

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: February 11, 2026

Presenter's Name and Title: Rafael Sanmiguel, Management and Budget Director

Prepared By: Kelly Cabrera-Acosta, Senior Budget Analyst

Temp. Reso. Number: 8607

Item Description: Temp. Reso. #R8607 APPROVING THE PROCUREMENT OF THE FY27 GENERAL FUND FINANCIAL SUSTAINABILITY ANALYSIS UPDATE FROM STANTEC MTC FINANCIAL MANAGEMENT FOR THE MANAGEMENT AND BUDGET DEPARTMENT IN THE AMOUNT NOT TO EXCEED \$38,710, FOR A TOTAL EXPENDITURE OF \$80,000 IN FISCAL YEAR 2026. (MANAGEMENT AND BUDGET DIRECTOR, RAFAEL SANMIGUEL)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Funding in the amount of \$38,710 is available from the account 001-15-153-513-000-603192 labeled Consulting Services.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Exhibit(s)**
 - **Exhibit A: Proposed Piggyback Agreement with City of Miramar Proposal and City of Titusville Contract**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Rafael Sanmiguel, Management and Budget Director

DATE: February 5, 2026

RE: Temp. Reso. No. 8607 approving the procurement of Fiscal Year 2027 Consulting Services – Proposed Agreement from Stantec Consulting Services, Inc.

RECOMMENDATION: Temp. Reso. No. 8607 approving the procurement of the General Fund Financial Sustainability Analysis Update for the Fiscal Year 2027 (“FY27”) from Stantec MTC Financial Management (“Stantec”), formerly known as Stantec Consulting Services, Inc., by piggybacking the City of Titusville, Florida agreement No. CN25P004LR, in the amount not to exceed \$38,710 for a total expenditure in the amount of \$80,000 in the Fiscal Year 2026 (“FY26”).

ISSUE: Pursuant to Section 2-412(a), approval of the City Commission is required for an acquisition of, or contract for commodities or services by a single department in excess of \$75,000 from the same vendor in a single fiscal year.

BACKGROUND: The Management and Budget department uses the FY27 General Fund Financial Sustainability Analysis to help guide the preparation of the FY27 Budget, maintain long term fiscal sustainability, and develop a multi-year financial plan for the City of Miramar.

DISCUSSION: The City of Titusville conducted a competitive procurement process and advertised Request for Proposals No. CO25P004LR, for Rate, Financial and Management Services. Stantec was the highest-rated responsive responsible Proposer and was awarded an agreement for an initial term of five years with the option to renew for one additional five-year term. The initial term of the agreement between Stantec and

the City of Titusville commenced on March 20, 2025, and will expire on March 19, 2030. Stantec provides a framework for scenario evaluation and sensitivity tests. They also evaluate future consequences of current decisions and how this affects the budget. The City has been consulting with Stantec for the last seven years since 2019.

In accordance with Section 2-413(6) of the City code, the City can piggyback the services of contracts that are the subject of another governmental entity, and such contract is exempt from further competition. The City is proposing a piggyback agreement with Stantec for services through September 30, 2026, in the amount of \$38,710.

Stantec also provided the City with the Fire Assessment Rate Study FY26-27 by Piggybacking the City of Lauderdale Lakes Contract #25-3110-03R in the amount of \$39,950. The estimated total spend with Stantec for FY26 is \$80,000.

ANALYSIS: Compensation for services shall be made under the same terms of the City of Titusville agreement and funding will be available in account number 001-15-153-513-000-603192 labeled Consulting Services.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PROCUREMENT OF FY27 GENERAL FUND FINANCIAL SUSTAINABILITY ANALYSIS UPDATE FROM STANTEC MTC FINANCIAL MANAGEMENT, BY UTILIZING THE CITY OF TITUSVILLE CONTRACT FOR REQUEST FOR PROPOSAL (CO25P004LR) ENTITLED CONSULTANT SERVICES FOR RATE, FINANCIAL AND MANAGEMENT SERVICES, IN AN AMOUNT NOT TO EXCEED \$38,710, FOR A TOTAL EXPENDITURE OF \$80,000 FOR FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City continues to require the General Fund Financial Sustainability Analysis to guide the preparation of the Budget, and to maintain long term fiscal sustainability, and develop a multi-year financial plan for the City for the FY27; and

WHEREAS, in accordance with Section 2-413 (6) of the City Code, the City can utilize other government entity agencies' agreements that were awarded as a result of a competitive process; and

WHEREAS, the City of Titusville advertised Request for Proposals CO25P004LR for Consultant Services for Rate, Financial and Management Services, which was awarded to Stantec MTC Financial Management ("Stantec"); and

WHEREAS, in accordance with section 2-412 (a)(1) of the City Code, approval of the City Commission is required for the purchases of goods and services by a single department, from the same vendor, in excess of \$75,000 in a single fiscal year; and

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WHEREAS, the Office of Management and Budget desires to procure services from Stantec to provide the FY27 General Fund Financial Analysis update in the amount of \$38,710 in addition to the services already procured for the Fire Assessment Rate Study for FY26-27; and

WHEREAS, the total expenditure with Stantec for FY26 is in an amount not-to-exceed \$80,000; and

WHEREAS, the City Manager recommends approval of the agreement for the procurement of professional consulting services, attached hereto as Exhibit "A," with Stantec through the utilization of the City of Titusville Services Agreement in an amount of \$38,710 for a total expenditure of \$80,000 for FY26; and

WHEREAS, the City Commission deems it to be in the best interest of the residents and the citizens of the City of Miramar to approve the procurement of professional consulting services from Stantec through the utilization of the City of Titusville Services Agreement in an amount of \$38,710 for a total expenditure of \$80,000 in FY26.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the piggyback agreement for the procurement of the FY27 General Fund Financial Sustainability Analysis Update, attached hereto as Exhibit “A”, from Stantec through the utilization of the City of Titusville Services Agreement in an amount of \$38,710, for a total expenditure of \$80,000 for FY26.

