



City of North Port

Interim City Clerk
4970 City Hall Boulevard
North Port, Florida 34286

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Stephen MacEachern, PE, PSM
Project Manager
Stantec Consulting Services, Inc.
5172 Station Way
Sarasota, FL 34233

Re: Agreement 2018-40

Please be advised that on October 9, 2018, the Commission approved Agreement 2018-40 for Professional Engineering/Architectural Services for Site Selection and Design Services. Enclosed please find one signed copy for your records. If you should have any questions, please call me at 941-429-7063.

Kathryn Peto
Interim City Clerk

Cc: Utilities
City Attorney

AGREEMENT NO. 2018-40
PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES FOR
SITE SELECTION AND DESIGN SERVICES FOR UTILITIES ADMINISTRATION AND WAREHOUSE FACILITES

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of September, 2018, by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and **Stantec Consulting Services, Inc.**, a New York Corporation registered to conduct business in the State of Florida, with a principal address of 10160-112 Street NW, Suite 200, Edmonton, Alberta T5k 2L6 CA, hereinafter referred to as "CONSULTANT."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CONSULTANT'S SERVICES

- A. CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Engineering Services as identified in the Request for Proposal No. 2018-40 and CONSULTANT'S proposal submitted March 15, 2018. The overall Scope of Services is described in **Exhibit A** with detailed tasks and associated Fee Schedule in **Exhibit B**, both exhibits are attached hereto and incorporated herein.
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the CITY and CONSULTANT and upon CONSULTANT'S receipt of the written Notice to Proceed from the CITY'S Purchasing office and shall continue through the completion of the project. The estimated completion date for the project is **February 26, 2021**.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

- 1. CONSULTANT shall receive **EIGHT HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$887,425.00)** as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement, excluding the site dependent optional services.
- 2. The parties acknowledge and agree that the obligations of CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which CITY is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CITY agrees to exercise all lawful and available authority to satisfy any financial obligations of CITY that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing,

no 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.

B. METHOD OF PAYMENT

1. The CITY shall pay CONSULTANT through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of 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.

3. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONSULTANT, OR CONSULTANT'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, 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 SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY SHALL 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 SURVIVES 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 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).

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.

E. 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.

F. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

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: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.
2. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, 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 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 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 Agreement is completed.

3. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Agreement. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$600,000 products and completed ops; and \$100,000 fire damage.
4. Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under 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 policies 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 shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the CITY'S Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements 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 subcontractors 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 subcontractors.
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 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 will be allowed to commence or continue 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, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- G. Public Records Law: In accordance with Florida Statutes, Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - a. 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.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "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.
 - 2. 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.

3. 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.
4. 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.
5. **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: kpeto@cityofnorthport.com.**
6. 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.

6. OWNERSHIP AND USE OF DOCUMENTS

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.

Notwithstanding the above, any reuse of the work products by the CITY on other projects will be at the risk of the CITY.

7. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

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.

- A. 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.
- B. 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. Time is of the essence in the performance of this Agreement.
- C. 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.
- D. 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. The Project Schedule is attached as Attachment C and incorporated herein.

8. 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.

9. TERMINATION

- A. The City Manager or designee shall have the right at any time upon thirty (30) calendar days written notice to CONSULTANT to terminate the services of CONSULTANT and, in that event, CONSULTANT shall cease work and 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 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 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 the Agreement.
- B. FUNDING IN SUBSEQUENT FISCAL YEARS: It is expressly understood by the CITY and CONSULTANT that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commission, and the continuing receipt of state or federal grant funding, if applicable. In the event that funds are not available or appropriated, the CITY reserves the right to terminate the Agreement. The CITY will be responsible for payment of any outstanding invoices and work completed by CONSULTANT prior to such termination.
- C. 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) days from the date the notice is received to cure. If CONSULTANT fails to cure to the City's satisfaction within the ten (10) 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.

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.

10. 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.

11. ENTIRE AGREEMENT

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter.

12. AMENDMENT

This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. 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. The City Commission shall approve all increases in compensation under this Agreement.

13. ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.

14. WAIVER

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

15. GOVERNING LAW, VENUE AND SEVERABILITY

The rights, obligations and remedies of the parties under this Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in 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. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

16. AUTHORITY

The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

17. 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.

18. NOTICES

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:

Stephen MacEachern PE, PSM
Project Manager
Stantec Consulting Services, Inc.
5172 Station Way
Sarasota, FL 34233
TEL 941.225.6177
FAX 941.366.1922
EMAIL: Stephen.MacEachern@stantec.com

THE CITY'S ADMINISTRATIVE AGENT:

Michael Acosta, PE
Utilities Engineering Division Manager
City of North Port
6644 West Price Blvd.
North Port, FL 34286
TEL 941.240.8013
FAX 941.240.8022
EMAIL: macosta@cityofnorthport.com

WITH COPIES OF NOTICES TO:

City Attorney
City of North Port
4970 City Hall Blvd.
North Port, FL 34286
EMAIL: northportcityattorney@cityofnorthport.com

19. PARAGRAPH HEADINGS

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

20. ATTORNEYS' FEES

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

21. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2018-40 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

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

ATTEST:

CITY OF NORTH PORT, FLORIDA

By: 
Kathryn Peto, Interim City Clerk

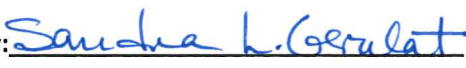
By: 
Peter D. Lear, CPA, CGMA, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By: 
Amber L. Slayton, City Attorney

WITNESS:

CONSULTANT:

By: 
Sandra L. Gerulat, Notary State of Colorado

By: 
John E. Yonushewski, Business Center Managing Leader





Stantec Consulting Services Inc.
5172 Station Way
Sarasota FL 34233-3221 US

EXHIBIT A

RFP 2018-40 PROFESSIONAL ENGINEERING / ARCHITECTURAL SERVICES FOR SITE SELECTION AND DESIGN SERVICES FOR UTILITIES ADMINISTRATION AND WAREHOUSE FACILITIES

SCOPE OF SERVICES

Introduction

The Utilities Administration, warehouse and storage facility are currently located at 6644 W. Price Boulevard. The facility has served North Port Utilities (NPU) for over 25 years. With the significant growth that the City has experienced in recent years, NPU has also grown and now has outgrown the administration building, warehouse, and storage area. NPU is now in the initial planning phase to select a site and design a new utility administration building, warehouse, and storage area. The new site and buildings will accommodate not only the current staff but also projected buildout conditions.

The following scope of services will facilitate the City's intent to provide site selection, design and permitting services for the construction of a new Utilities Administration, warehouse, and storage facility.

Scope of Services

Task 1.0 Project Management and Coordination Meetings

- 1.1 Within two weeks of receiving the Notice to Proceed, Stantec will schedule a project kick-off meeting with City staff to review the scope of work, schedule, and will provide the City with a list of required documents to facilitate the planning and design of the project. An agenda will be prepared, and minutes will be summarized and distributed by Stantec.
- 1.2 During the course of the project, it may become necessary to hold project status meetings or the client may request additional meetings above those identified in the tasks that follow. This task is to include a 'bank of hours' to facilitate such meeting requests and represents an estimated 10 additional meetings with two attendees each. Stantec will prepare the agenda and summarize the minutes for distribution.



