#### AGREEMENT FOR **VULNERABILITY ASSESSMENT FOR THE CITY OF FORT LAUDERDALE**

THIS AGREEMENT for Vulnerability Assessment for the City of Fort Lauderdale ("Agreement"), made this <u>J</u> day of <u>Curgust</u> 2023, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Arcadis U.S., Inc., a Delaware corporation authorized to transact business in the state of Florida ("Contractor"), whose principal address is 630 Plaza Drive, Suite 200, Highlands Ranch, Colorado 80129; Email: Leah.Richter@arcadis.com; Phone: 954-791-3460, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide to the City a Vulnerability Assessment (the "Work"), and the City and the Contractor covenant and agree as follows:

#### WITNESSETH:

#### I. **DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1)Solicitation Event No. 69-2 - Vulnerability Assessment for the City of Fort Lauderdale, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2)The Contractor's response to the RFP, dated April 20, 2023, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- First, this Agreement dated 8/21/23, 2023 and any attachments. Α.
- Second, Exhibit A. Β.
- С. Third, Exhibit B.

#### II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

## III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on June 20, 2023, and shall be end on June 19, 2026. The City reserves the right to extend this Agreement for one (1) additional one (1) year term, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

## IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

## V. METHOD OF BILLING AND PAYMENT

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by

the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## VI. GENERAL CONDITIONS

## A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

## B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

## C. <u>Termination for Cause</u>

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

#### D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

### E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

### F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2022). Any person or entity performing work for or on behalf of the City must provide Workers'

Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

#### G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

### H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

### I. <u>Rights in Documents and Work</u>

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

## J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2022), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or nondisclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

## K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

### L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

### M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

## N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards.

In the event the Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractors' use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

## O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and

conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

### P. <u>Schedule and Delays</u>

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

## Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

## R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

### S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found

by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

## T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

### U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT **ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY** THE OTHER PARTY OF VIOLATION OF THIS SECTION. THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN **ADJUDICATING THE MOTION.** 

## V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

## W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

## X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

## Y. <u>Representation of Authority</u>

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

### Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely



reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

## AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

## BB. <u>Public Records</u>

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: <u>PRRCONTRACT@FORTLAUDERDALE.GOV</u>.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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, Florida Statutes (2022), as may be amended or revised, 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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.

### CC. <u>Non-Discrimination</u>

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

### DD. <u>E-Verify</u>

As a condition precedent to the effectiveness of this Agreement, pursuant to

Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

### [REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

## CITY

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY OF FORT LAUDERDALE, a Florida ATTEST: municipality By: David R. Solomon, Greg Chavarna E City Manager a 2 Maria Date: COUN Approved as to form: D'Wayne M. Spence, Interim City Attorney By: Rhonda Montoya Masan Assistant City Attorney

#### CONTRACTOR

WITNESSES:

1010 Print Name

Signature

KUSHALA Print Name

ARCADIS U.S., INC., a Delaware corporation authorized to transact business in the State of Florida each K. in By: Leah K. Richter, Vice President



Florida STATE OF COUNTY OF

The foregoing instrument was acknowledged before me by means of  $\square$  physical presence or  $\square$  online notarization, this 22 day of  $\_$  June , 2023, by Leah K. Richter as Vice President for Arcadis U.S., Inc., a Delaware corporation authorized to transact business in the State of Florida.



(Signature of Notary Public - State of Florida)

anora abbaal

Print, Type or Stamp Commissioned Name of Notary Public)

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





## Event # 69-2

Name: Vulnerability Assessment for the City of Fort Lauderdale

**Description:** The City of Fort Lauderdale seeks an experienced consulting firm to develop a Vulnerability Assessment for the City of Fort Lauderdale to meet the State criteria in FS 380.093, to generate elevation certificates of prioritized critical government facilities, to assess roadway vulnerability, and to prepare an adaptation plan which compiles a list of City adaptation projects to address flooding risks in the future.

 Buyer: Platkin, Laurie
 Status: Pending Award

 Event Type: RFP
 Currency: USD

 Sealed Bid: Yes
 Respond To All Lines: Yes

Q & A Allowed: Yes

Display Bid Tabulation: Display When Event Awarded And Closed

## **Event Dates**

Preview:	<b>Q &amp; A Open:</b> 03/29/2023 12:01:00 AM
<b>Open:</b> 03/28/2023 05:00:00 PM	Q & A Close: 04/13/2023 02:00:00 PM
Close: 04/24/2023 02:00:00 PM	Dispute Close:

Number Of Amendments: 2

Questions					
Questions					
<b>Questions</b>					
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Question	Response Type	Attachment
Did you fill out, sign and attach all required City forms?	Yes No	Required City Forms.pdf
Did you sign Addendum 1?	Yes No	Addendum 1.pdf

## Attachments

Name	Attachment
Vulnerability Assessment for the City of Fort Lauderdale	Event 69 - Vulnerability Assessment_V2.pdf

			Commodity C	odes :			
Commodity Cod	e		Descri	ption			
918-43			Enviro	nmental Con	sulting		
926-42	26-42 Environmental Services (Not Otherwise Classified)					wise Classified)	
			Line Deta	ils			
-	*Note: Th	ne project budget incl	ment for the City as defir udes an allocation of \$25, rtificates that can be com	000 for eleva	tion certificates	. The Consultant'	s proposal
			rtificates that can be com	pleted within	that Budget.		
Item:	VULNERA	ABILITY ASSESSMENT	Vulnerability Assessme	ent for City of	Fort Lauderdale	2	
Long Item Description:	Vulnerab	ility Assessment for C	City of Fort Lauderdale				
Commodity Code:		Environmental Serv	vices (Not Otherwise Class	ified)			
Quantity:	1.0000	Unit Measur	of EA e:				
Require Response:	Yes		Price Breaks No Allowed:			ernate No onses:	
Add On	No						

## Line 2: Additional Elevation Certificates (Cost per Certificate)

**Description:** The requested per unit cost is for elevation certificates beyond the budgeted amount, and the City will retain the option to request additional certificates at that rate.

Item: ADDITIONAL ELEVATION CERTIFICATE Additional Elevation Certificates (Cost per Certificate)

 Commodity 926-42
 Environmental Services (Not Otherwise Classified)

 Code:
 Unit of EA

 Quantity: 1.0000
 Unit of EA

May 10, 2023 1:22:48 PM EDT

Charges Allowed:

## Event # 69-2: Vulnerability Assessment for the City of Fort Lauderdale

Require Yes Response:

> Add On No Charges Allowed:

Price Breaks No Allowed: Allow Alternate No Responses:

# **Solicitation Event 69**

# Vulnerability Assessment for the City of Fort Lauderdale

## **Bid Designation: Public**



## **City of Fort Lauderdale**

Procurement Services Division 100 N. Andrews Avenue, Suite 619 Fort Lauderdale, Florida 33301

> CAM#24-0350 Exhibit 2 Page 22 of 210

#### SECTION I - INTRODUCTION AND INFORMATION

#### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed firm(s) to conduct a Vulnerability Assessment for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

#### **1.2 Point of Contact**

For information concerning <u>procedures for responding to this solicitation</u>, contact Procurement Specialist Laurie Platkin at (954) 828-5138 or email at <u>lplatkin@fortlauderdale.gov</u> Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the <u>City's on-line strategic sourcing platform</u>. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the <u>City's on-line strategic sourcing platform</u> shall become part of any contract that is created from this RFP.

#### **1.3** Pre-proposal Conference and Site Visit

There will not be a pre-bid/proposal conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

#### 1.4 City's On-Line Strategic Sourcing Platform

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the <u>City's on-line strategic sourcing platform</u> well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the <u>City's on-line strategic sourcing platform</u>.