Section 3: That the appropriate City Officials are authorized to do all things necessary and expedient to effectuate the execution of the agreement and to carry out the aims of this Resolution.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

Reso. No. _____



**AGREEMENT BETWEEN
CITY OF MIRAMAR
AND
STANTEC CONSULTING SERVICES, INC.
FOR
CONSULTANT SERVICES FOR RATE, FINANCIAL AND MANAGEMENT SERVICES
(Piggyback Competitive Award)**

THIS PIGGY BACK AGREEMENT (the "Agreement") is made and entered into between the **CITY OF MIRAMAR**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the "City"), and Stantec Consulting Services a Foreign Profit Corporation authorized to conduct business in the State of Florida, with its principal place of business located at 777 S. Harbour Island Boulevard, Suite 600, Tampa, Florida 33602 (the "Consultant").

WITNESSETH

WHEREAS, the City wishes to enter into this Agreement with the Consultant to provide all labor, material and supervision necessary to provide Consulting Services for ("the Services") for the FY27 General Fund Financial Sustainability Analysis Update ("the Project"); and

WHEREAS, the City and Consultant (the "Parties"), wish to incorporate the terms and conditions of Contract # CO25P004LR between the Consultant and the City of Titusville, dated on or about March 20, 2025 ("the Titusville Contract"); and

WHEREAS, pursuant to Section 2-413 (6) of the City Code, the City has the authority to Piggyback the Contract.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated and made a part of this Agreement.

Section 2. Term. The term of this Agreement shall commence upon the last date of signature herein and shall expire upon the City's acceptance of all of the services for the completion of the project.

Section 3. Contract Terms. The Consultant agrees to provide the City with the Services in accordance with the provisions of the Titusville Contract, attached hereto as **Exhibit "1"**, and the Consultant's proposal to the City of Miramar, (the "Proposal") attached hereto as **Exhibit "2."** The exhibits are incorporated into this Agreement for all purposes and are a part of the "Contract Documents" representing the entire agreement between the Parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Titusville Contract, and the Consultant's Proposal to the City of Miramar.

Section 4: Scope of Work

The following provisions are included:

- A. Consultant shall perform the Services, as set forth in the contract documents.
- B. In consideration of the Services to be provided by the Consultant, the City agrees to pay Consultant at the same rates under the Titusville contract totaling the amount shown in **Exhibit "2"**.
- C. The City shall be substituted for the City of Titusville with regard to any and all provisions of the Contract and the Consultant's Proposal, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of consultant made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.
- D. Consultant shall not commence the Services unless and until the requirements for insurance have been fully met by consultant and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 5: Public Records. Public Records: Consultant shall comply with The Florida Public Records Act as follows:

- 1. Keep and maintain public records in the Consultant's possession or control in connection with the Consultant's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the Service.
- 2. Upon request by City's records custodian, provide City with a copy of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Consultant shall be delivered by the Consultant to the City, at no cost to the City, within seven days. All records stored electronically by the Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the City upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

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 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Consultant shall be withheld until all documents are received as provided herein.

Section 6. Scrutinized Companies.

- A. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this

Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7: E-Verify In accordance with Florida Statutes §448.095, the Consultant, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Section 8. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 9. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: City of Miramar
Dr. Roy L. Virgin, City Manager
2300 Civic Center Place
Miramar, Florida, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672
Email: rvirgin@miramarfl.gov

Copy to: Austin Pamies Norris Weeks Powell, PLLC.
City Attorney
401 NW 7th Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 768-9770
Email: miramarcityattorney@apnwplaw.com

For Consultant: Peter Napoli
777 S Harbour Island Boulevard Suite 600
Tampa, FL 33602
Telephone: (904) 671-0117
Email: peter.napoli@stantec.com

Section 10: Severability. This Agreement sets forth the entire agreement between the Consultant and the City with respect to the services of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties regarding the services described herein. This Agreement may not be modified, except by the Parties' mutual agreement set forth in writing and signed by the Parties.

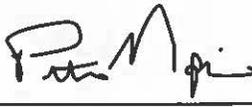
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IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year set forth below.

CITY OF MIRAMAR:

By: _____
Dr. Roy L. Virgin, City Manager

CONSULTANT:

By:  _____
Napoli,
Peter

Digitally signed
by Napoli, Peter
Date: 2026.01.08
14:58:01 -05'00'

_____ Peter Napoli _____
Print Name

_____ Senior Manager _____
TITLE

This ____ day of _____, 2026.

Date: 1/8/2026

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.



**CN25P004LR CONSULTING SERVICES CONTRACT
FOR RATE, FINANCIAL AND MANAGEMENT SERVICES**

THIS CONTRACT, made and entered into this 20th day of March, 2025, by and between the City of Titusville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and Stantec Consulting Services, Inc., a Florida Profit Corporation located at 777 S. Harbour Island Blvd., Suite 600, Tampa, FL 3362-5729, hereinafter referred to as the ("Consultant"), sets forth that;

WHEREAS, the City desires to engage a Consultant who has special and unique competence and experience in providing water, wastewater, reuse, stormwater, and solid waste enterprise fund (collectively, the "Enterprise Funds") studies; and

WHEREAS, the Consultant represents that it is duly licensed and it has such competence and expertise in providing these services; and

WHEREAS, the City in reliance on such representations has selected the Consultant in accordance with the requirements of law; and

WHEREAS, at the regular City Council meeting of February 25, 2025, the award of this contract was duly considered and approved; and

WHEREAS, the City and the Consultant desire to reduce to writing their understanding and agreements on such;

IT IS, THEREFORE, AGREED as follows:

1. SCOPE OF SERVICES. The Consultant will furnish all labor and materials, equipment, supervision, and transportation necessary to perform services as specified in the Proposal Documents and Notice of Award for Proposal # CO25P004LR Consulting Services for Rate, Financial and Management Services. The Consultant shall perform all work as described in the Contract Documents and all incidental work considered necessary to complete the Work entirely in a manner acceptable to the City.