Reference: RFP 2018-40 – Scope of Services

- 1.3 Throughout the duration of the work associated with this project, Stantec will provide Project Management services to ensure day to day coordination between the disciplines and NPU is maintained.

Deliverables:

Task 1.1:

- Meeting minutes
- Project Scope – draft and final
- Schedule – draft and final
- List of project data requirements and following gap analysis

Task 1.2:

- Meeting Minutes from additional meetings

Task 2.0 Site Analysis

- 2.1 Using the information provided in the 2008 ADG report, preliminary site identification and analysis can begin immediately. The site selection parameters will be further refined in Task 2.2 below but by maintaining broad search parameters initially, this will facilitate development of additional parameters through coordination with staff. For purposes of analysis, the current site will be used as a benchmark.
- 2.2 Our team will meet with Utilities staff to further refine site selection parameters beyond what is contained in the 2008 ADG report. We will then create a matrix of considerations, each becoming a search field for our GIS team to apply. Using the latest technology combined with available maps and resources, our GIS group will then begin to apply the list of parameters to identify potential properties that meet the minimum established criteria. Properties that are currently zoned for the intended use will be prioritized but properties that may be eligible for rezoning and are appropriate as to location and size from a compatibility standpoint may also be considered. Stantec will then review the initial list of properties with Utilities staff and determine if further refinement of search parameters is warranted.
- 2.3 Once the City is comfortable with the final search parameters, a desktop analysis of each parcel will be performed and a parcel by parcel preliminary written evaluation will be developed by Stantec. This assumes up to 10 parcels will be considered for further evaluation. Through a meeting with City staff, the list of potential parcels will be discussed and refined to five (5) or fewer parcels.



Reference: RFP 2018-40 – Scope of Services

- 2.4 Stantec will combine the list of potential sites (total of five plus the existing site) with the existing and future programming and operational needs of the Utility to create a preferred list of target sites for consideration by the City. This is a key juncture and will include the following considerations at a minimum:
- City owned properties vs. privately held properties
 - Zoning in place vs. Rezoning required
 - Availability of City and/or privately-owned utilities to the site
 - Site Elevation and Flood Zones
 - Compatibility with adjacent properties
 - Centralized Location (drive time studies will be performed to and from key locations)
 - Ease of access
 - Required off-site improvements (turn lanes, utilities, etc)
 - Historical and Archaeological History (limited to publicly available information)
 - Presences of wetlands and/or protected species (limited to review of publicly available information)
 - Potential site acquisition costs, if known.

Deliverables:

The above information will be factored into a scoring matrix and summarized in a report suitable for public presentation. Working closely with City Staff, Stantec will assist in delivering a site selection analysis and recommendation to the City Commission for review and approval. This task includes up to two (2) public presentations.

(Note: the above will be prepared concurrent with Task 3.0 below)

Task 3.0 Preliminary Programming & Site Layout Options

- 3.1 Our team will begin this phase of the project by reviewing any initial programming, or planning information completed to date. Project information, schedules, budgets and priorities can be fluid, so although an extensive amount of work has no doubt been done to date, we will review it with 'fresh eyes', and through interactive discussion and collaboration look for new ideas to create the best facility possible to meet the needs of the City.
- 3.2 Space Needs Programming.
Stantec's Facility Architects and Industrial Designer specialists will lead the space



Reference: RFP 2018-40 – Scope of Services

needs review and programming task. Over a one or two-day period, our team will conduct programming meetings anticipated to be 1-2 hours in length, as needed, with each user group being housed in, or using the facility and warehouse. These meetings will occur in a place of your choosing, convenient to your staff. Ahead of the meetings, our team will issue preparatory questionnaires aimed at capturing your existing inventory (equipment, staff numbers, office needs, vehicles, etc), and planning for future growth. The questionnaires and interview meetings will be incorporated into the Facility Space Needs Program.

3.3 Facility Space Needs Program.

A Draft Facility/Space Needs Program will be prepared for all the facilities which will include the space needs, a narrative description of the major functions, adjacencies, and other requirements for each space. We will review this draft with you in one or more review meetings with staff and users and deliver a Final Report before moving on to the next task.

3.4 Facility Equipment Manual

A Draft Facility Equipment List and Manual will be prepared for all the facilities which will include new equipment required for each work space, warehouse, and specialty location. We will also identify any existing equipment to be reused and relocated into this facility from another. We will review this draft with you in one or more review meetings with staff and users and deliver a Final Report before moving on to the next task.

3.5 Site Master Planning

The site master planning task will again begin with a review of any information the City may have developed to date, that will relevantly inform our decisions and solutions going forward. Our first interactive charrette/workshop begins here, and the process will generally proceed as follows:

3.5.1 The Stantec team will convene in North Port and conduct a charrette with Utility Staff to identify key considerations from the City that will drive development towards a Preferred Site Plan option for current and future phases. The Stantec team will prepare up to five site plan options in advance to share with the client team at the onset of the charrette. Over the course of three or four days, our team will develop alternative plans which we will pin up on the walls and discuss the merits and challenges of each. The day log pin-up/review sessions with the users will be conducted in approximately two hour sessions with small groups of Utility staff each day during the work session.



Reference: RFP 2018-40 – Scope of Services

3.6 Phasing (Consideration for Future Growth).

The goal of this project is to develop, design and deliver a campus of buildings that will serve the City's current and future utilities needs. This approach however may outweigh the current available funding. Our team will design a functional and highly efficient project that may be used for many years before the next phase is constructed. Our team will develop a phasing plan so that, depending on the ultimate funding schedule for future needs, these components can smoothly grow onto the site with minimal or no disruption to current operations, and in such a way so that the utility groups will ultimately be able to work most efficiently and effectively together.

3.7 Environmental

3.7.1 Project Coordination

Environmental staff will coordinate with engineering and other staff during the in-office site review process to determine the potential presence or absence of wetlands and/or listed wildlife species present on the potential sites and in the initial review of sites prior to conducting site visits.

3.7.2 Site Visits

Environmental staff will coordinate with engineering and other staff to conduct site visits on up to 3 sites to verify whether wetlands and/or listed species are actually present. These site visits will be an initial review only and will not involve a complete survey of wetland and/or wildlife resources.

3.8 Client Meetings: we anticipate up to three (3) in person meetings during this Task (Programming and Charette meetings) and three (3) remote Skype meetings for follow up and coordination.