CAM **#24**-0350 Exhibit 2 Page 23 of 210

#### 1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the <u>City's on-line strategic sourcing platform</u> at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

CAM **999-0**350 Exhibit 2 Page 24 of 210

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#### SECTION II - SPECIAL TERMS AND CONDITIONS

#### 2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/22) are included and made a part of this RFP.

#### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the <u>City's on-line strategic sourcing platform</u> and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

#### 2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

#### 2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

#### 2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

#### 2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

#### 2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Each invoice shall be

CAM **929-0**350 Exhibit 2 Page 25 of 210 consistent with the requirements of the grant agreement which is funding this project (Exhibit A). Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

#### 2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

#### 2.9 Payment Method – N/A

#### 2.10 Mistakes

The proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

#### 2.11 Acceptance of Proposals / Minor Irregularities

- 2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.
- **2.11.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

#### 2.12 Modification of Services

- 2.12.1 While this contract is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.
- **2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.
- 2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s)

CA**M 929-5**350 Exhibit 2 Page 26 of 210 offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.12.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

#### 2.13 Non-Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

#### 2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website: <u>https://www.fortlauderdale.gov/home/showdocument?id=1212</u>

#### 2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

#### 2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

#### 2.17 Minimum Qualifications

Proposers shall be in the business of providing consulting services including assessments of resiliency and vulnerability to flooding and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- 2.17.1 Proposer or principals shall have relevant experience in conducting vulnerability assessments related to flooding. Project manager assigned to the work must have experience in flood risk assessments at the municipal scale and have served as project manager on similar projects.
- **2.17.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a



firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

- **2.17.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- **2.17.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

#### 2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: http://www.fortlauderdale.gov/home/showdocument?id=6036.

#### 2.19 Local Business Preference

- 2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:
- **2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:
  - **a.** Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
  - **b.** List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.
- **2.19.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.
- 2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link: <u>https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COO</u> <u>R\_CH2AD\_ARTVFI\_DIV2PR\_S2-186LOBUPR</u>

#### 2.19.5 Definitions

a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

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- **b.** The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- **d.** The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

#### 2.20 Disadvantaged Business Enterprise Preference

- **2.20.1** Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:
- **2.20.2** Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:
  - a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status, and
  - b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.
- **2.20.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.
- 2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link: <u>https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883</u>

#### 2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides



supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

#### 2.21 Protest Procedure

- 2.21.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link. <u>https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award</u>
- 2.21.2 The complete protest ordinance may be found on the city's web site at the following link: <u>https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COO</u> <u>R\_CH2AD\_ARTVFI\_DIV2PR\_S2-182DIREPRAWINAW</u>

#### 2.22 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### 2.23 Subcontractors

- 2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.
- 2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of

CAM**#99-9**350 Exhibit 2 Page 30 of 210 Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

#### 2.24 Proposal Security – N/A

#### 2.25 Payment and Performance Bond – N/A

#### 2.26 Insurance Requirements

- **2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.
- **2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.
- 2.26.3 The following insurance policies and coverages are required:

#### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional



Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### 2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- **g.** The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

**h.** The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

<u>The Certificate Holder should read as follows:</u> City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue Fort Lauderdale, FL 33301

- **2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- **2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- **2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- **2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- **2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- **2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- **2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

#### 2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

CAM**#24-03**50 Exhibit 2 Page 33 of 210 The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

#### 2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

#### 2.30 Safety – N/A

#### 2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- **2.31.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- **2.31.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### 2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

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#### 2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

#### 2.34 Manufacturer/Brand/Model Specific Request – N/A

#### 2.35 Contract Period

The initial contract term shall commence upon final execution of the contract by the City and shall expire (3) three year(s) from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for an additional (1) one-year term providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

#### 2.36 Cost Adjustments

Prices quoted shall be firm for the initial contract term of (3) three year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

#### 2.37 Service Test Period – N/A

#### 2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.



- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

### 2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements.
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

#### 2.40 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

#### 2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

#### 2.42 Condition of Trade-In Equipment – N/A

#### 2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A

### 2.44 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.
# 2.45 Service Organization Controls

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

## 2.46 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

# 2.47 PCI (Payment Card Industry) Compliance - N/A

END OF SECTION

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# SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

- 3.1 **Project Title:** Vulnerability Assessment for City of Fort Lauderdale
- 3.2 Project Location: The Project is located in the City of Fort Lauderdale within Broward County, Florida.

# **3.3 Project Description:**

The City of Fort Lauderdale (City) seeks an experienced consulting firm (Consultant) to develop a Vulnerability Assessment (VA) for the City of Fort Lauderdale to meet the State criteria in FS 380.093, to generate elevation certificates of prioritized critical government facilities, to assess roadway vulnerability, and to prepare an adaptation plan which compiles a list of City adaptation projects to address flooding risks in the future. It is expected that Consultant awarded this contract will deliver a Vulnerability Assessment consistent with this scope of work, the requirements of FS 380.093, the terms of the City's grant agreement, and the State of Florida's <u>Standardized Vulnerability Assessment: Scope of Work Guidance</u>.

# 3.4 Scope of Work: Tasks and Deliverables

# 3.4.1 Task 1: Project Management and Acquire Background Data

**3.4.1.1 Description:** The Consultant shall use project management best practices to manage this project successfully, including preparing and conducting project meetings throughout the project duration, initiating, planning, executing, controlling, and closing out the project. At the start of this project, the Consultant will prepare a written implementation plan and project timeline with completion dates for each task, deliverable, and other milestones. This implementation plan and timeline will be submitted to FDEP for review and approval.

This task also requires the Consultant to research and compile the data needed to perform the Vulnerability Assessment (VA) for the City of Fort Lauderdale, based on the requirements defined in Section 380.093, Florida Statute (F.S.). Three main categories of data are required to perform a VA (from City, County or State databases), two of which will be compiled in this task: 1) topographic data and 2) flood scenario-related data. Geographic Information System (GIS) metadata should incorporate a layer for each of the four asset types as defined in s. 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-programgis-data-standards), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum, but additional projections can be used at the Consultant's or City's discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Consultant shall identify data gaps, where missing data or lowquality information may limit the VA's extent or reduce the accuracy of the results. The Consultant shall rectify any gaps of necessary data. The City will provide available relevant

data for this task, as listed below. It shall be the Consultant's responsibility to review these

materials and determine what additional data and analysis is needed to achieve the results outlined in this scope of work.

Recent available data sets include:

- Broward County Vulnerability Assessment Data:
  - Within the geodatabases is a near complete series of shapefiles for the County's critical assets and infrastructure including airports, bridges, county bus terminals, ports, major roadways, marinas, rail facilities, wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, freshwater facilities, water conveyance systems, electric facilities, hazardous and solid waste facilities, military installations, disaster debris management sites, schools, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, EOCs, fire stations, hospitals, police stations, Broward county government facilities, logistical staging areas, affordable housing, risk shelters, conservation lands, shorelines, parks, surface waters, wetlands, and historical and cultural assets.
  - Along with the vector data listed, multiple raster files have been compiled from NOAA's National Storm Surge Risk Maps. These files map potential inundation from category 1 to 5 hurricanes in Broward County. Although this data is compiled, there is a need to verify the geospatial data is up to date and accurate.
- LIDAR mapping of Roadway infrastructure inventory (pending completion 2023)
- Lidar mapping and stormwater modeling for stormwater master plan (2017)
- 3.4.1.2 Deliverables: The Consultant will provide the following deliverables for this task:1) Written project implementation plan and timeline
  - A technical report to outline the data compiled and findings of the gap analysis in MS word and PDF electronic formats;
  - 3) A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
  - 4) GIS files with appropriate metadata of the data compiled,
  - 5) All project meetings' agendas, meeting minutes, project documents (in original electronic format and PDFs), and invoices in appropriate form complying to City's consulting agreement and State's grant requirements.

# 3.4.2 Task 2: Critical Asset Inventory

**3.4.2.1 Description:** The Consultant will identify all critical and regionally significant assets meeting the definitions in Section 380.093, F.S. that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. As allowed by available Budget, the analysis will include review of roadways and historical properties, not otherwise classified as critical assets per Section 380.093, F.S.