Any discrepancies found or any errors or omission in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the discrepancies and correct any such error or omission in writing, or otherwise provide direction to the Consultant. Any work done by the Consultant after their discovery of such discrepancies, errors or omissions shall be done at the Consultant's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by the City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Consultant, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the Consultant to consideration in the matter of any claim for extra compensation, but the said work must be done the same as if called for by the Contract Documents. All work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the same. The Consultant will not be allowed to take advantage of any errors or omissions in the Specifications. The City will provide full information when errors or omission are discovered.

2. TERM OF CONTRACT. The term of this Contract shall be for five (5) years from the effective date hereof, renewable for up to five (5) additional one-year renewal options upon mutual written consent of both parties prior to expiration of term.

3. CONTRACT DOCUMENTS. The Contract Documents (also called CONTRACT DOCUMENTS) consist of this Contract, the Proposal Document Package for Request for Proposal #CO25P004LR Consultant Services for Rate, Financial and Management Services, including Addenda if any, attached hereto as Exhibit 1, Consultant's Proposal dated December 31, 2024, with all related Documents, attached hereto as Exhibit 2, and written modifications issued after execution of this Contract, if any.

- a) **Intent.** The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. These documents establish minimum standards of quality for this Work. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Service Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Service Work in spite of omission of specific reference to

any minor component part and to include all items necessary for the proper execution and completion of the Work by the Consultant. Performance by the Consultant shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Reference to Work shall mean Service Work and shall bear the same meaning.

- b) **Entire and Sole Agreement.** Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, representations, warranties, statements, promises, and understandings not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.
- c) **Amendments.** The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

4. ENGAGEMENT OF CONSULTANT. The City hereby engages the Consultant and the Consultant hereby agrees to provide rate, financial, and management services for the utility and other divisions and municipal activities of the City as needed as set forth in the Contract Documents.

5. PROJECT MANAGEMENT.

A. **Project Managers.** The individuals listed below shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as the City's Project Manager and the Consultant's Project Manager:

CITY

Kevin Cook, Project Manager

City of Titusville – Public Works Dept.

2910 Garden Street

Titusville, Florida 32796

Phone # (321) 567-3826

E-mail: kevin.cook@titusville.com

CONSULTANT

Peter Napoli, Senior Manager

Stantec Consulting Services, Inc.

777 A. Harbour Island Blvd., Suite 600

Tampa, FL 33602-5729

Phone # 904-671-0117

Email: Peter.Napoli@stantec.com

- B. City Project Manager.** The City's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate policies and decisions regarding all matters pertinent to performance of the Work.
- C. Change in Project Manager.** Either party to this Contract may change its Project Manager by providing not less than ten (10) working days prior written notice of the change to the other party. The City reserves the right to reasonably request Consultant to replace its Project Manager if said Manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.
- D. Supervision.** Consultant shall provide efficient supervision of the Work, using reasonable skill and attention. If the City produces documented evidence and informs the Consultant that any person on the job is working contrary to the Contract or the instructions of the City, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Contract.
- E. Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail or e-mail to the respective party's Project Manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other party within five (5) business days.

6. COMPENSATION. The City will pay the Consultant for all services rendered in accordance with the Consultant's proposed rate schedule included in Exhibit 2, attached and incorporated herein. The Contract authorized amount for all required services and deliverables is \$465,665.00 for the five-year term. Payment shall be made for all Work completed by the Consultant which has been accepted by the City and has been properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City. At the completion of each work project, the Consultant shall submit an invoice with the supporting documentation of all work completed and accepted by the City for each project to the City Project Manager for review and payment processing. The City will pay for Work completed in accordance with the Florida Prompt Payment Act (Section 218.70 of the Florida Statutes) upon the receipt of a proper invoice and the City Project Manager approval.

All invoices shall be approved by the City as a condition precedent to payment. Payment requests that do not correspond to the appropriate Work Deliverable or other

requirements of this paragraph will be returned to the Consultant without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice.

7. PAYMENTS WITHHELD. The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Consultant to make payments when due to subconsultants or suppliers for materials or labor; (3) the City's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; or (5) any other material breach of this Contract. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

If the City elects to withhold payments, the parties will meet to resolve the dispute within ten (10) business days. The Consultant will continue to perform during this timeframe. However, if the dispute cannot be resolved, then the parties are free to take whatever action they deem appropriate, including suspension or termination of the Consultant's services.

8. FINAL PAYMENT. Upon the satisfactory completion of the Work, the City will provide a written statement to Consultant accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the City, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Contract.

9. WARRANTY. The Consultant warrants that the services and work provided shall conform to professional standards of care and practice in effect at the time the work is performed.

10. CLAIMS. Claims arising from changes or revisions made by the Consultant at the City's request shall be presented to the City before work starts on the changes or revisions. If the Consultant deems that extra compensation is due for work not covered herein, or in a Supplemental Contract, the Consultant shall notify the City in writing of its intention to make

claim for extra compensation before work begins on which the claim is based. If such notification is not given and the City is not afforded by the Consultant a method acceptable to the City for keeping strict account of actual cost, then the Consultant hereby waives its request for such extra compensation. The City is not obligated to pay the Consultant if the City is not notified as described above. The Consultant may refuse to perform the additional work requested by the City until the parties execute an appropriate agreement. Such notice by the Consultant and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim

11. **OWNERSHIP.** Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to Work shall be vested in the City. Any source documents or any other documents or materials developed, secured or used in the performance of this Contract shall be considered property of the entity from which such documents or materials originated.

12. **CONSULTANT COMPUTER CODES.** If any existing computer codes required for the development of a model selected by Consultant and necessary for use in completing the Work are deemed proprietary by Consultant, then Consultant grants to the City and its assignees, a non-exclusive license to use the proprietary computer model codes for the sole purpose of utilization and/or further development of the Work, and agrees to indemnify and hold the City harmless from all costs, damages, and expenses, including reasonable attorney's fees, arising from any claim, right, or suit over the proprietary interests in the computer codes developed for the Work, including the costs, damages, and expenses, including reasonable attorneys' fees, incurred by the City in the event of claims brought pursuant to Chapter 119, Fla. Statutes. Documentation of Consultant's proprietary rights shall be provided to the City upon request. When submitted to the City, the Consultant's computer codes may become public records subject to the provisions of Chapter 119, Fla. Statutes.

13. **OTHER COMPUTER CODES.** Consultant shall not be entitled to claim any proprietary right to computer codes that are developed by Consultant in fulfilling the requirements of the Work, which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the City. The City may copyright or patent such computer codes in their own name to the full extent authorized by law.

14. ROYALTIES AND PATENTS. Unless expressly provided otherwise herein, Consultant shall pay all royalties and patent and license fees necessary for performance of the Work and save and hold the City harmless from loss on account thereof, provided, however, that the City shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the City. If Consultant at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the City. Consultant hereby certifies to the City that the Work to be performed pursuant to this Contract does not and will not infringe on any patent rights.

15. NON-EXCLUSIVE ARRANGEMENT. Nothing contained herein shall be construed to prevent either party from independently operating or participating in any other agreement concerning any services independent and unrelated to the services and obligations of the parties pursuant to this Contract.

16. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"). Consultant shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Consultant shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Consultant claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Consultant claiming Force Majeure. Consultant shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

17. TERMINATION

- a. **FOR CAUSE**: The Contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Consultant's:
- (a) Failing to carry forward and complete Work in accordance with the requirements hereof; or
 - (b) Failing to comply with applicable laws, regulations, permits, or ordinances'; or
 - (c) Failing to commence or continuously pursue correction of defective Work; or
 - (d) Making a general assignment for the benefit of its creditors; or
 - (e) Having a receiver appointed because of insolvency; or
 - (f) Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
 - (g) Failing to make prompt payments, when properly due, to subconsultants, vendors, or others for materials or labor used in the work; or
 - (h) Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Consultant with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of termination. Such notice shall state the nature of the deficiency and, at the City's sole judgement and discretion, may afford Consultant an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient -- and the Consultant and their Sureties shall be liable to the City/Owner for any excess cost incurred by the City. In such case, Consultant shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Consultant. If the expense exceeds the unpaid balance, Consultant shall pay the difference to the City in addition to applicable liquidated damages. The expense incurred by the City and the damage incurred through Consultant's default will be certified by the City.

- b. **FOR CONVENIENCE**. Notwithstanding any other provision of this Contract, the City may terminate this Contract for convenience or "at-will", in whole or in part, at any time without necessarily having a particular reason as determined to be in its best interest, upon ten (10) days written notice to the Consultant.

Upon receiving notice of termination, the Consultant shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services or facilities except as-needed to continue any portion of the Work that was not terminated. The Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Consultant shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the Consultant. Any such materials shall become the property of the City. Consultant waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subconsultants and vendors.

c. **BANKRUPTCY.** If the Consultant shall be adjudged bankrupt, insolvent, or financial condition defined under Title 11 of the United States Code effective at any time during contract term specified therein; or if he should make a general assignment for the benefit of their creditors; or if a receiver should be appointed for the Consultant or any of their property; or if he should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Project Manager; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, then the City/Owner may -- by at least five (5) days prior written notice to the Consultant -- without prejudice to any other rights or remedies of the City under the contract, terminate the Consultant's right to proceed with the work. In such case, the City may take possession of and utilize in completing the work, such necessary materials, appliances, and plant as may be on the site of the project. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Contract Documents.

18. CONSULTANT'S DUTY. Consultant shall supervise and direct the Work, using Consultant's reasonable skill and attention. Consultant shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all

portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Unless otherwise provided in the Contract Documents, Consultant shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Consultant shall pay all sales, use and other similar taxes.

Consultant shall hold and maintain at all times during the term of this Contract all required federal, state and local licenses necessary to perform the Work required under the Contract Documents.

Consultant shall make no representations, warranties, or commitments binding the City without the City's written consent.

19. PERSONNEL. The Consultant represents that it will secure at its own expense all personnel and sub-consultants required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Consultant or subconsultant and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, experience and certification required to perform properly the work assigned to them. Any worker, including supervisors, employed by the Consultant or subconsultants who, in the opinion of the City does not perform work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately from the City account and shall not be assigned again to any portion of the Work without the approval of the City.

The Consultant shall at all times be responsible for the conduct and discipline of their employees and/or any subconsultant or persons employed by subconsultants. Upon request, the Consultant shall provide a current listing of names and license numbers of all personnel

executing work related to this contract. This listing shall be updated by the Consultant within three days of a personnel change.

20. SUBCONTRACTS AND ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City. Any sub-contracts or other work which is performed by persons or firms other than the Consultant under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or Consultants required by the Consultant in connection with services covered by this Contract must be specifically approved by the City.

21. INDEPENDENT CONTRACTOR: Consultant is an independent Contractor. Neither Consultant nor Consultant's employees are employees of the City. Consultant shall have the right to control and direct the means and methods by which the Work is accomplished. Consultant may perform services for others, which solely utilize Consultant's facilities and do not violate any confidentiality requirements of this Contract. Consultant is solely responsible for compliance with all labor and tax laws pertaining to Consultant, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Consultant's duties with respect to Consultant, its officers, agents, and employees, shall include, but not limited to:

- a) Providing Worker's Compensation coverage for employees as required by law; and
- b) Hiring of any employees, assistants, or subconsultants necessary for performance of the Work; and
- c) Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and
- d) Payment of all federal, state, and local taxes income, or employment taxes, if c is not a corporation, self-employment, Social Security taxes; and
- e) Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements of said Act; and
- f) Providing employee training for all functions necessary for performance of the Work; and
- g) Providing equipment and materials necessary to the performance of the Work; and
- h) Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Consultant's duties hereunder or alter Consultant's status as an independent Consultant.

22. INTERESTS OF CITY OFFICIALS. No officers, members or employees of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

23. INDEMNIFICATION & INSURANCE:

a. **INDEMNIFICATION** - The Consultant shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Consultant's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Consultant or that of a subconsultant, or anyone employed by them, or for whose acts Consultant or a subconsultant may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Consultant fail to maintain adequate protection for the City a portion of the money due the Consultant under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Consultant's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Consultant will not be withheld under this provision when the Consultant produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Consultant guarantees the payments of all just claims for materials, supplies, tools,

labor, and other just claims against him or any subconsultant in connection with this Contract. The Consultant's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final waivers of liens for all subconsultants shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

b. **INSURANCE** - The Consultant shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Consultant against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Consultant shall not allow any subconsultant to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Consultant or subconsultant release the Consultant or subconsultant of full responsibility for liability, damages, or accidents.

The Consultant and each subconsultant shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

- a) **Commercial General Liability Insurance** coverage on an occurrence basis in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
- b) **Auto Liability Insurance**, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of \$1,000,000, including hired and non-owned liability and \$25,000 medical payment.
- c) **Workers' Compensation and Employers Liability Insurance** Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Consultant shall require any subconsultant(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only

accepted for independent Consultants and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Consultant and all subconsultants shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Consultant shall be responsible for compliance with these requirements by each subconsultant, Consultant or supplier when applicable. All workers' compensation policies must include coverage for employer liability of \$500,000 for each accident and each disease.

- d) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Consultant shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of \$2,000,000 per claim.
- e) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Consultant is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Consultants industry.

The Consultant shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is

acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Consultant under the terms of the contract. Subconsultant's insurance shall be the responsibility of the Consultant.

24. WAIVER. The waiver by the City of any of the Consultant's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the Consultant under this Contract.

25. CERTIFICATION OF RESTRICTIONS ON LOBBYING. The Consultant agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Consultant to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Consultant to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

26. PUBLIC ENTITY CRIME. Upon execution of this Contract, Stantec Consulting Services shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with provisions of Section 287.133 (1), Florida Statutes, stating whether a person or affiliate as defined has been convicted of a public entity crime subsequent to July 1, 1989.

27. EQUAL OPPORTUNITY EMPLOYER. The City is an Equal Opportunity Employer (EOE) and as such encourages all Consultants to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Consultant may enter into shall make reference to this clause with the same degree of

application being encountered. When applicable the Consultant shall comply with all State or Federal EOE regulations.

28. DRUG-FREE WORKPLACE. Upon execution of this Contract, Stantec Consulting Services shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 287.087.

29. HUMAN TRAFFICKING AFFIDAVIT. Upon execution of this Contract, Stantec Consulting Services shall submit a sworn statement on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 287.087.

30. E-VERIFY. As a condition precedent to entering into an Contract as a result of the Proposal, and in compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a) Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this Contract.
- b) The City, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the Contract with the person or entity.
- c) The City, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the Contract with the subconsultant.
- d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Contract by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- e) Subcontracts:

Consultant or subconsultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this section.

31. PROHIBITED TELECOMMUNICATIONS EQUIPMENT. Consultant represents and certifies that it and its applicable subconsultants do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Consultant represents and certifies that Consultant and its applicable subconsultants must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Consultant is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subconsultant at any tier or by any other source, Consultant must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

32. SCRUTINIZED COMPANIES. In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Consultant and Subconsultant(s) shall complete the Affidavit form provided in the proposal booklet and hereby incorporated as part of the Contract Documents. Consultant and subconsultant shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Consultant or subconsultant further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Consultant or Subconsultant is found to have submitted a false certification or if the Consultant or subconsultant is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Consultant or subconsultant acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City

if the Consultant or subconsultant and any actively contracted company for the Consultant or subconsultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

33. ANTI-DISCRIMINATION. Consultant for itself, its personal representatives, successors in interests, assigns, subconsultants, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

- a) No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

34. DISCRIMINATORY VENDOR LIST. Consultant hereby acknowledges its continuous duty to disclose to the City if the Consultant or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity."

35. GRATUITIES AND KICKBACKS.

a. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or

an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

b. **KICKBACKS**

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Consultant under a Contract to Consultant or higher tier sub-Consultant any person associated therewith, as an inducement of the award of a subcontract or order.

c. **CONTRACT CLAUSE**

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

36. FOREIGN GIFTS AND CONTRACTS. The Consultant must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission".

37. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, or subconsultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Consultant certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this

Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

38. ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM.