Deliverables:

The Stantec team will deliver to the City a Report that includes:

- Space Needs Assessment and Facility Program
- Facility Preliminary Equipment List
- Facility and Site Master Plan and Background Information
- Project Opinion of Probable Cost (Ballpark Cost Estimate)



Reference: RFP 2018-40 – Scope of Services

Task 4.0 Site Identification and Acquisition

- 4.1 Based on City Commission direction, Stantec will assist the City in Site acquisition if required, whether via internal transfer of property or acquisition of private property. The scope of this task will vary based on the parcel selected. Stantec is proposing a bank of hours to include a report summarizing a preliminary review of zoning and land use, a preliminary environmental permitting assessment and general development analysis of the subject parcel. Rezoning and land use changes or environmental permits are not included in this task.
- 4.2 Depending on the conditions pre-requisite to acquiring the appropriate site, this task may significantly affect the project schedule.
- 4.3 Rezoning (if required) will follow the standards, procedures and submittal requirement for the City of North Port. If required, Stantec will prepare and file an application for rezoning with the city and will provide up to two requests for additional information and will attend up to three public meetings in support of the rezone.

(Note: Stantec will proceed with Task 5 once the City has authorized proceeding with site specific design and building design)

Task 5.0 Site Layout and Preliminary Design

- 5.1 **Conceptual Building Design**
The Stantec team will commence conceptual design work associated with the Preferred Option developed in Task 4, by again utilizing the design charrette process. The spatial relationships our team developed on past projects will be used to inform and speed the development of the facility.
- 5.2 **Conceptual Design Charrette – A Fresh Look**
During this charrette the team will explore various alternative functional building layouts and approaches to the Utility Complex design based on the selected site, and then again conduct daily review sessions over the course of three days, with your staff and/or users to review and gather additional input. This input will lead to the development of the more detailed spatial adjacencies between each user group within the building layout, the operational processes favored to enhance communication and efficiency, and the flow of the facility. Our team will develop initial architecture for each building that will make the complex not only a functional success, but a point of pride for the City and a desirable working environment for the employees.



Reference: RFP 2018-40 – Scope of Services

Major changes or significant deviations from the Site Master Plan as presented during stage 5.4 are not expected to occur during this task - Should these occur, the design team shall re-evaluate the proposed adjustments and their impact; if any, to the schedule and professional fees quoted herein.

- 5.3 **Development of a Conceptual Design into 30% Schematic Design**
Following the charrette, the entire design team will develop the design. The work will be prepared in 3D Revit and will fix the size and design character of the building(s) and site work. As part of this process various studies on the layout and exterior façade design will be conducted and reviewed with the City before finalizing design in this phase. During this phase, we will begin incorporating our design team - structural, mechanical, and electrical - to identify space needs and primary concepts for each in a narrative report. Stantec recognizes that the design of any building(s) will have to be compliant with the City of North Port's Urban Design Standards Pattern Book (UDSPB).
- 5.4 **Sustainability Charrette**
Stantec will lead a workshop specifically to identify sustainable strategies appropriate for the facility. The workshop will be attended by our major systems consultants and we will review opportunities for water, energy, and material conservation in the context of each of the buildings. We will review the opportunities for on-site power generation and co-generation systems that can serve the entire site, along with other strategies we've employed in other facilities that are well-suited for this type of facility. It is our understanding the Owner intends to achieve Florida Green Building Coalition Bronze Certification at a minimum.
- 5.5 **Client Meetings:** we anticipate up to two (2) in person meetings during this Task and four (4) remote Skype meetings, plus up to two (2) public presentations.

Deliverables:

The Stantec team will deliver to the City a Report that includes:

- Building Conceptual Design (including renderings)
 - Floor plans and adjacencies
 - Final site plan layout
 - Concept renderings of up to (2) building massing depicting up to (2) exterior building material options.
- Public Presentations and Presentation Meetings to Commission (2 total)



Reference: RFP 2018-40 – Scope of Services

Task 6.0 Site Permitting

- 6.1 Our local Site Civil and Design team will be working closely with the project architects in task 5 to ensure that appropriate accommodations are made for on-site utilities (does not include connections to existing utilities that are not adjacent to the project site), drainage, and water management, paving and grading plans, fire service, and additional site development related elements to provide for a smooth transition into the site development permitting phase. Based on a final site selection and clearly established limits for the development of Phase I, Stantec will perform the following tasks:
 - 6.1.1 City of North Port – Applications for Major Site and Development Approval
Prepare the City of North Port Permit Applications for a Major Site and Development approval including one (1) set of Construction Plans for the proposed parking lot, building, utility connections, access roads, and site improvements for the above outlined project. Plans will be completed for a single phase of design, permitting and construction. The underground utilities and drainage will be designed and permitted for a single phase of construction, testing and certification. The Construction Plans will include grading, drainage, stormwater management details, storm piping, onsite potable water, onsite sanitary sewer, access connections and roadways, parking areas, proposed building location, and account for future improvements. These plans will be submitted to the City of North Port for Major Site and Development approval.
 - 6.1.2 City of North Port Land Clearing Permit Application
Prepare and submit to the City of North Port the Land Clearing Application in support of the tree removal and land clearing activities. The application will require the tree survey with an exhibit identifying the heritage trees to be removed.
 - 6.1.3 Southwest Florida Water Management District (SWFWMD) SWERP Application.
Prepare and submit to SWFWMD a general permit application, with drawings and calculations for the project. Notice of Intent (NOI) stormwater permit application will be prepared and submitted to the Florida Department of Environmental Protection (FDEP). A Stormwater Pollution Prevention Plan (SWPPP) will be prepared and provided to the Client for use during



Reference: RFP 2018-40 – Scope of Services

construction. The design of the onsite stormwater treatment and attenuation facilities to serve this site will be done as part of this task.

6.1.4 Florida Department of Transportation (FDOT) Applications

Prepare and submit applications to the Florida Department of Transportation (FDOT) for Access Management, Drainage, and Utility permits. This scope includes the separate Access Management plans (11" x 17") for turn lane improvements design within the FDOT right-of-way. The proposed turn lanes will be based upon the transportation analysis being performed under a separate task. This scope also includes the design and analysis of the stormwater conveyance system connection to and through the FDOT right-of-way. A Utility permit will be required should there be a need to connect to the potable water or sanitary sewer system within the FDOT right-of-way. Based on comments received from FDOT prepare responses and information as requested by the review staff.

6.1.5 Florida Department of Environmental Protection (FDEP) Applications for Potable Water Distribution (through County Health Department) and Wastewater Collection (through County Environmental Protection Division), and Stormwater Discharges from Construction Activity.

Prepare and submit applications to the Florida Department of Environmental Protection (FDEP) for potable water, wastewater systems, and stormwater discharges from construction activity. This scope includes the design and analysis of the potable water distribution system extension to serve the commercial site. This scope also includes the design and analysis of the wastewater collection system including a lift station. This scope includes the coordination with the fire protection design engineer but does not include Fire Protection Design and Analysis. The design of any off-site water and wastewater facilities are not included in this scope.

6.1.6 Unites States Army Corps of Engineers (USACE) Permitting Drawings

A separate set of 8-1/2" x 11" drawings will be prepared and provided to the Environmental consultant for their use in the permitting of the wetland and other surface water (OSW) impacts through the USACE.