# 3.4.2.2 Deliverables:

1) A list or spreadsheet of critical and regionally significant assets that may be impacted by flooding and sea level rise, prioritized by area or immediate

CA**M924**-**08**50 Exhibit 2 Page 39 of 210 need, which contains the critical assets attributes required by Section 380.093, F.S and identifies which flood scenario(s) impacts each asset;

- 2) GIS files and associated metadata complying to State requirements; and
- 3) A list of regionally and critically significant assets which lack elevation certificates for asset types where elevation certificates are appropriate.

# 3.4.3 Task 3: Surveying for Elevation Certificates

**3.4.3.1 Description:** The Consultant shall obtain elevation certificates for prioritized critical and regionally significant assets that do not already have certificates or that require an updated elevation certificate to be used only as match contribution. For prioritized critical and regionally significant assets identified in Task 2 that need an elevation certificate, a survey will be conducted to create an elevation certificate. All elevation certificates will be consistent with requirements from the Federal Emergency Management Agency pursuant to federal floodplain management regulation and will be completed by a Florida-registered Professional Surveyor and Mapper. The project budget includes an allocation of \$25,000 for this task and the Consultant's proposal shall include the number of certificates that can be completed within that Budget. If the required number of certificates for which elevation certificates will be collected. The Consultant will also provide a per unit cost for elevation certificates beyond the budgeted amount and the City will retain the option to request additional certificates at that rate.

## **3.4.3.2** Deliverables: The Consultant will provide the following:

- Written list of the critical and regionally significant assets where elevation certificates were completed, to include the address, asset type, and asset class information;
- 2) Documentation of transmittal of the copies of the Elevation Certificates submitted to the Florida Department of Emergency Management, as required by Section 472.0366(2), F.S. The completed elevation certificate documents must be signed and sealed by a Florida-registered Professional Surveyor and Mapper; and
- 3) All documentation to meet state and grant requirements.

## 3.4.4 Task 4: Exposure Analysis

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

## 3.4.4.2 Deliverables: The Consultant shall provide the following:

1) A written draft VA report that provides details on the modeling process, type of models used, and resulting tables and maps illustrating flood depths for each flood scenario; and

CAM##2410350 Exhibit 2 Page 40 of 210 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

# 3.4.5 Task 5: Sensitivity Analysis

**3.4.5.1 Description:** The Consultant shall perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected. As allowed by available Budget, this analysis will include sensitivity analysis of roadways, historical properties, and other assets not otherwise classified as critical assets per F.S. 380.093 and for roadways the assessment will quantify location and square feet of roadways susceptible to flooding under different scenarios.

# **3.4.5.2 Deliverables:** The Consultant shall provide the following:

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

# 3.4.6 Task 6: Final Vulnerability Assessment (VA) Report, Maps, and Tables

**3.4.6.1 Description:** The Consultant shall finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that may be impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. Geographic Information System (GIS) files and associated metadata must adhere to the <u>Resilient Florida Program's GIS Data Standards</u> (FDEP Exhibit I), and raw data sources shall be defined within the associated metadata.

# 3.4.6.2 Deliverables: The Consultant shall provide the following:

- Draft and Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S. This deliverable also include a 1-hr presentation of the Draft VA report to City staff for comments;
- A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- 4) A signed VA Compliance Checklist Certification.

# 3.4.7 Task 7: Partial Adaptation Plan

**3.4.7.1 Description:** The Consultant shall complete a partial Adaptation Plan (AP) that is consistent with the requirements of the Florida Adaptation Planning Guidebook which will include the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies for the City's most vulnerable assets. The Consultant shall begin the process by assessing existing Master Plans and the Community Investment Plan to identify planned projects that address the vulnerability of the City's critical assets. The AP shall also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation, as well as identify assets with planned projects and identified vulnerable assets without adequate resilience strategies.

**3.4.7.2 Deliverables:** The Consultant will provide a written partial Adaptation Plan for the City's most vulnerable critical assets, including addressing capacity and needs for those assets.

# 3.4.8 Compliance with State of Florida Grant Terms and Conditions

In addition to the City's contract terms & agreement, it is expected that the Consultant will perform their work and will provide deliverables and invoices in a manner consistent with the terms and conditions of the City's grant agreement with the State of Florida (Exhibit A) which is funding this project.

**3.4.8.1 Performance Measures:** The Consultant shall submit all deliverables for each task listed above to the City's Project Manager consistent with the agreed upon Due Dates approved by the City and State and with the requirements of the grant. The City will submit deliverables for final approval to the Florida Department of Environmental Protection (FDEP) Department's Grant Manager. The Consultant must also submit a Progress Report Form to the City with every payment request in the current and appropriate form to both City (per City's contract agreement) (per grant agreement requirements found on the Department's website: <u>https://floridadep.gov/Resilient-Florida-Program/Grants</u>). All deliverables, invoices, and billing documentation shall be prepared, submitted, and processed to comply with both City's terms and State Grant Agreement # 22PLN42. The City's Project Manager and then the FDEP's Grant Manager will review the deliverable(s) to verify that deliverables meet the specifications in the Grant Work Plan and the task description. In the event its deliverables are rejected by the City or FDEP, the Consultant must revise them at its own expense.

In addition, the Consultant shall provide information as needed to assist the City with its submittal to the state of the documents listed below. The following table lists the FDEP's forms applicable to this grant project.

FDEP Document Name	Description	Revised Date
FDEP Attachment 6	Program-Specific Requirements	2/11/2022

FDEP Document Name	Description	Revised Date
FDEP <u>Exhibit A</u> for Planning Grants	Progress Report Form to be used for Planning (PLN) and Regional Resilience Entity (RRE) grants	11/17/2021
FDEP <u>Exhibit C</u>	Payment Request Form	12/7/2022
FDEP <u>Exhibit F</u>	Final Report Form	11/18/2021
FDEP <u>Exhibit G</u>	Photographer Release Form	11/19/2021
FDEP <u>Exhibit H</u>	Contractual Services Certification	N/A
FDEP <u>Exhibit I</u>	Vulnerability Assessment Compliance Checklist Certification	6/9/2022

**3.4.8.2 CONSEQUENCES FOR NON-PERFORMANCE:** In the event, that the state rejects deliverables or invoices, it shall be the consultant's responsibility to correct the deficiencies so that they are acceptable to the state at no additional cost to the City. In addition, for each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to the City in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner. As per its grant terms, if Consultant does not meet a deadline for any deliverable, the City will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the City.

**3.4.8.3 PAYMENT REQUEST SCHEDULE:** In addition to the City's contract terms, and following the Consultant's full completion of a task, the Consultant must submit with each invoice completed copies of FDEP Exhibit A, Progress Report Form. Payment requests cannot be made more frequently than monthly and must be made including FDEP Exhibit A, detailing all work progress made during that payment request period.

**3.4.8.4 PROJECT TIMELINE AND BUDGET DETAIL:** As per the grant agreement, all the tasks in this this project have an expected completion date of March 31, 2024. Upon award of this contract, the consultant shall prepare a timeline for this project with completion dates for each task. All deliverables must be received by the agreed upon task due date in the Consultant submitted timeline. Extensions to the task due dates and the project completion date may be granted at the discretion of the City and FDEP. Project costs must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the City Project Manager at least seven (7) calendar days in advance of any due date, with the details of the request and the reason for the request made clear. Failure to submit deliverables in accordance with the agreed upon



project timeline may result in reductions in payments. As per its grant terms, if Consultant does not meet a deadline for any deliverable, the City will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the City.

Task No.	Task Title	Budget Category	FDEP Amount	Match Amount	Total Amount
1	Acquire Background Data	Contractual Services	\$ 11,000	\$0	\$ 11,000
2	Critical Asset Inventory	Contractual Services	\$ 15,000	\$0	\$ 15,000
3	Surveying for Elevation Certificates	Contractual Services	\$0	\$ 25,000	\$ 25,000
4	Exposure Analysis	Contractual Services	\$ 40,000	\$0	\$ 40,000
5	Sensitivity Analysis	Contractual Services	\$ 32,000	\$0	\$ 32,000
6	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$ 12,000	\$0	\$ 12,000
7	Adaptation Plan	Contractual Services	\$ 25,000	\$0	\$ 25,000
		Total:	\$ 135,000	\$ 25,000	\$ 160,000

END OF SECTION

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## SECTION IV – SUBMITTAL REQUIREMENTS

## 4.1 Instructions

- 4.1.1 The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the <u>City's on-line strategic sourcing platform</u>. Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the <u>City's on-line strategic sourcing platform</u>. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.
- **4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- **4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- **4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- **4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public

records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT <u>PRRCONTRACT@FORTLAUDERDALE.GOV</u>, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

- 1. Keep and maintain public records 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, Florida Statutes (2022), as may be amended or revised, 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 completion of this contract if the Contractor 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 Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor 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.
- **4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

# 4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated

herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

## 4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

## 4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

# 4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

# 4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.



Additionally, the proposal should specifically address:

A. Who

- B. What
- C. When
- D. Where
- E. Why
- F. How

# 4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.
- Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale. It is the proposer's responsibility to ensure all information provided is current and accurate. Advanced notification to your references is encouraged.

# 4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

# 4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

# 4.2.8 Required Forms

# A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

# **B.** Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

# C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

# **D. Non-Discrimination Certification Form**

This form is to be completed and inserted in this section.

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# E. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

# F. Disadvantaged Business Enterprise Preference (DBEP)

This form is to be completed, if applicable, and inserted in this section.

# G. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

# H. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

# I. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

# J. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

K. Active Status Page from Division of Corporations – Sunbiz.org Provide PDF of current page with your proposal.

END OF SECTION

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# SECTION V - EVALUATION AND AWARD

# 5.1 Evaluation Procedure

## 5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: <u>https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award</u>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <u>https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results</u>, or any interested party may call the Procurement Services Division at 954-828-5933.

- **5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.
- **5.1.3** The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.
- **5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.
- **5.1.5** The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

# 5.2 Evaluation Criteria

**5.2.1** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

## 5.2.2 Weighted Criteria

Understanding of and approach to the scope of work	
Qualifications – Experience with similar projects, references, past performance, years in business	30%
Total Project Cost	30%
TOTAL PERCENT AVAILABLE:	100%

## 5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest

of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

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# **SECTION VI - COST PROPOSAL PAGE**

## Proposer Name: \_\_\_\_

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

## Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials, and parts.

Total Project Cost	\$
3. Additional Elevation Certificates (Cost per Certificate)	\$
<ol> <li>Number of Elevation Certificates being provided for the \$25,000 allocation.</li> </ol>	
1. Vulnerability Assessment for City of Fort Lauderdale	\$

Submitted by:

Name (printed)

Signature

Date

Title

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# **EXHIBIT A**

# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT # 22PLN42 VULNERABILITY ASSESSMENT FOR THE CITY OF FORT LAUDERDALE

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## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Standard Grant Agreement

Th	is Agreement is entered into bet	ween the Parties name	below, pursuant to Section 215.971, Florida	Statutes:		
1.	. Project Title (Project): Agreement Number:			t Number:		
	Vulnerability Assessment for the City of Fort Lauderdale         22PLN42			22PLN42		
2.		•	f Environmental Protection,			
		nmonwealth Bouleva see, Florida 32399-300	00	(Department)		
		rt Lauderdale	Entity Typ	e: Local Government		
	Grantee Address: 100 North	Andrews Avenue, F	ort Lauderdale, Florida 33301 FEID:	59-6000319 (Grantee)		
3.	Agreement Begin Date:		Date of	f Expiration:		
	7/1/2021		6/30/2024			
4.	Project Number: (If different from Agreement Number)	)	Project Location(s): City of For	rt Lauderdale		
			ehensive Vulnerability Assessment pursuant to	Section 380 093 Florida Statutes		
	for the Ci	ty of Fort Lauderdale.	enensive v unierability Assessment pursuant to			
5.	Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):		
	\$135,000.00	State EFederal	FY21-22 GAA Line #1707A	\$135,000.00		
		□ State □Federal				
		Grantee Match		\$25,000.00		
			Total Amount of Funding + Grantee Match, if	any: \$160,000.00		
6.	Department's Grant Manager Name: Lisa Widener		Grantee's Grant Manager Name: Glen Hadwen			
		or succes	sor	or successor		
	Address: <b>Resilient Florida H</b>	Program	Address: Sustainability M	lanager		
	2600 Blair Stone F	Road, MS235	101 NE 3rd Avenue, Suite 1400			
	Tallahassee, Florid	da 32399	Fort Lauderdale	Fort Lauderdale, Florida 33301		
	Phone: 850-245-8323		Phone: (954) 828-6138	Phone: (954) 828-6138		
	Email: Lisa.Widener@Fl	oridaDEP.gov	Email: ghadwen@fortla	auderdale.gov		
7.	The Parties agree to comp incorporated by reference:	ly with the terms and	d conditions of the following attachments a	nd exhibits which are hereby		
Ø	Attachment 1: Standard Terms	and Conditions Appli	cable to All Grant Agreements			
Ø	Attachment 2: Special Terms a	nd Conditions				
	Attachment 3: Grant Work Plan	n				
Ø	Attachment 4: Public Records	Requirements				
	Attachment 5: Special Audit Requirements					
Attachment 6: Program-Specific Requirements						
Attachment 7:       Grant Award Terms (Federal) *Copy available at <a href="https://factsfldfs.com">https://factsfldfs.com</a> , in accordance with § 215.985, F.S.						
□ Attachment 8: Federal Regulations and Terms (Federal)						
	Additional Attachments (if nec	essary):				
Z Exhibit A: Progress Report Form						
Exhibit B: Property Reporting Form						
Exhibit C: Payment Request Summary Form						
	Exhibit D: Quality Assurance Requirements for Grants					
	Exhibit E: Advance Payment Terms and Interest Earned Memo					
	Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form Exhibit H: Contractual Services Certification, Exhibit I: Valuerability Assessment Compliance Checklist Certification					

8. The following information applies to Federal G	Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):				
Federal Award Identification Number(s) (FAIN):					
Federal Award Date to Department:					
Total Federal Funds Obligated by this Agreement:	Total Federal Funds Obligated by this Agreement:				
Federal Awarding Agency:					
Award R&D?					
IN WITNESS WHEREOF, this Agreement shall last date signed below, whichever is later.	be effective on the date indicated by the Agreement Begin Date above or the				
City of Fort Lauderdale	GRANTEE				
Grantee Name By	DI/25/2023 Date Signed				
(Autherifed Signature) Greg Chavarria, City Manager	Date Signed				
Print Name and Title of Person Signing					
State of Florida Department of Environmental P	rotection DEPARTMENT				
By Alin Saud	1/30/2023				
Secretary or Designee	Date Signed				
Alex Reed, Director of the Office of Resilience and Coastal Protection					
Print Name and Title of Person Signing					

 $\blacksquare$  Additional signatures attached on separate page.

**ORCP** Additional Signatures

DEP Grant Manager, Lisa Widener

DEP QC Reviewer, Jereniy Jimenez

Local Sponsor may add additional signatures if needed below.

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## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD TERMS AND CONDITIONS APPLICABLE TO GRANT AGREEMENTS

## **ATTACHMENT 1**

#### 1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

- 2. Grant Administration.
- a. <u>Order of Precedence</u>. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

(1) an increase or decrease in the Agreement funding amount;

- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement; and/or

(4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

(1) task timelines within the current authorized Agreement period change;

(2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;

(3) changing the current funding source as stated in the Standard Grant Agreement; and/or

(4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

## 3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

## 4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

## 5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

## 6. Acceptance of Deliverables.

- a. <u>Acceptance Process.</u> All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. <u>Rejection of Deliverables.</u> The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

## 7. Financial Consequences for Nonperformance.

a. <u>Withholding Payment.</u> In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

## b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

- c. <u>Corrective Action Plan</u>. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

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require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.
- 8. Payment.
- a. <u>Payment Process.</u> Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. <u>Taxes.</u> The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. <u>Maximum Amount of Agreement</u>. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. <u>Reimbursement for Costs.</u> The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

- e. <u>Invoice Detail.</u> All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. <u>Interim Payments.</u> Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. <u>Final Payment Request.</u> A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. <u>Annual Appropriation Contingency</u>. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. <u>Interest Rates.</u> All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <u>www.myfloridacto.com/Division/AA/Vendors/default.htm</u>.
- j. <u>Refund of Payments to the Department.</u> Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. <u>If this Agreement is funded with federal funds</u> and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## 9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

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- a. <u>Salary/Wages.</u> Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. <u>Overhead/Indirect/General and Administrative Costs.</u> If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. <u>Contractual Costs (Subcontractors).</u> Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. <u>Travel.</u> All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. <u>Direct Purchase Equipment.</u> For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. <u>Rental/Lease of Equipment.</u> Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. <u>Miscellaneous/Other Expenses.</u> If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. <u>Land Acquisition</u>. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

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CA**M929-89**50 Exhibit 2 Page 60 of 210 Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

## 10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

## 11. Retainage.

- The following provisions apply if Department withholds retainage under this Agreement:
- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.
- 12. Insurance.
- a. <u>Insurance Requirements for Sub-Grantees and/or Subcontractors.</u> The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. <u>Deductibles.</u> The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. <u>Proof of Insurance.</u> Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. <u>Duty to Maintain Coverage</u>. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. <u>Insurance Trust.</u> If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.
- 13. Termination.
- a. <u>Termination for Convenience.</u> When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

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- b. <u>Termination for Cause</u>. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. <u>Grantee Obligations upon Notice of Termination</u>. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall not be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. <u>Continuation of Prepaid Services.</u> If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. <u>Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement.</u> If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

## 14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

## 15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following nonexclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

Attachment 1 6 of 12 iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

## 16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

## 17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

## 18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

Attachment 1 7 of 12 d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

## 19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000. **20. Remedies.** 

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. **21. Waiver.** 

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

- 22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.
- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. <u>Public Entity Crime</u>. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. <u>Discriminatory Vendors</u>. 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. <u>Antitrust Violator Vendors.</u> A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. <u>Notification</u>. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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## 23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

## 24. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.
   The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the

infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## 25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

## 26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

## 27. Record Keeping.

Attachment 1 9 of 12 The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

- 28. Audits.
- a. <u>Inspector General</u>. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. <u>Physical Access and Inspection</u>. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. <u>Special Audit Requirements.</u> The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <a href="https://apps.fldfs.com/fsaa">https://apps.fldfs.com/fsaa</a>.
- d. <u>Proof of Transactions.</u> In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. <u>No Commingling of Funds.</u> The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

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CA**RP92**4**45**850 Exhibit 2 Page 66 of 210 money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

## 29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

## 30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

## 31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

## 32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

## 33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

## 34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement. **35.** Severability.

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CA**M3924-09**50 Exhibit 2 Page 67 of 210 If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

## 36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

## 37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

## 38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

## 39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Terms and Conditions AGREEMENT NO. 22PLN42

## **ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

## 1. Scope of Work.

The Project funded under this Agreement is Vulnerability Assessment for the City of Fort Lauderdale. The Project is defined in more detail in Attachment 3, Grant Work Plan.

## 2. Duration.

- a. <u>Reimbursement Period</u>. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. <u>Service Periods</u>. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

#### 3. Payment Provisions.

- a. <u>Compensation</u>. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

#### 4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	<u>Match</u>	Category
		Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
		a. Fringe Benefits, N/A.
		b. Indirect Costs, N/A.
$\boxtimes$	$\boxtimes$	Contractual (Subcontractors)
		Travel, in accordance with Section 112, F.S.
		Equipment
		Rental/Lease of Equipment
		Miscellaneous/Other Expenses
		Land Acquisition

#### 5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

## 6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

## 7. Match Requirements

The Agreement requires at least a 15.62% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$25,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made July 1, 2021 or after for purposes of meeting its match requirement as identified above.

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Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

## 8. Insurance Requirements

<u>Required Coverage</u>. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. <u>Commercial General Liability Insurance.</u>

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000 \$200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable Hired and Non-owned Automobile Liability Coverage

c. <u>Workers' Compensation and Employer's Liability Coverage.</u>

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

## 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

### 10. Retainage.

No retainage is required under this Agreement.

### 11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

### 12. State-owned Land.

The work will not be performed on State-owned land.

### 13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

### 14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people of commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

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b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

## 15. Additional Terms.

<u>Documentary Evidence Requirement for Subcontractor(s).</u> If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

<u>Sea Level Impact Projection Study Requirement.</u> If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

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## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT WORK PLAN AGREEMENT NO. 22PLN42

# **ATTACHMENT 3**

PROJECT TITLE: Vulnerability Assessment for the City of Fort Lauderdale

**PROJECT LOCATION:** The Project is located in the City of Fort Lauderdale within Broward County, Florida.

# **PROJECT DESCRIPTION:**

The City of Fort Lauderdale (Grantee) will conduct the Vulnerability Assessment for the City of Fort Lauderdale Project (Project) include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will generate elevation certificates of prioritized critical government facilities, and prepare a draft Adaptation Plan to include a list of adaptation projects that will address future flooding risks.

# **TASKS AND DELIVERABLES:**

## Task 1: Acquire Background Data

**Description:** The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA, two of which will be compiled in this task: 1) topographic data and 2) flood scenario-related data. Geographic Information System (GIS) metadata should incorporate a layer for each of the four asset types as defined in s. 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

**Deliverables:** The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled.

## Task 2: Critical and Regionally Significant Asset Inventory

**Description:** The Grantee will identify all critical and regionally significant assets meeting the definitions in Section 380.093, F.S. that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated

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metadata. The analysis may include review of roadways, historical properties, and other assets not otherwise classified as critical assets per Section 380.093, F.S.

**Deliverables:** The Grantee will provide the following: 1) a list or spreadsheet of critical and regionally significant assets that are impacted by flooding and sea level rise, prioritized by area or immediate need, which contains the critical assets attributes required by Exhibit I and identifies which flood scenario(s) impacts each asset; and 2) GIS files and associated metadata.

## Task 3: Match Contribution - Survey for Elevation Certificates

**Description:** The Grantee will obtain elevation certificates for prioritized critical and regionally significant assets that do not already have certificates or that require an updated elevation certificate to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement. For prioritized critical and regionally significant assets identified in Task 2 that need an elevation certificate, a survey will be conducted to create an elevation certificate. All elevation certificates will be consistent with requirements from the Federal Emergency Management Agency pursuant to federal floodplain management regulation and will be completed by a Florida-registered Professional Surveyor and Mapper.

**Deliverables:** The Grantee will provide the following: 1) list of the critical and regionally significant assets where elevation certificates were completed, to include the address, asset type, and asset class information; 2) documentation of transmittal of the copies of the Elevation Certificates submitted to the Florida Department of Emergency Management, as required by Section 472.0366(2), F.S. The completed elevation certificate documents must be signed and sealed by a Florida-registered Professional Surveyor and Mapper; and 3) documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7.

#### Task 4: Exposure Analysis

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

**Deliverables:** The Grantee will provide the following: 1) a draft VA report that provides details on the modeling process, type of models used, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

#### Task 5: Sensitivity Analysis

**Description:** The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each

CA**Mage**4**52**350 Exhibit 2 Page 73 of 210 asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected. As allowed by available Budget, this analysis may also include sensitivity analysis of roadways, historical properties, and other assets not classified as critical assets per Section 380.093, F.S.

**Deliverables:** The Grantee will provide the following: 1) a draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets that are impacted and must identify which flood scenario(s) impacts each asset.

## Task 6: Final Vulnerability Assessment Report, Maps, and Tables

**Description:** The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. Geographic Information System (GIS) files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following: 1) Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed VA Compliance Checklist Certification.

#### Task 7: Partial Adaptation Plan

**Description:** The Grantee will complete a partial Adaptation Plan (AP) that is consistent with the requirements of the Florida Adaptation Planning Guidebook which will include the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies for the City's most vulnerable assets. The Grantee will begin the process by assessing existing Master Plans and the Community Investment Plan to identify planned projects that address the vulnerability of the City's critical assets. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation, as well as identify assets with planned projects and assets without adequate resilience strategies.

**Deliverables:** The Grantee will provide a partial Adaptation Plan for the City's most vulnerable critical assets, including addressing capacity and needs for those assets.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the

DEP Agreement No.: 22PLN42 Page 3 of 4

CA**Maget 53**50 Exhibit 2 Page 74 of 210 specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	\$11,000	\$0	\$11,000	7/1/2021	3/31/2024
2	Critical and Regionally Significant Asset Inventory	Contractual Services	\$15,000	\$0	\$15,000	7/1/2021	3/31/2024
3	Match Contribution – Survey for Elevation Certificates	Contractual Services	\$0	\$25,000	\$25,000	7/1/2021	3/31/2024
4	Exposure Analysis	Contractual Services	\$40,000	\$0	\$40,000	7/1/2021	3/31/2024
5	Sensitivity Analysis	Contractual Services	\$32,000	\$0	\$32,000	7/1/2021	3/31/2024
6	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$12,000	\$0	\$12,000	7/1/2021	3/31/2024
7	Partial Adaptation Plan	Contractual Services	\$25,000	\$0	\$25,000	7/1/2021	3/31/2024
		Total:	\$135,000	\$25,000	\$160,000		

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## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Public Records Requirements

#### **Attachment 4**

## 1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.
- 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable. For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:
- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone:	(850) 245-2118
Email:	public.services@floridadep.gov
<b>Mailing Address:</b>	Department of Environmental Protection
-	ATTN: Office of Ombudsman and Public Services
	Public Records Request
	3900 Commonwealth Boulevard, MS 49
	Tallahassee, Florida 32399

Attachment 4 1 of 1

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## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Audit Requirements (State and Federal Financial Assistance)

#### Attachment 5

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement) to the recipient (which may be referred to as the "Recipient", "Grantee" or other name in the agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see* "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

#### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

- 1. A recipient that expends \$750,000 or more in federal awards in its fiscal year, must have a single or programspecific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.
- 3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <u>www.cfda.gov</u>

BGS-DEP 55-215

# Attachment 5 1 of 6

#### PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

- In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 691-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <u>https://apps.fldfs.com/fsaa</u> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <u>http://www.leg.state.fl.us/Welcome/index.cfm</u>, State of Florida's website at <u>http://www.myflorida.com/,</u> Department of Financial Services' Website at <u>http://www.fldfs.com/</u>and the Auditor General's Website at <u>http://www.myflorida.com/audgen/</u>.

#### PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

#### PART IV: REPORT SUBMISSION

- Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient <u>directly</u> to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

# Attachment 5 2 of 6 CARP92457350

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#### By Mail:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <u>http://harvester.census.gov/facweb/</u>

- 2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
  - A. The Department of Environmental Protection at one of the following addresses:

By Mail: Audit Director Florida Department of Environmental Protection Office of Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically: FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (<u>http://flauditor.gov/</u>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director Florida Department of Environmental Protection Office of Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically: FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

> Attachment 5 3 of 6

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

Attachment 5 4 of 6

#### **EXHIBIT 1**

## FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the <u>resources</u> awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Program	ces Awarded to the Recipi	CFDA			State Appropriation
Å	Federal Agency	Number	CFDA Title	Funding Amount	Category
				\$	
Federal		CFDA			State Appropriation
Program B	Federal Agency	Number	CFDA Title	Funding Amount	Category
				\$	
					· · ·

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)
	Etc.
	Etc.
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
	Etc.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

Federal Agency				State Appropriation
reactar regeney	CFDA	CFDA Title	Funding Amount	Category
Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
	Federal Agency	Federal Agency CFDA	Federal Agency     CFDA     CFDA Title	Federal Agency     CFDA     CFDA Title     Funding Amount

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resourc	es Awarded to the Recipient	Pursuant to this A	Agreement Co	nsist of the Following Resources Subje	ect to Section 215.97, F.	<u>S.:</u>
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 21.22	37.098	Resilient Florida Programs	\$135,000	140078
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

 Total Award
 \$135,000

 Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state\_project\_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>&</sup>lt;sup>1</sup> Subject to change by Change Order.

<sup>&</sup>lt;sup>2</sup> Subject to change by Change Order.

#### STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PROGRAM-SPECIFIC REQUIREMENTS RESILIENT FLORIDA PROGRAM

#### **ATTACHMENT 6**

- 1. <u>Permits</u>. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
- 2. <u>Ineligibility</u>. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
- 3. <u>Additional Documentation for Contractual Costs.</u> In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
  - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
  - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
- 4. <u>Attachment 3, Grant Work Plan, Performance Measures.</u> All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
- 5. <u>Copyright, Patent and Trademark.</u> The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
- 6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
- Funding Source. With the exception of audiovisuals not intended for presentation to the general public that
  are produced either as research instruments or for documenting experimentation or findings (unless otherwise
  required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

Attachment 6 Page 1 of 2 CAMAGE 62:50 Exhibit 2 Page 83 of 210 can be found on the Department's website at: <u>https://floridadep.gov</u> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. <u>Final Project Report</u>. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

Attachment 6 Page 2 of 2 CARAGE 63850 Exhibit 2 Page 84 of 210

# DEPARTMENT OF ENVIRONMENTAL PROTECTION Resilient Florida Program Progress Report Form

# Exhibit A

DED A groom out No.	22PLN42					
DEP Agreement No.:						
Project Title:						
Grantee Name:	City of Fort Lauderdale					
Grantee Address:						
Grantee's Grant Manager:	Telephone No.:					
Reporting Period:						
	following information for all tasks and deliverables identified in					
	an: Description of the work performed during the reporting period,					
	esolutions, scheduled updates, proposed work for the next reporting					
period, and percentage of the work						
<b>NUTE:</b> Use as many pages as nec	essary to cover all tasks in the Grant Work Plan.					
The following format should h	be followed:					
Task 1:						
Progress for this reporting pe	riod:					
Identify any delays or probler						
Percentage of task completed:	Percentage of task completed:					
Task 2:						
Progress for this reporting pe						
Identify any delays or probler						
Percentage of task completed:						
Task 3:						
Progress for this reporting pe						
Identify any delays or problem						
Percentage of task completed						
Task 4:						
Progress for this reporting pe	riod:					
Identify any delays or problem	ns encountered:					
Percentage of task completed						

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor)

Date

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# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA GRANT PROGRAM EXHIBIT C PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C**, **Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

Exhibit C, Page 1 of 1

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## EXHIBIT F

## DEP AGREEMENT NO. 22PLN42

# VULNERABILITY ASSESSMENT FOR THE CITY OF FORT LAUDERDALE

## CITY OF FORT LAUDERDALE

**Final Project Report** 



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Exhibit F, DEP Agreement # 22PLN42 Page 1

CA**M #24-6**350 Exhibit 2 Page 87 of 210 Part I. Executive Summary

Part II. Methodology

#### Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

#### Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO .: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Exhibit F, DEP Agreement # 22PLN42 Page 2

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### EXHIBIT G

## PHOTOGRAPHER RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

## **DEP AGREEMENT NO: 22PLN42**

## RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name:		
Address:		
City:	State:	Zip:
Phone Number: ()	Email:	

#### License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

- 1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
- 2. Distribution to the media; and
- 3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

#### I have read and understand the terms of this release.

Owner signature:	Date:
Photo/video/audio/artwork/recording file name(s):	
Location of photo/video/audio recording/artwork:	
Name of person accepting Work submission	

Exhibit G, DEP Agreement #: 22PLN42 Page 1 of 1

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# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA GRANT PROGRAM CONTRACTUAL SERVICES CERTIFICATION

## Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN42

Project Title: Vulnerability Assessment for the City of Fort Lauderdale

Grantee: City of Fort Lauderdale

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

- 1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
- 2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
- 3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
- 4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

CAN**Page-69**50 Exhibit 2 Page 90 of 210

# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA GRANT PROGRAM VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

# Exhibit I

Required for all grant agreements.

DEP Agreement Number: 22PLN42

Project Title: Vulnerability Assessment for the City of Fort Lauderdale

Grantee: City of Fort Lauderdale

By signing this Vulnerability Assessment Compliance Checklist Certification (hereinafter "Checklist Certification") the Grantee certifies that, upon execution of the Agreement, it will have reviewed the statutory requirements for vulnerability assessments in subsection 380.093(3), F.S., and provided this signed Checklist Certification to the Department, which gives the Department of Environmental Protection (Department) *partial* assurance that any and all vulnerability assessments the Grantee may utilize for its individual project will adhere to the relevant statutory requirements in subsection 380.093(3), F.S., regardless of the party actually completing the work (e.g., subcontractors).

To give the Department the remaining assurance it requires, the Grantee also certifies that it will deliver a fully completed and signed Vulnerability Assessment Compliance Checklist to the Department, in the form included in this exhibit, at a yet-to-be-determined time mutually agreed upon by both parties to this Agreement but prior to close out of the Grantee's individual project. The completed Vulnerability Assessment Compliance Checklist and this Checklist Certification will be joined and attached to the Agreement together as a single "Exhibit I."

By signing below, I certify on behalf of the Grantee that the Grantee or its designee(s) will have reviewed the statutory requirements in subsection 380.093(3), F.S., prior to execution of the Agreement. I further certify on behalf of the Grantee that, prior to close out of the grant, either myself or the Grantee's designated grant manager will provide to the Department a Vulnerability Assessment Compliance Checklist form that has been fully completed in the manner described in this Checklist Certification.

Grantee's Grant Manager Signature

Print Name

Date

Exhibit I 1 of 4

CA**M499-79**50 Exhibit 2 Page 91 of 210

# VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-datastandards

## Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)			
а		Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.				
in the	All electronic mapping data used to illustrate flooding and sea level rise impacts that are identifie n the VA must be provided in the format consistent with the Department's GIS Data Standard and include the following three (3) items:					
b		Geospatial data in an electronic file format.				
С		GIS metadata.				
d		List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset				

## Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e		Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable. Not applicable  Already in compliance	
f		Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g		To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h		Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. ( <i>check one</i> ) NOAA data FEMA data	
i		Initial storm surge event equals or exceeds current 100-year flood event.	
j		Higher frequency storm analyzed for exposure of a critical asset. (optional, but must provide additional detail if included)	

k	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not</i> <i>applicable)</i>	
1	Future boundary conditions have been modified to consider sea level rise and high tide conditions. (optional)	
m	Depth of rainfall-induced flooding for 100-year storm and 500- year storm event. (required if item e is not applicable)	
n	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

# Part 3 - Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
0		All analyses performed in North American Vertical Datum of 1988.	
p		Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate- high sea level rise projections.	
q		Includes at least two planning horizons, which must include years 2040 and 2070.	
r		Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s		Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department</i> <i>approval)</i> .	

# Identify the Florida municipalities that are included in this Vulnerability Assessment:



I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

Exhibit I 4 of 4

CA**Rege**4**73**350 Exhibit 2 Page 94 of 210



#### **NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

**RELATIONSHIPS** 

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**Authorized Signature** 

Title

Name (Printed)

Date

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#### CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date



# LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

#### THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <u>https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COOR\_CH2</u> AD\_ARTVFI\_DIV2PR\_S2-186LOBUPR

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- 1. Class A Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- Class B Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 3. Class C Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
- 4. Class D Business shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

AUTHO	ORIZED COMPANY PERSON:	PRINT NAME SIGNATURE DATE
BIDDE	R'S COMPANY:	
	Business Name	_
(6)		is considered a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.
	Business Name	of intent shall be provided within 10 calendar days of a formal request _ by the City.
(5)		requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification
	Business Name	Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request _ by the City.
(4)		requests a <b>Conditional Class A</b> classification as defined in the City of
(3)	Business Name	is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
	Business Name	_ shall be provided within 10 calendar days of a formal request by the City.
(2)		is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses
	Business Name	year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
(1)		is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current



# DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration and/or

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

# THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <u>https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883</u>

#### Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a nonresidential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)	Business Name	is a disadvantaged class 1 e Lauderdale Ordinance Section 2 has established and agrees to located in a non-residential zone limits of the city, and provides s Lauderdale business tax and d the City's Procurement Manual.	-185 disadvantaged busine maintain a permanent p e, staffed with full-time emp supporting documentation	ss enterprise that lace of business loyees within the of its City of Fort
	Dusiness Maine			
(2)	Business Name	is a disadvantaged class 2 e Lauderdale Ordinance Section 2 has established and agrees to m the limits of the city with a full- documentation of its City of Fort certification as established in the	-185 disadvantaged busine aintain a permanent place of time employee(s) and pro Lauderdale business tax ar	ss enterprise that of business within wides supporting ad disadvantaged
	business Name			
(3)		is a disadvantaged class 3 e Lauderdale Ordinance Section 2 has established and agrees to located in a non-residential zone limits of the Tri-County area an City of Fort Lauderdale busine established in the City's Procure	-185 disadvantaged busine maintain a permanent p e, staffed with full-time emp d provides supporting doc ess tax and disadvantage	ss enterprise that lace of business loyees within the umentation of its
	Business Name			
(4)		is a disadvantaged class 4 enterprise as defined in the City of For Lauderdale Ordinance Section 2-185 disadvantaged business enterprise tha does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual		ss enterprise that b, but is located in nentation of its
	Business Name			
(5)		is not considered a Disadvantag of Fort Lauderdale Ordinance Preference consideration.		
_	Business Name			
BIDDE	R'S COMPANY:			
	ORIZED COMPANY PER	2SON.		
		PRINT NAME	SIGNATURE	DATE



# E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: \_\_\_\_\_

**Project Description:** 

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_\_

Date: \_\_\_\_\_

#### CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

<u>Please Note</u>: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the <u>City's on-line strategic sourcing platform</u> prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in

that field.	
If you are a foreign corporation, you may be rea in accordance with Florida Statute §607.1501 (vis	quired to obtain a certificate of authority from the department of state, it http://www.dos.state.fl.us/).
Company: (Legal Registration)	EIN (Optional):
Address:	
City:	Zip:Zip:
Telephone No.: FAX No.:	Email:
Delivery: Calendar days after receipt of Purchase Total Bid Discount (section 1.05 of General Con	Order (section 1.02 of General Conditions):
Check box if your firm qualifies for DBE (section	1.09 of General Conditions): 🗖
ADDENDUM ACKNOWLEDGEMENT - Proposer included in the proposal:	r acknowledges that the following addenda have been received and are
Addendum No. Date Issued Addendum No. Da	ate Issued Addendum No. Date Issued Addendum No. Date Issued
such is listed and contained in the space pro necessarily accept any variances. If no statement	variances will be deemed to be part of the response submitted unless ovided below. The City does not, by virtue of submitting a variance, it is contained in the below space, it is hereby implied that your response ion. If you do not have variances, simply mark N/A.
all instructions, conditions, specifications adden I have read all attachments including the specific proposal, I will accept a contract if approved specifications of this bid/proposal. The below sign a response, that in no event shall the City's liabil exemplary damages, expenses, or lost profits and to public advertisement, bid conferences, site vi	e following article(s) or services at the price(s) and terms stated subject to ada, legal advertisement, and conditions contained in the bid/proposal. cations and fully understand what is required. By submitting this signed by the City and such acceptance covers all terms, conditions, and natory also hereby agrees, by virtue of submitting or attempting to submit ility for respondent's direct, indirect, incidental, consequential, special or ising out of this competitive solicitation process, including but not limited isits, evaluations, oral presentations, or award proceedings exceed the his limitation shall not apply to claims arising under any provision of ntained in this competitive solicitation.
Submitted by:	
Name (printed)	Signature
Date	Title
	CAM #24-0350 Exhibit 2 revised 09-2022 Page 102 of 210

No.	Question	Answer
1	<ol> <li>When is expected the City to issue the NTP.</li> <li>Confirm the 120 days delivery time, as the agreement ends in March 2024.</li> <li>Shall we include a survey company in our team for the elevation certificates and confirm their fees, with the design/plannin</li> </ol>	1. Target date for the NTP is June 30, 2023. 2. The statement in Section 4.2.4 regarding project completion within 120 days from the City Notice to Proceed is incorrect and should be disregarded; see addendum. The correct target completion date is March 2024 as described in Section 3.4.8.4 of the RFP. 3. Please refer to Section 3.4.3.
2	<b>4.</b> Who is in the selection committee? <b>5.</b> Are oral presentations and short listing expected? 6. Please provide Required Forms	<ul> <li>4. Jim Hetzel - Principle Urban Planner, Carlos Cruz - Senior GIS Analyst, Elkin Diaz, Senior Project Manager 5. The Evaluation Committed (EC) will meet and determine responsive and responsible proposers. EC will then score and rank the proposers and lastly determine if presentations are required. 6. All required forms are within the solicitation and should be submitted with your proposal.</li> </ul>
3	Would Fort Lauderdale consider allowing a 1 week extension?	No



City of Fort Lauderdale • Procurement Services Division 100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301 954-828-5933 • Fax 954-828-5576 • <u>purchase@fortlauderdale.gov</u>

# ADDENDUM NO. 1

# RFP No. Event 69 TITLE: Vulnerability Assessment for the City of Fort Lauderdale

ISSUED: 04/05/2023

This addendum is being issued to make the following change(s):

1. In Section 4.2.4 Approach to Scope of Work the following language shall be stricken:

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin Senior Procurement Specialist

Company	Name:
company	

(please print)

Bidder's Signature:

Date:

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Proposal

City of Fort Lauderdale, FL

# Vulnerability Assessment Solicitation Event 69

April 2023





City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, Suite 619 Fort Lauderdale, Florida 33301 Arcadis U.S., Inc. 150 S. Pine Island Road, Suite 315 Plantation, FL 33324 Tel: 654.761.3460 Fax: N/A www.arcadis.com

April 20, 2023

## Re: Solicitation Event 69 - Vulnerability Assessment for the City of Fort Lauderdale

Dear Review Committee:

The work effort on which the City of Fort Lauderdale (City) is preparing to embark, the development of your Vulnerability Assessment and Partial Adaptation Plan, will be an instrumental stepping stone to prepare the City for responding to changing climate conditions. The need for this work has never been more evident, following the historic rain and flooding events on April 13, 2023, resulting catastrophic damage to critical facilities such as City Hall, significant emergency management challenges, and recent dialogue between elected officials. This event underscored the need to view resiliency through a wider lens and why the multiple scenarios to be modeled will be valuable. Local government's response, the debate related to how communities develop or redevelop and how we maintain, manage and upgrade our infrastructure have all come under heightened scrutiny. Finally, the disproportionate impacts on disadvantaged communities at risk from current and future flooding conditions has been a primary issue of recent discussion. This single event has significantly heightened the importance of this project shining new light on how the City approaches its resiliency planning and how multiple concurrent efforts can be brought under an umbrella resiliency planning process.

This bid process for this project now has higher stakes for the City, as this project will involve that heightened scrutiny on the extent of Vulnerability Assessments representing the full community, with a focused spotlight on equitable prioritization of critical community assets. We point out that this provides an opportunity given the pending opening of the Resilient Florida planning grant cycle to further benefit from that program by seeking additional funding to deliver a more comprehensive Vulnerability Assessment for the community. E.g., the existing funding has no current budget for community outreach and engagement. There is no public process currently associated with this catalytic project. Some may ask why that communication is missing.

However, the firm you select to support you through this next phase will be critical in helping to navigate this challenging terrain and articulate the City's equitable and innovative vision to guide all communities forward - and with actionable steps to move into pursuit of funding and implementation. Fort Lauderdale just became a frontline community in the national conversation on the inequitable impacts of climate change on disadvantaged communities. Who you choose must be a best-in-class selection with deep expertise and defensible to your taxpayers. We are fully prepared to support the City in the immediate pursuit of supplemental funding from FDEP (or via DEO/CDBG-MIT underutilized planning funds) to expand the scale and depth of this process to account for robust community engagement and to ensure all voices are heard and incorporated into the Vulnerability Assessment and Partial Adaptation Plan. In addition, should the recent events result in a presidentially declared disaster for Broward County, the City will have an opportunity to acquire federal funding to both supplement the next phases of this work, and fast track the implementation of critical infrastructure projects for risk reduction. Our Team has an unmatched record in navigating similar situations to maximize multiple funding opportunities for accelerating the resilience programs for the at-risk communities we serve. We understand the challenges ahead for City leaders and staff, and we stand ready to join you. We have a proven history in doing just that- "right sizing" the vulnerability assessment planning process to encompass all of the local government's needs by securing supplemental planning grants in the Resilient Florida program.

The expectations of the members of the community – the general voting public – will be for City leaders to take action. This engagement will support and reinforce the commitment of City leadership that is focused on equitable adaptation and that is already actively working to better understand and address these issues, but that has been unfairly characterized in a politicized. The work conducted under this engagement will directly help the City prepare for existing and future climate risks while delivering benefits that are sustainable and equitable, enhancing important ecological attributes, fostering economic prosperity, addressing the causes of climate change, and catalyzing a culture of innovation in solving complex challenges. Arcadis has been working on these issues globally for decades and in the South Florida region for over thirty years and will lead this project from our Plantation office.

We recognize that the City is not starting from scratch and has worked hard on significant policy development, capital planning and other programmatic elements, all of this prior to and while the Always Ready, Section 380.093, F.S. legislation was being developed and enacted. We also recognize that available data to inform this work (including from the County level) is constantly evolving to better align model results with actual experienced conditions. We will approach this work with adaptability in mind, to allow for incorporating changes in planning horizons, sea level rise scenarios, and modeling advancements in the areas of groundwater depth, rainfall projections and other key datasets. Now there is an opportunity with these planning grant funds to bring this work under a new umbrella and expand upon it while positioning the City to access future grants under that program and others.

Arcadis is a global leader in climate resilience and has been at the forefront of helping many communities across the world with distinct physical risks and social, cultural, and economic complexities to live with and adapt to climate change since our inception in 1888. Our Team's project approach is proven through recent nationallyrecognized resilience planning projects including the Miami-Dade County Sea Level Rise Adaptation Strategy, Climate Ready Boston, Resilient New Jersey, Chicago's Climate Action Plan. We help our clients develop long-term solutions for reducing climate risk, incorporating sustainability, and for garnering broad consensus in taking action through engagement at all levels. Locally, the project will be delivered by the same team of local resilience experts who have led (during public service or as consultants) efforts on these issues for local governments throughout South Florida. Our team has worked for the City of Miami, Palm Beach County government, the Southeast Florida Regional Climate Change Compact, the Resilient305 Initiative, the USACE Jacksonville District, and more.

With this extensive Arcadis experience on large and complex national and South Florida projects, we highlight our key partners Erin L. Deady, P.A. and Clearview Geographic who have jointly conducted many vulnerability assessments in Florida including Martin County, