario layer maps, files, and metadata

### Task 4: Sensitivity Analysis

Stantec will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Note that an internal steering committee meeting is recommended at the end of this task to review results and to communicate the results of the modeling effort.

#### *Deliverables:*

- Draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards.
- Initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be prioritized by area or immediate need and must identify which flood scenario(s) impact(s) each asset.

### Task 5: Final Vulnerability Assessment Report, Maps, and Tables

Stantec will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the steering committee and public outreach efforts. The final VA will include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It will contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata.

Note that an internal steering committee meeting is recommended at the end of this task to review draft VA report and obtain any comments to be incorporated into the final report.

#### *Deliverables:*

- Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.
- Final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be prioritized by area or immediate need and must identify which flood scenario(s) impact(s) each asset.
- Electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, including the geospatial data in an electronic file format and GIS.
- VA Compliance Checklist Certification to ensure that all input parameters, scenarios, and modeling techniques are consistent with Section 380.093 F.S. for the City's signature.

### Task 6: Public Presentation

Stantec will prepare a presentation summarizing the analysis and results from the VA and the AP to present at a public meeting to inform the public and City Commission of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. Stantec will prepare content for social media notifications sent out via the City's social media channels to advertise the public meeting, prepare a meeting agenda and presentation with accompanying maps, graphics, and information to illustrate community risks, damages, and impacts from the VA and workshop the adaptation strategies.

Stantec will present a presentation to City Commission to share the process, outcomes, public comments, and recommended implementation actions/solutions.

*Deliverables:*

- Presentation File
- Meeting Agenda
- Social Media posts
- Meeting Sign-in sheet
- File or weblink for video or audio recording of meeting
- Summary Report including attendee input and meeting outcomes
- Commission Presentation

Task 7: Adaptation Plan

Stantec will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., with cost estimates and a timeline for consideration and implementation.

Internal Steering Committee will review the draft plan and provide input. The AP will be presented to the City Commission and up to 2 additional advisory boards for their input as well.

*Deliverables:*

- Adaptation Plan

Optional Task 8: Public Stakeholder Engagement

Stantec will develop a Public Involvement Plan with community awareness campaign and form a Stakeholder Working Group with members from interested homeowner organizations, non-profit organizations, and businesses located within the City. This is externally facing communication to engage the community, elicit feedback and educate them about the planning process. It is imperative that we form a solid, trusted team if we are to build consensus regarding strategies and develop an action plan for implementation.

Stantec will develop social media blasts and content for City existing websites to promote widespread community involvement in the AP. A media release will be developed at the project kick-off to inform the public about the project, timeline and promote the City's website to stay informed and 2 additional media releases will be



drafted at to promote the Stakeholder Working Group meetings.

An online GIS Storymap will be developed to display the results for the analysis, include project events, processes and outcomes for public access and information.

Four Stakeholder Working Group meetings will be held, anticipated as follows:

- Stakeholder Working Group Meeting #1 – In person at beginning of Task 2 Data Collection phase to share objectives, goals, schedule, process for the VA/AP and develop list of hot topics and potential items to develop consensus.
- Stakeholder Working Group Meeting #2 - A stakeholder meeting is recommended to share the results of Task 3 Exposure Analysis and Task 4 Sensitivity Analysis and ensure that any final adjustments to the model and resulting risk damage information prior to inclusion in the final VA Report. Identify initial focus areas for public input and review the results from an Environmental Justice viewpoint, focusing on equitable estimation of impacts and damages with specific consideration to socioeconomic vulnerability. Discuss plan for public presentation with VA results.
- Stakeholder Working Group Meeting #3 – Outline an additional public workshop to present the initial findings of the Adaptation Plan to get community input.
- Stakeholder Working Group Meeting #4 – Review results from second public meeting and develop consensus for City Commission meeting presentation.

A second Public Meeting will be held during the Task 7 Adaptation Plan to share the results and get community input into the strategies, priorities and implementation prior to finalizing the AP.

*Deliverables:*

- Public Information Plan
- Agenda, sign-in sheet, meeting notes, 3 Media Releases
- Public Workshop materials
- Technical memorandum containing a summary of public involvement, and all comments and feedback.

## Exhibit B Fee Schedule

The completion of the Vulnerability Assessment and Adaptation Plan consistent with the base scope of work provided in Exhibit A for a lump sum fee of \$200,000 Table 1 below. Note that including the optional Task 8 for Public Stakeholder Engagement with a lump sum fee of \$29,090 would increase the total lump sum fee to \$229,090.

**Table 1: Lump Sum Fee Per Task**

Task	Fee
1	\$7,015
2	\$22,410
3	\$29,340
4	\$29,340
5	\$31,920
6	\$5,440
7	\$73,610
Expenses	\$925
<b>Total Base Project</b>	<b>\$200,000</b>
Optional Task 8	\$28,590
Expenses	\$500
<b>Total Optional Task 8</b>	<b>\$29,090</b>
<b>Total with Base and Optional Task 8</b>	<b>\$229,090</b>

## Exhibit C Project Schedule

The estimated number of days for each task is included in Table 2: Project Schedule and is based upon the noticed to proceed from the City.

**Table 2: Project Schedule**

<b>Task</b>	<b>Number of Days from Notice to Proceed to Completion</b>
1	360
2	40
3	90
4	110
5	210
6	240
7	360
Optional Task 8	360