6.2 Permit Processing.

Based on comments received from City of North Port, SWFWMD, FDEP, and USACE; prepare responses and information as requested by the review staff at the agencies.



Reference: RFP 2018-40 – Scope of Services

6.3 Wetland Delineation and Survey

6.3.1 Wetland Delineation and Survey, Preparation of US Army Corps of Engineers Wetland Data Sheets

Once a final site has been chosen, Stantec biologists will conduct a site visit to flag wetland limits and locate those limits with Trimble GPS units with sub-meter accuracy. Up to 12 US Army Corps of Engineers (ACOE) wetland determination data sheets will also be completed, with two wetland sample points per wetland, one point in the uplands and one point in the adjacent wetland, documenting the status of hydrology, soils, and vegetation for each wetland. These data sheets will be used in support of the ACOE application required for potential impacts to ACOE jurisdictional wetlands on the site, as further described below.

Initial maps of wetland boundaries and data point collection sites will be prepared by Stantec's Geographic Information Systems (GIS) Section for use in planning and for assistance in follow-up wetland surveys as needed.

Wetland surveys will be conducted to develop a Specific Purpose Survey to be submitted in association with the Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP) application and required ACOE application as further described below.

Task will be in accordance with federal wetland criteria as outlined in the Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0) and in accordance with state wetland criteria as outlined in Section 62-340 of the Florida Administrative Code.

6.3.2 Specific Purpose (Wetland Location) Survey

Stantec will prepare a survey to depict the locations of on-site wetland areas under the jurisdiction of the SWFWMD. Wetland areas will be mapped in relation to boundaries of the Subject Property as surveyed by others. The survey will be prepared to meet the requirements set forth in Section 7.0 of the Environmental Resource Permit Applicant's Handbook Volume I, for a certified surveyed delineation.



Reference: RFP 2018-40 – Scope of Services

Stantec will provide biologists to work with Survey staff to finalize the specific purpose survey to meet requirements for inclusion with applications to agencies for formal verification of wetland lines, as further described in the tasks below. The deliverable for this task shall be a digital format survey map signed and sealed by a Florida Professional Surveyor and Mapper in a form acceptable to SWFWMD.

Stantec biologists will also coordinate with Stantec GIS staff to develop maps required for submittal to agencies with applications as further described below. Stantec GIS staff will develop maps in accordance with Stantec standards, including quality reviews of all work. The deliverables for this task will be all maps required for submittal of wetland verification applications to SWFWMD and the ACOE described in tasks 6.5a and 6.5d below.

The deliverable for this task shall be a digital format survey map signed and sealed by a Florida Professional Surveyor and Mapper in a form acceptable to SWFWMD.

6.4 Wildlife Surveys

6.4.1 Gopher Tortoise Survey, Relocation Permitting and Relocation Services

- Stantec will census 100% of the project site in accordance with Florida Fish and Wildlife Conservation Commission (FWC) *Gopher Tortoise Permitting Guidelines* to confirm the distribution and abundance of gopher tortoise burrows. A gopher tortoise to burrow conversion factor will be used to estimate the number of gopher tortoises that will require relocation.
- Stantec will identify an off-site recipient area for relocated gopher tortoises and determine the terms of acceptance and any fees required by the recipient site owner to accept the relocated tortoises.
- Stantec will prepare and submit to the FWC an application for the capture and relocation of all on-site gopher tortoises to the off-site recipient area.
- Stantec will attend an on-site field review with a representative of the FWC to confirm the survey results contributing to the permit application.
- Following receipt of the relocation permit for the FWC, Stantec will capture all gopher tortoises on-site and transfer them to the approved recipient area. The costs for the physical capture and relocation of the



Reference: RFP 2018-40 – Scope of Services

tortoises has been estimated in this scope of services as it is not possible to determine the total number of burrows that will require excavation during the relocation effort. Our estimate also assumes a second 100% gopher tortoise survey will not be required prior to the initiation of the relocation effort. The Client should anticipate and shall be responsible for the payment of any fees to the FWC and/or the recipient site associated with the relocation of the tortoises. We have provided an estimate of those costs with this proposal.

6.4.2 Florida Scrub-jay Survey

- If required, Stantec will census for Florida scrub-jays on and adjacent to the project site in accordance with the sampling methodology recommended in Florida Game and Fresh Water Fish Commission Nongame Wildlife Program Technical Report No. 8 (Fitzpatrick, et al. 1991). The methodology recommends census with recorded scrub-jay calls at an interval of approximately 100 meters on and adjacent to the project site for a minimum of five mornings. Sampling for four minutes is required at each sampling location each morning.
- Stantec will prepare a report summarizing the results of our Florida scrub-jay survey.

6.4.3 Listed Wildlife Survey and Agency Coordination

- During the field work to complete the tasks above, Stantec ecologists will also be vigilant for the potential presence of other wildlife species listed by the Florida Fish and Wildlife Conservation Commission or the U.S. Fish and Wildlife Service.
- Stantec will prepare an Endangered Species Act Consultation Request Package accompany the U.S. Army Corps of Engineers permit application. It is assumed that any federally listed species documented or potentially occurring on the project site can be addressed through use of an Effect Determination Key and will not require formal section 7 consultation between the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service nor incidental take permitting pursuant to section 10 of the federal Endangered Species Act.



Reference: RFP 2018-40 – Scope of Services

6.5 Permitting – Environmental Support

6.5.1 Preparation of an Environmental Resource Permit (ERP) Application for SWFWMD

Stantec biologists will work in conjunction with engineering and other staff to prepare and submit an ERP application to the SWFWMD using data collected from the Specific Purpose Survey and Mapping tasks described above.

The deliverable for this task will be a completed Application and a response to up to one (1) Request for Additional Information from SWFWMD staff. Environmental services included in this task may include attendance at preapplication meetings, agency coordination, Uniform Mitigation Assessment Method (UMAM) calculations if wetland impacts are proposed, mitigation design and/or coordination with mitigation banks if necessary, coordination with Stantec's GIS mapping section to develop exhibits as required for the application process and may include other services as necessary.

Note: The submittal of this application will require a permit application fee, which has been estimated to be \$3,322 based on a 15-acre project site with less than 3 acres of wetland impacts. This fee may be more or less depending on the final site chosen. Stantec cannot guarantee SWFWMD approval of the ERP application. Please also note that the proposed fee associated with this task does not include the cost of potential wetland mitigation that may be required by the SWFWMD ERP as these costs are not possible to accurately estimate without additional site details.

6.5.2 Conduct a Site Visit with SWFWMD Staff to Complete the SWFWMD Application

Stantec will provide up to two (2) biologists to accompany SWFWMD staff for up to one (1) day during agency field verification of surveyed wetland and other surface water limits. Every effort will be made to combine the field verification with the SWFWMD in conjunction with the field verification to be conducted with SWFWMD staff, as described below. If additional time is required to complete the field work due to unanticipated site conditions, Stantec will provide an additional scope and fee proposal to the Client for review/approval prior to completing the additional work.

6.5.3 Preparation and Application to the USACE for Dredge and/or Fill impacts to Federally Jurisdictional Wetlands



Reference: RFP 2018-40 – Scope of Services

Stantec will prepare and submit an application for the appropriate ACOE permit using data collected from the Specific Purpose Survey, Mapping and Field Data Collection tasks described above.

The deliverable for this task will be a completed Application and a response to up to one (1) Request for Additional Information from USACE staff. Environmental services included in this task may include attendance at preapplication meetings, agency coordination, Uniform Mitigation Assessment Method (UMAM) calculations if wetland impacts are proposed, mitigation design and/or coordination with mitigation banks if necessary, coordination with Stantec's GIS mapping section to develop exhibits as required for the application process and may include other services as necessary.

Note: Stantec cannot guarantee USACE approval of the Application.

6.5.4 Conduct a Site Visit with ACOE Staff to Complete the ACOE Application

Stantec will provide up to two (2) biologists to accompany USACE staff for up to one (1) day during agency field verification of surveyed wetland and other surface water limits. Every effort will be made to combine the field verification with the USACE in conjunction with the field verification to be conducted with SWFWMD staff, as described above. If additional time is required to complete the field work due to unanticipated site conditions, Stantec will provide an additional scope and fee proposal to the Client for review/approval prior to completing the additional work.

6.5.5 Prepare an Environmental Narrative for the City of North Port

Stantec will develop an Environmental Narrative as required by the City of North Port that will describe environmental issues of concern for the chosen site, including wetlands, other surface waters, wildlife issues, and other environmental matters specific to the site. The completion of this task will include coordination with City staff to ensure that the Narrative meets City requirements and thoroughly describes environmental concerns for the site to meet City needs as required for development of the site.



Reference: RFP 2018-40 – Scope of Services

6.6 Transportation Impact Analysis

6.6.1 Transportation Methodology

Stantec will prepare a transportation methodology statement that will stipulate proposed procedures and assumptions to be utilized in the transportation analysis. Final development intensities will be provided (or approved) by the Client prior to submitting the transportation methodology statement. However, it is assumed that the project will consist of a 18,750 square-foot government office building including Utilities and Utilities operations and a 25,000 square-foot warehouse building.

Stantec will prepare for and attend a transportation methodology meeting with the City of North Port in support of the methodology statement. Following the methodology meeting, Stantec will revise the methodology statement (if necessary) to reflect agreements reached in the methodology meeting and resubmit to the City.

6.6.2 Transportation Analysis

An analysis will be prepared and documented in a summary report with supporting documentation for the project. The analysis will be based on a single-phase project with build-out conditions in the year determined by the Client.

Trip generation estimates will be based on the Institute of Transportation Engineers (ITE), *Trip Generation – 10th Edition (2017)*. Estimates of internal and external trips will be prepared based on the ITE *Trip Generation Handbook* and engineering judgment based on previous studies performed in the area. The internal/external estimates will be prepared for the PM peak hour.

Trip assignment estimate of project traffic will utilize existing traffic patterns, the FDOT D1 Districtwide FSUTMS model and/or engineering judgment from past experience within the project area. This information will be summarized in graphic and/or tabular format in the final report.

Based upon findings of the Trip Generation, Distribution, and Assignment, Stantec will conduct a capacity analysis of project traffic impacts to the study network. A detailed PM peak hour capacity analysis for the roadway segments and intersections within the study area will be performed using FDOTs Generalized LOS Tables, Artplan, Highplan, the Highway Capacity Software (HCS) or Synchro. General recommendations for needed roadway and operational improvements (if any) will be developed for the external roadway network affected by the development. It is



Reference: RFP 2018-40 – Scope of Services

anticipated that 18 intersections and corresponding roadway segments will be within the study area.

Right and left turn lane warrants at the project entrance(s) will be evaluated. Left turn lane warrants will be conducted using National Cooperative Highway Research Program Report 745. Right turn lane warrants will be conducted using the National Cooperative Highway Research Program Report 279 and the FDOT's Driveway Information Guide.

Stantec will provide draft copies of the traffic analysis report for Client review and comment in advance of preparing the final documents for submittal to City of North Port.

Upon submittal of the documents to the City of North Port, further documentation or clarification of the analyses to complete their review may be required. Stantec will meet with the City, if necessary, to discuss the comments and provide the appropriate supporting documentation.

One round of comments, if required, from the City and resubmittal of the final analysis is assumed in this task. This effort includes a meeting with City Staff to clarify any outstanding issues.

6.6.3 Subconsultant Data Collection

As part of the traffic analysis, existing traffic volumes will be collected at intersections within the study area. Stantec will contract with Quality Counts to collect intersection data for use in the transportation analysis. It is assumed that six PM peak-hour turning movement counts will be required. If additional count locations or times are required, they will be billed on a Time and Materials basis.

6.7 Landscaping and Irrigation

6.7.1 Landscape Plans

Stantec will prepare landscape plans for inclusion with the submittal to City of North Port. These plans will depict required roadway/ perimeter buffers, building foundation landscaping and parking lot landscaping. Any required tree removal and replacement calculations will be prepared and provided. The landscape plans will include the location, size, species, and quantity of the proposed plant material including specifications and details. These plans will include code minimum quantities which can be expanded at the request of the City of North Port staff during the design phase.



Reference: RFP 2018-40 – Scope of Services

6.7.2 Irrigation Plans

Upon receipt and satisfactory resolution of any County comments, irrigation plans providing 100% coverage in the areas of proposed landscaping shall be prepared. These plans will depict mainline connections and routings, along with piping and head layouts. The irrigation source will be provided by existing irrigation services lines provided by City of North Port Utilities. On-site storage is not proposed for the irrigation water and the irrigation design will rely on the existing line pressure provided by the irrigation water provider.

6.8 Archaeological Services

Archaeological Consultants, Inc. (ACI) will conduct a standard phase I cultural resource assessment survey of an approximately 14-acre parcel within the City of North Port. The survey and report will comply with the requirements of the City of North Port as well as *Florida Statutes 267 and 373*. Specifically, ACI will conduct background research, field survey which will include subsurface shovel testing, and prepare a report which compiles with the Florida Administrative Code 1A-46. The report will include the results of the background research, field survey and analysis of recovered artifacts, and evaluation of any archaeological sites discovered; Florida Master Site File forms will be prepared for all discovered sites; and the report will include photographs, maps, and tables relevant to the research.

6.9 Boundary Survey:

Stantec will prepare a boundary of a 14-acre Tract of Land in accordance with the Standards of Practice set forth by the Florida Board of Surveying & Mapping, pursuant to Section 472.027, Florida Statutes and Chapter 5J-17.05, Florida Administrative Code. The survey will include the location of improvements on and immediately adjacent to the property. FEMA flood zones from a current FEMA Map will be identified on the survey. Information contained in a current title report, to be supplied by the client, will be shown on the survey.

6.10 Topographic Survey:

Stantec will prepare a topographic survey of the subject property on a 50' grid with 100' overlap on the adjacent properties. Topographic information for the entire adjacent right-of-way will be included. Improvements, drainage features and utilities within the adjacent right-of-way and the property will be located and shown on the survey. Elevations will be relative to the National Geodetic Vertical Datum (NGVD) of 1929, unless specified otherwise.



Reference: RFP 2018-40 – Scope of Services

6.11 Tree Survey:

Stantec will locate and specify the type and diameter (at chest height) of the trees on the property. The location of the trees will be performed with a Trimble sub-meter GPS unit. The tree survey can be done as a separate survey drawing or added to the Topographic Survey.

6.12 Offsite Right-of-way Topographic Survey:

Stantec will gather topographic information within the right of way of the adjoining road for 1200' in both directions from the property on 50' sections and locate improvements and utilities within the right-of-way. A topographic survey drawing will be prepared.

6.13 Off-Site Utility Connections

Should the site utility connection point(s) to existing potable water, sanitary sewer, or reclaim water not be available in the right-of-way adjacent to the project site, Stantec will prepare off-site utility construction plans suitable for permitting and construction. The plans will be separate from the site civil construction and permit plans. Technical specs for off-site utility work will be incorporated into the technical specifications for the overall development. Stantec will also provide bid assistance and limited construction phase services for the off-site utility work.

The off-site utility work will be bid and constructed concurrently with the administration building, warehouse and storage area. Stantec will provide services for the off-site utility work during bid and construction phases.

The sizing of the off-site mains is not included in this task. The main size(s) will match the minimum size necessary to service the project site as determined by the site civil engineer unless NPU requests the main(s) to be upsized.

Due to the unknown conditions associated with this task, the fees for the off-site utility connections – including topographic survey, off-site utility construction and permit plans, utility permitting, bid phase services and construction phase services will be charged at a not-to-exceed (NTE) fee based on the linear feet of off-site improvements and the number of utility mains designed and permitted. The NTE fee for the LF unit price items under this task is based on a minimum of 1,000 LF. When the distance exceeds 1,000 LF, the NTE fee shall be calculated as the farthest distance from where the on-site utility enters the right-of-way to the location of the existing facility being tied into measured along the actual length of the utility main. Should the existing utilities being connected to be in different directions from one another, the distances will be added to calculate the NTE fee.



Reference: RFP 2018-40 – Scope of Services

6.13.1 Off-Site Utility Plan Preparation

6.13.1.1 Topographic Survey

Stantec will prepare a topographic survey of the off-site project route, starting at the project site and ending at the connection point to existing utilities. The limits of the survey work will be within the existing road rights-of-way. The survey will include cross sections at a 100' grid or where there is a major break in grade, visible improvements, as-built of sanitary sewer and storm structures, and trees 4.5 inches or greater or considered to be of value.

6.13.1.2 Geotechnical Engineering Services

Utility mains requiring to be installed using trenchless methods such as a horizontal direction drills (HDD) or jack and bores will require soil borings by a Geotechnical Engineer to aid in the design. A minimum of two soil boring to a depth approximately 10-feet greater than the proposed HDD or Jack and Bore will be necessary. The linear foot fee is based on the following:

Horizontal Direction Drill: For a single HDD, two SPT borings to a minimum depth of 35-feet each and an engineering report.

Jack-and-Bore: For a single Jack-and-bore, two SPT borings to a minimum depth of 20-feet each and an engineering report.

The fee for deeper borings will be based on the LF unit fee.

6.13.1.3 Subsurface Utility Explorations

Subsurface utility engineering (SUE) services will be required should there be utility conflicts based on the information provided by NPU and other utility companies. NPU has offered to assist with the verification of vertical and horizontal locations of existing utilities. Should there be issues with obtaining verified vertical elevations and horizontal locations (VVHs), a per hole unit price has been provided. Should these services be provided, each location will be backfilled and compacted with select material. Restoration of the surface, within the limits of the cut, will be completed immediately following the excavation work. The minimum fee will be based on a minimum of six (6) holes.



Reference: RFP 2018-40 – Scope of Services

6.13.1.4 Off-Site Utility Construction and Permit Plans

Using the off-site topographic survey, a base map will be prepared for use in developing the off-site utility plans. Included on the base map will be public utility record drawing information to be provided by NPU and other utility information that will be requested from utility owners with facilities in the area. The base map showing the existing conditions will be used to prepare the utility construction and permit plans. The utility plans will contain a cover sheet, plan and profile sheets, sections, detail sheets and best management plans for erosion control.

Two milestone submittals will be included for the off-site utility plans: a 60% preliminary design submittal and a final 100% issued for bid submittal. The 60% off-site utility plans will be submitted to NPU for review and will be used for submittal of permit applications. Following receipt of review comments from NPU and permitting review agencies, the 100% issued for bid off-site utility plans will be prepared and submitted to NPU. The 100% issued for bid off-site utility plans will be sealed and signed by a Professional Engineer licensed in the state of Florida.

6.13.2 Off-Site Utility Permitting

Stantec will prepare and submit the following permit applications:

- FDEP Applications for Potable Water Distribution (through County Health Department)
- FDEP Wastewater Collection (through County Environmental Protection Division)
- FDEP Environmental Resource Permit (or exemption request)
- FDOT Utility Permit
- U.S. ACOE Permit.

Stantec biologists will assist with the preparation of an ERP or exemption application to FDEP and U.S. ACOE.



Reference: RFP 2018-40 – Scope of Services

6.14 Bid and Construction Phase Services for Off-site Utilities

- Attend Pre-bid meeting and assist with addendum responses.
- Attend pre-construction meeting. Prepare meeting agenda and minutes.
- Review shop drawing submittals for up to ten separate appurtenances (e.g., pipe, fittings, valves) per utility type (i.e., potable, wastewater, reclaim).
- Provide periodic construction observation at key moments of construction including witnessing utility main pressure testing.
- Respond to Contractor RFI's.
- Attend up to two (2) construction progress meetings. Prepare meeting agendas and minutes.
- Following detailed review by City staff, review Contractor's Application(s) for Payment and sign off as Engineer-of-Record.
- Review and comment on Contractor/Surveyor prepared signed and sealed Record Drawings suitable for City records and permit certification.
- Attend a walk through with City staff and prepare a project punch list for Contractor.
- Prepare close-out permit packages using Contractor supplied Record Drawings and submit to the regulatory agencies.

Deliverables:

Stantec will provide the following as part of the Off-site Utility Connections Task:

- 60% utility plans, engineer's opinion of probable cost, and measurement & payment section for NPU review and comment,
- Permit Applications for NPU review and signature.
Once signed applications and checks for permit review fees are returned, submittals will be made to the reviewing agencies.
- Signed and sealed 100%/Bid utility plans, engineers opinion of probable cost, and measurement and payment section.

EXCLUDED SERVICES

The following services are specifically excluded from the above proposed scope:

- Traffic signal or intersection design improvements



Reference: RFP 2018-40 – Scope of Services

Task 7.0 Final Building Design

7.1 60% Design Development

The team will field verify existing visible conditions of the project preferred site, the 30% Schematic Design assumptions and Owner's Project Requirements (OPR). We will verify decisions made in schematic design, including:

- Building space allocations
- Operational adjacencies
- Space requirements and access
- Exterior building materials

Major changes or significant deviations from the 30% Schematic Design as presented during Task 5.2 are not expected. Should these occur, the design team shall re-evaluate the proposed adjustments and their impact; if any, to the schedule and professional fees quoted herein.

After receiving written approval from North Port of the 30% design, our team will verify the systems and assumptions through specifying products, materials, systems sizes, and constructability of the building.

- 7.1.1 We will meet with North Port Building Division for a preliminary permit design review meeting.
- 7.1.2 We will develop and present an interior design overall guiding principal, and up to two concepts/options for each occupied space. Our team will present these concepts at the beginning of 60% Design Development and re-present a modified package at the end of this phase.
- 7.1.3 We will develop and present an architectural lighting overall guiding principal, and up to two concepts/options for each occupied space. Our team will present these concepts at the beginning of 60% Design Development and re-present a modified package at the end of this phase.
- 7.1.4 We will develop draft specifications using the CSI 16 or 32 Division format for each relevant specification section needed based on the approved design. These will be used to inform our final specification package.
- 7.1.5 We will develop site security and technology controls.



Reference: RFP 2018-40 – Scope of Services

7.2 Building Systems

During this subtask, lighting fixture, finish materials, and all systems will be sized, fully defined, and located to ensure space, access, and maintenance ease. The design development documents will include general interior finish notes for contractor budgetary pricing.

7.3 90% and 100% Construction Documentation

Prior to commencing with the construction documentation phase, we will require sign-off from the City on the design and cost estimate of the project from the Design Development phase submittal, including any value engineering modifications selected. Stantec will continue coordination with the consultant team to make sure all disciplines are fully coordinated, including fire protection and the security system. All the consultants will be fully engaged in project delivery and coordination. We will hold weekly phone coordination meetings. Our team focus will be in finalizing the detailed design of the project to prepare for the Bidding/Permitting Phase and the addition of the contractor to the project.

7.3.1 We will update and present an interior finishes package including finishes for each space within the facility.

7.3.2 We will update and present an architectural lighting package including lighting for each space within the facility, and exterior lighting.

7.3.3 We will develop Final Specifications for 90% Package for each relevant specification section needed based on the approved design. These will be used to inform our final specification package. Major changes or significant deviations from the 60% Design Development as presented during Task 7.2 are not expected - Should these occur, the design team shall re-evaluate the proposed adjustments and their impact; if any, to the schedule and professional fees quoted herein.

7.4 Civil Engineering Pre-Construction Phase Services

Provide pre-construction phase services including:

- Cut and fill analysis
- Quantity take-off and Engineer's Opinion of Probable Cost based upon completed construction plans
- Prepare site specifications for bidding
- Pre-bid meeting
- Pre-construction meeting



Reference: RFP 2018-40 – Scope of Services

- Shop drawing review

7.5 Geotechnical Engineering Services for Project Site

Proposal is based on the selected site being accessible to standard drilling equipment. It is assumed clearing operations to provide access and/or special equipment will not be required to perform the field work. The field testing program will consist of the following services:

- Conduct a visual site reconnaissance of the project site and locate and coordinate utility clearance.
- Perform a total of eight (8) Standard Penetration Test (SPT) borings within the footprints of the proposed administration and warehouse buildings. The SPT borings will be performed to depths on the order of 30 feet below existing grades. In addition, we will perform one (1) SPT boring to a depth of 30 feet below existing grades at the location of the proposed pump station.
- Perform three (3) SPT borings to a depth of 20 feet below existing grades and three (3) hand auger borings to depths on the order of 7 feet below existing grades within proposed pond areas.
- Perform two (2) field permeability tests within proposed dry pond areas.
- Perform twenty-one (21) hand auger borings to depths on the order of 7 feet below ground surface in areas of proposed pavement sections.
- Identify groundwater table levels and estimate the seasonal high groundwater table level.
- Conduct laboratory testing on soils obtained from within the borings.
- Visually classify and stratify all recovered soil samples in the laboratory using the Unified Soil Classification System (USCS).
- Identify confining layer and estimate porosity.
- Identify potentially deleterious materials discovered within the borings that may affect the design or interfere with construction.
- Evaluate the feasibility of slab on grade for shallow foundations for support of the proposed structures.
- Provide preliminary design parameters for shallow foundations including



Reference: RFP 2018-40 – Scope of Services

allowable bearing pressure, foundation sizes, foundation levels and soil subgrade.

- Prepare an engineering report which summarizes the course of study pursued, the field and laboratory data generated, the subsurface conditions encountered and our recommendations including general pavement and construction considerations.

Deliverables:

Stantec will provide the following:

- Geotech Report for the Project Site
- Schematic Design Package for each building, the Operations Center and the Warehouse.
- Construction/Permit Drawings and Specifications
 - 60% Package
 - 90% Package
 - 100% Package
- Final Equipment List
- Final Finish Boards
- Cost Estimate @ 60% by a Cost Estimator
- All associated documentation
- Building Permit application support to the selected General Contractor and up to two (2) RAI's from the City.

Task 8.0 Bid and Construction Contract Administration Phase

As a part of bid support, Stantec will attend pre-bid, pre-proposal, and bid-opening conferences to answer specific questions from bidders related to the contract documents and/or project scope. Additionally, the team will provide support to the City in evaluating bids. Typically, assistance is provided in the form of comparing scopes and proposed alternates or exclusions outlined by bidders.

8.1 Stantec's Sarasota office will lead the site civil construction support services for site utilities, including:

8.1.1 Construction Phase Services

Provide general construction observation and provide review of contractor's requests for payment. Attend a weekly site meeting with the CLIENT and contractor. Scope and fee are based on a single construction phase. It is



Reference: RFP 2018-40 – Scope of Services

assumed that construction will be completed over the course of twelve (12) months with an average of five (5) hours per week for field visits.

8.1.3 Testing & Certifications

Review test reports and record drawings one time and conduct final observation of construction/ testing coordination for water, sanitary sewer, storm sewer and irrigation as required by City of North Port Utilities and Public Works Departments. Prepare and submit certification packages to City of North Port, SWFWMD, FDOT, and FDEP. It is assumed that each utility will be certified in a single phase (one certification) and that each test occurs as scheduled and passes. Test that were scheduled and either did not occur or did not pass requiring retesting will be subject to a request for additional budget.

8.2 Stantec, along with our consultants, will perform Architectural Construction Administration services for the buildings during construction and will be involved with building plan QA/QC.

8.2.1 Construction Inquiries: Our team will receive, review, and process construction-related RFI (Requests for Information) and Submittals from the contractor. Typical turn-around for these items is (5) business days for RFI's and (10) ten business days for submittals and/or shop drawings. Items sent by the Contractor after 12:00 PM will be dated the following business data. Stantec will provide up to two (2) reviews per submittal and/or shop drawings. Any additional reviews beyond the two (2) will be an add service.

8.2.2 Site Meetings: We will continue to service this phase of the project with a senior-level architect and will include appropriate engineer leads at weekly and bi-weekly Owner Architect Contractor meetings. These would be in conjunction with the contractor on site. Following each visit, a field observation report will be prepared and submitted to the OAC team, which will note the progress of the work and any observed deficiencies that should be corrected.

8.2.3 Minutes: Stantec will review meeting minutes issued by the contractor.

8.2.4 Punch Out: Following the contractor's punch list, Stantec will provide up to two (2) days for punch list – an initial punch list and a final punch list.



Reference: RFP 2018-40 – Scope of Services

- 8.2.5 Schedule: We assume a 12-month construction schedule to arrive at Substantial Completion, and an additional 3 months for project closeout.
- 8.2.6 Record Drawings: Our team will provide electronic copy of final drawings for record to the City. Drawings will be based on RFI response, submittals, change orders, and information delivered to us by the Contractor which will include markups of their field installed changes. Stantec is relying on the information provided by the Contractor, we cannot be responsible for the accuracy or completeness of the record drawings.
- 8.2.7 Florida Green Building Coalition Certification: We will submit Final Application Checklist and supporting documentation to FGBC Bronze Certification.
- 8.3 Landscaping and Irrigation Construction Phase/Certification
Perform up to two (2) site visits to review the installed landscape and irrigation for consistency with the code minimum landscape plans in order to facilitate certification to City of North Port. Prepare a landscape certification to be included with site civil certification package submittal to City of North Port.
- 8.4 Post Construction: TBD

Scope Assumptions and Clarifications

There following assumptions are included in this scope of work.

- NPU will designate a project manager who will serve as the primary contact throughout the project and who will work to provide prompt responses to inquiries from Stantec.
- NPU will provide data requested by Stantec in advance of the kick-off meeting or immediately after.
- Permitting agencies will issue permits or review comments within 30 days of receipt of the permit applications.
- The fee provided for a boundary, topo, and tree survey may be increased should the selected property exceed 15.0 Acres..
- The fee provided for wetland delineations and environmental resource permitting may be increased should the selected property exceed 15.0 acres.
- The fee provided for a Cultural resource assessment survey may be increased should the selected property exceed 15.0 acres..
- The fee provided for a Geotechnical Investigation may be increased should the selected property exceed 15.0 acres or the administration building



Reference: RFP 2018-40 – Scope of Services

- footprint exceed 18,800 SF or the Warehouse footprint exceed 27,700 SF.
- The contractor will be responsible for obtaining building permits.
 - The contractor retained by NPU to construct the improvements will maintain redline as-built drawings during construction that indicate the work constructed and provide Site Civil and Off-site Record Drawings signed by a Licensed Surveyor.
 - Charrette facilities shall be provided and coordinated by NPU
 - The developed area of the selected site is expected to not exceed 15ac, if the developed area of the selected site exceeds 15.0 acres Stantec is entitled to request additional design fees.
 - In the event that the project schedule is extended for reasons outside of our direct control, we may incur additional costs and reserve the right to charge such costs resulting from such items as additional project management time. Any additional costs incurred would be notified and agreed in advance with the Client.
 - If Stantec is requested to provide services required because of significant changes in the project including, but not limited to, the Client's schedule, client direction, and alternative design requirements requested by the client then Stantec will be entitled to request additional fees.
 - NPU will perform any necessary Subsurface Utility Exploration needed for design efforts around buried utilities.

Items not specifically detailed in the scope of services are excluded at this time but can be added through mutual agreement by Stantec and NPU. Items that are excluded from the scope include but are not limited to:

- Legal Services
- Real Estate/property negotiations
- Rezoning
- Permit review fees
- Obtaining building permits or other permits not explicitly indicated herein



Reference: RFP 2018-40 – Scope of Services

EXHIBIT B

Fee Schedules

Tasks	Basic Services Fee	Site Analysis Basic Service	* Site Dependent Optional Services
Task 1.0	\$ 33,736		
Task 2.0		\$ 29,362	
Task 3.0	\$ 71,966		
Task 4.0			\$ 39,062
Task 5.0	\$ 87,231		
Task 6.0	\$ 139,482		\$ 105,189
Task 7.0	\$ 343,530		
Task 8.0	\$ 182,118		
SUB-TOTAL	\$ 858,063	\$ 29,362	\$ 144,251
DESIGN SERVICE FEE	\$ 887,425		

* Scope narrative indicated in blue are site dependent optional services and may, or may not be needed in this project. It will depend on selection and specifics of site.

Task 6.13	Site Dependent Optional Services	
R/W Topo Survey	\$ 3,250.00	/ 1000 LF
Utility Design and Permitting (1 Utility Main)	\$ 9,750.00	/ 1000 LF
Utility Design and Permitting (2 Utility Mains)	\$ 12,000.00	/ 1000 LF
Utility Design and Permitting (3 Utility Mains)	\$ 14,250.00	/ 1000 LF
Bid and Construction Phase (1 Utility Main)	\$ 5,200.00	/ 1000 LF
Bid and Construction Phase (2 Utility Mains)	\$ 7,200.00	/ 1000 LF
Bid and Construction Phase (3 Utility Mains)	\$ 9,200.00	/ 1000 LF
Subsurface Utility Engineering **	\$ 1,000.00	/ VVH hole
Geotechnical Engineering HDD Boring ***	\$ 2,200.00	/Each Plus \$29.00 / FT
Geotechnical Engineering J&B Boring ***	\$ 1,550.00	/Each Plus \$38.00 / FT



Reference: RFP 2018-40 – Scope of Services

** A minimum of six (6) VVH's for this Task.

***A minimum of two (2) SPT borings a minimum of 35' each for each HDD. (\$ 2,200 each plus \$ 29.00 per each additional FT)

A minimum of two (2) SPT borings a minimum of 20' each for each J&B. (\$ 1,550 each plus \$38.00 per each additional FT)



Reference: RFP 2018-40 – Scope of Services

EXHIBIT C

Project Schedule

Tasks	Start	End
Task 1.0 – Project Management & Coordination Meetings	10/1/18	2/26/21
Task 2.0 – Site Analysis	10/1/18	11/30/18
Task 3.0 – Preliminary Programming & Site Layout Options	10/1/18	11/30/18
Task 4.0 – Site Identification and Acquisition	12/3/18	12/31/18
Task 5.0 - Site Layout and Preliminary Design	1/2/19	2/28/19
Task 6.0 – Site Permitting	3/1/19	6/28/19
Task 7.0 – Final Building Design	3/1/19	8/30/19
Task 8.0 – Construction Contract Administration (CA) Phase	11/1/19	3/31/20

Schedule assumes receipt of purchase order by September 28, 2018.