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a Consultant based on social, political or ideological interests such as those listed directly below. Consultants are also prohibited from giving preference to subconsultants based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

- a) The Consultant's political opinions, speech, or affiliations.
- b) The Consultant's religious beliefs, religious exercise, or religious affiliations.
- c) The Consultant's lawful ownership of a firearm.
- d) The Consultant's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
- e) The Consultant's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
- f) The Consultant's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
- g) The Consultant's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
- h) The Consultant's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Consultant is in compliance with applicable state or federal law:
 1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
 2. Social governance standards, benchmarks, or
 3. requirements, including, but not limited to, environmental or social justice;

4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

39. NON-APPROPRIATIONS. This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract and is subject to termination without penalty if funding is not appropriated. City shall provide notice to Consultant in the event the City fails to appropriate funds, and in such event Consultant's obligations under the Contract shall immediately cease, except for completion of any services paid in advance if any.

40. SEVERABILITY. If any clause or provision of this Contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

41. COMPLIANCE WITH LAW. The Consultant expressly agrees to comply with all applicable laws and regulations relating to providing services under this Contract. The failure of the Consultant to adhere to any law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

42. GOVERNING LAW. This Contract shall be governed by the laws of the State of Florida and venue for any action pursuant to the Contract Documents shall be in Brevard County, Florida. The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

43. VENUE. In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

44. WAIVER OF TRIAL BY JURY. The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

45. ATTORNEY'S FEES. In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

46. CONFLICT OF INTEREST. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that no person having any such interest shall be employed by him/her during the performance of this Contract. The Consultant shall not undertake any professional work which conflicts with his duties as the City's Consultant without the prior written consent of the City during the term of this Contract. Any work where the Consultant can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Contract.

47. CONFLICTING PROVISIONS. Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

48. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

49. TRUTH-IN-NEGOTIATIONS. This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of \$150,000 (see section 287.055(5)(a), Fla. Stat.). Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

50. CONSTRUING PROVISIONS. This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the general terms of this Contract, the provisions of the latter shall prevail

51. SEPARATE COUNTERPARTS & EXECUTION. This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

52. RETENTION AND REVIEW OF RECORDS: The Consultant and its subconsultants or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

The Consultant and its subconsultants or suppliers shall make available all books, documents, papers, and records of the Consultant or its subconsultant or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Consultant and its subconsultants will permit such representatives to interview employees on the job during working hours.

53. AUDIT RIGHTS: The city reserves the right to audit the records of the Consultant for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the city. If required by the city, the Consultant agrees to submit to an audit by an independent certified public accountant selected by the city. The Consultant must allow the city to inspect, examine and review the records of the Consultant in relation to this contract at any and all times during normal business hours during the term of the contract.

54. PUBLIC RECORDS. Records of the Consultant that are made or received in the course of performance of the Consultant's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Fla. Stat. and accordingly Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event the Consultant receives a request for any such records, the Consultant shall notify the City and comply with Chapter 119, Fla. Stat. The Consultant shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Consultant hereby agrees to comply with the following:

- a) As provided in Section 119.0701, Florida Statutes, the Consultant is required to, and by executing this Contract the Consultant agrees to:
 - 1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - 2) Upon request from the City's custodian of public records, provide the City 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 in Chapter 119.07, Florida Statutes or as otherwise provided by law.
 - 3) Ensure that public 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 contract term and following the completion of the contract if the Consultant does not transfer the records to the City.
 - 4) (Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records upon

completion of the contract, 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 completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- b) The term "public record" as used in this provision includes 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 by the City.

IF CONSULTANT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

***** THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK *****

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONSULTANT:

Stantec Consulting Services, Inc.
777 S. Harbour Island Blvd., Suite 600
Tampa, FL 33602-5729

By [Signature]

Title: Senior Manager

Date 7/18/2025

OWNER:

City of Titusville
555 S. Washington Ave
Titusville, FL 32796

By [Signature]

Andrew Connors, Mayor

Date 3/20/25

ATTEST

[Signature]
Assistant City Clerk

~~Wanda F. Wells, City Clerk~~

Date 3/20/2025

APPROVED AS TO FORM:

[Signature]

Richard C. Broome, City Attorney

Date 3-19-2025

APPROVED AS TO CONTENT:

[Signature]

William S. Laresa, City Manager

Date 20 Mar 25



Staff Review & Preparation:

[Signature] Date 3-18-2025

Leslie A. Rothering, Purchasing & Contracting Administrator

[Signature] Date 3-21-25

Kevin Cook, Public Works Director





January 6, 2026

Mr. Rafael Sanmiguel
Director of Management & Budget
City of Miramar
2300 Civic Center Place
Miramar FL 33025

Re: FY 2027 General Fund Financial Sustainability Analysis Update – Proposed Agreement

Dear Mr. Sanmiguel

As requested, Stantec has prepared this proposed agreement for the above referenced analysis to conduct a General Fund Financial Sustainability Analysis Update Study (Study). The following sections present our proposed approach to the Study and our estimated fees for conducting the Study.

Stantec is offering the City of Miramar (City) the terms and hourly rates based on the Titusville Agreement CN25POO4LR Consulting Services Contract for Rate, Financial and Management Services executed on March 20th, 2025.

Scope of Services

The scope of this analysis will be to update the ten-year financial sustainability model for the City's General Fund (the Fund). The model will be used to determine the current and projected financial condition of the Fund over a ten-year forecast period. Moreover, this process will provide support in the development of the FY 2027 budget and could provide support in the development of a multi-year budget if the City so desires. Finally, the modeling process will allow City staff and the City Commission to measure the effects of various combinations of cost reductions and/or revenue enhancement options that could be considered to maintain financial sustainability over the forecast period and to develop a financial plan that will be sustainable over the ten-year projection period.

As we have done for the City in past years, Stantec will work with you using our dynamic, interactive modeling process to determine the outcomes that would be required for long-term financial sustainability. The final objective will be to present a sustainable vision of the current and future financial condition of the General Fund.

Approach

Stantec proposes a comprehensive update our General Fund FAMS model customized to precisely replicate the financial dynamics of the City of Miramar's General Fund (Fund). The process will include several meetings with City staff to ensure that we have understood and accurately reflected the City's flow of funds, reserve policies, budget categories, cost escalation rates, growth assumptions, and other aspects in the model. During these work sessions we will work with City staff in determining viable scenarios of reduced costs and/or increased revenue in order to provide for a financially sustainable future for the City at its desired levels of service.



Stantec will then present the results/alternative scenarios to the City Commission in a workshop after which we will make any adjustments based upon input from the City Commission. As necessary in FY 2025, we will present the adjusted results to the City Commission in a second workshop or regular Commission meeting. Lastly, we will document the results of the Study in a Technical Memo.

Cost Proposal

Stantec has developed a detailed Work Plan and Cost Estimate Schedule (Schedule) that presents a detailed description of the tasks and sub-task of the process, the estimated labor-hours and the estimated fees to accomplish the analysis. A Fee Summary by Work Element is presented below:

City of Miramar, Florida
 FY 2027 General Fund Financial Sustainability Analysis Update
Fee Proposal



Summary by Work Element			Estimated Travel Expenses *	Fee Inclusive of Expenses
WORK ELEMENT I	Initiate the Project, Gather Data, and Update the Stantec Proprietary FAMS General Fund Model	(This fee is comparable to Task 1 and Task 2 for the Water/Wastewater scope in the Titusville proposal)	\$ -	\$ 18,575
WORK ELEMENT II	Present Results to City Management and Commission. Document the Results in a Technical Memo.	(This fee is comparable to Task 4 and Task 5 for the Water/Wastewater scope in the Titusville proposal)	\$ 1,600	\$ 20,135
TOTAL CONSULTING FEE FOR ALL WORK ELEMENTS			\$ 1,600	\$ 38,710

* Work Element I does not include travel expenses because the interactive work sessions (staff meetings) will be conducted virtually

It is our practice to invoice monthly based upon the percentage of each task of each work element completed. To the extent that additional presentations, meetings, analysis, or any other services are requested by the City that are beyond the scope identified in the above referenced Schedule, they will be completed based upon the necessary time and the hourly rates identified within the Schedule.

Schedule

This proposal is to begin the project immediately upon receipt of a notice-to-proceed with FY 2026 being the base year and FY 2027 being the first year of the projection period. We will initially adapt the model to your specific flow of funds and policies and then we will initialize the model with FY 2026 budget data and all subsequent years will be projected from FY 2026. As the City completes the budget cycle in the spring and summer of 2026, we will replace the FY 2026 budget data with an Amended Budget for FY 2026, we will replace the FY 2027 projections with the FY 2027 Proposed budget and adjust all future-year projections to escalate from the FY 2027 Proposed budget.

The completion of the project will coincide with the completion of the FY 2027 budget preparation and approval process during the spring and summer of calendar year 2026.

Meetings

Each meeting is described at the end of this proposal. A summary of the calls and meetings is presented below:

1. Task 1.b – Kick-off conference call with City staff – Conduct a project initiation conference call to review project objectives, schedule, key issues, approach, available data, and key assumptions.



2. Task 2.c – Virtual work session with City staff - Conduct an interactive review session with City staff to review the preliminary results for the fund.
3. Task 2.e – Virtual work session with City staff - Conduct a follow up to the initial interactive to finalize the financial management plan with City staff.
4. Task 3.b – Virtual work session with City Staff and Management - Conduct a meeting with City Staff and Management to review the preliminary results of the analysis.
5. Task 3.d – Virtual work session with City Staff – Conduct a meeting to review initial draft Commission presentation with staff and adjust accordingly.
6. Task 3.e – In-person presentation with City Commission - Attend the budget workshop meeting with the City Commission to present the preliminary results of the analysis.
7. Task 3.g – In-person City Commission Workshop or Regular Meeting Presentation - Present the results of the adjusted analysis to the City Commission as required during the budget review and approval process.

Conclusion

Stantec is delighted to have the opportunity to present this proposal to you. If the terms of this proposal are acceptable, please affix the appropriate signature on the following page and return a copy (facsimile will be acceptable) to us for our files. If you have any questions or would like to discuss this proposal, please do not hesitate to call me at (904) 617-0117. Again, it has been a pleasure to be of service to the City, and we look forward to the opportunity to work together again in providing you and the City with the extraordinary vision that this process provides.

Sincerely,



Peter Napoli
Senior Manager
Peter.Napoli@stantec.com
Stantec Consulting Services Inc.
777 S Harbour Island Boulevard Suite 600
Tampa FL 33602-5729

Enclosures



If the terms of this proposal are acceptable, please affix the appropriate signature below and return a copy (facsimile will be acceptable) to us for our files:

Accepted by the City of Miramar, FL:

Accepted by Stantec Consulting Services Inc.

Napoli, Peter

Digitally signed by Napoli,
Peter
Date: 2026.01.06 11:32:03
-05'00'

_____	_____
<i>Signature</i>	<i>Signature</i>
_____	_____
<i>Name</i>	Peter Napoli <i>Name</i>
_____	_____
<i>Title</i>	Senior Manager <i>Title</i>
_____	_____
<i>Date</i>	1/6/2026 <i>Date</i>





City of Miramar, Florida
FY 2027 General Fund Financial Sustainability Analysis Update
Project Work Plan and Fee Estimate

DocuSign Envelope ID: 6E0A0E38-848D-4097-B123-3883E29CC9BB

Project Tasks	Estimated Labor-Hours					Total Project
	Project Principal	Quality Control Reviewer	Project Manager	Consultant/Analyst	Admin	
Rate	\$350	\$275	\$350	\$120	\$100	
Work Element 1 - Initiate the Project, Gather Data, and Update the Stantec FAMS General Fund Model						
Task 1 Initiate the Project, Obtain and Review Relevant Data						
a. Prepare initial data request list and detailed critical path schedule, perform job set up activities, and establish project monitoring and control responsibilities	0	1	2	2	2	7
b. Conduct kick-off conference call with City staff to confirm study objectives, identify fiscal objectives, establish communication protocols, discuss approach, establish schedule, provide data request, and discuss forecasting methods and modeling	0	0	1	1	0	2
c. Gather and review items from initial data request list.	0	1	1	4	0	6
Task 2 Update the Multi-Year Financial Management Plan						
a. Input data in to FAMS Model, adjust model as required and produce preliminary financial management plan	0	0	10	20	0	30
b. Conduct Internal Review with Project Team to review preliminary results	2	3	3	3	0	11
c. Conduct virtual Interactive Work Session with City Staff to review preliminary model results	0	0	6	6	0	12
d. Make adjustments based upon interactive work session	0	1	2	6	0	9
e. Conduct virtual work session to finalize financial management plan with City Staff	0	0	2	2	0	4
f. Make adjustments based upon virtual work session	0	1	4	6	0	11
SUBTOTAL ESTIMATED LABOR-HOURS FOR WORK ELEMENT 1	2	7	31	50	2	92
SUBTOTAL ESTIMATED CONSULTING FEE FOR WORK ELEMENT 1	\$ 700	\$ 1,925	\$ 7,750	\$ 8,000	\$ 200	\$ 18,575
ESTIMATED EXPENSES FOR WORK ELEMENT 1						\$ -
TOTAL ESTIMATED CONSULTING FEE FOR WORK ELEMENT 1						\$ 18,575





City of Miramar, Florida
FY 2027 General Fund Financial Sustainability Analysis Update
Project Work Plan and Fee Estimate

Project Tasks	Estimated Labor-Hours					Total Project
	Project Principal	Quality Control Reviewer	Project Manager	Consultant Analyst	Admin	
Prices	\$350	\$275	\$750	\$100	\$100	
Work Element 2 - Present Results to City Management and Commission. Document the Results in a Technical Memo.						
Task 3 Review Results with City Management and City Commission						
a. Deliver Assumptions & Results Workbook for City Staff review	1	2	2	8	0	13
b. Meet with City Management and Staff to review preliminary results	0	0	4	4	0	8
c. Make adjustments based upon City Management work session	0	1	4	6	0	11
d. Prepare presentation for City Commission workshop, review with City staff via conference call and adjust accordingly	2	1	4	6	0	13
e. Present the results of the analysis to City Commission in a work session	0	0	4	4	0	8
f. Make adjustments based upon City Commission work session	0	0	1	6	0	7
g. Present the results of the analysis to City Commission during the budget review and approval process	0	0	5	0	0	5
Task 4 Document the Results in a Technical Memo						
a. Prepare Technical Memo, deliver to City Staff for review	1	2	4	8	0	15
b. Make Adjustments and deliver Final Technical Memo	1	1	2	4	0	8
SUBTOTAL ESTIMATED LABOR-HOURS FOR WORK ELEMENT 2	5	7	30	46	0	88
SUBTOTAL ESTIMATED CONSULTING FEE FOR WORK ELEMENT 2	\$ 1,750	\$ 1,925	\$ 7,500	\$ 7,360	\$ -	\$ 18,535
ESTIMATED EXPENSES FOR WORK ELEMENT 2						\$ 1,600
TOTAL ESTIMATED CONSULTING FEE FOR WORK ELEMENT 2						\$ 20,135
SUBTOTAL ESTIMATED LABOR-HOURS	7	14	61	96	2	179
SUBTOTAL ESTIMATED CONSULTING FEE	\$ 2,450	\$ 3,650	\$ 15,250	\$ 15,360	\$ 200	\$ 37,110
ESTIMATED EXPENSES						\$ 1,600
TOTAL CONSULTING FEE FOR ALL WORK ELEMENTS						\$ 38,710





CERTIFICATE OF LIABILITY INSURANCE

10/1/2026	DATE (MM/DD/YYYY) 9/4/2025
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W 47th St., Ste 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427	INSURER A: Berkshire Hathaway Specialty Insurance Company		22276
	INSURER B: AIG Specialty Insurance Company		26883
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 22323891 **REVISION NUMBER:** XXXXXXXX

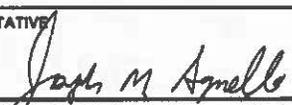
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810-07 NO RETROACTIVE DATE	10/1/2025	10/1/2026	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO 8085428	10/1/2025	10/1/2027	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 22480XXXX FIRE ASSESSMENT RATE STUDY. CONTRACT #25-3110-03R#.

CERTIFICATE HOLDER

CANCELLATION

22323891 CITY OF MIRAMAR 2300 CIVIC CENTER PLACE MIRAMAR, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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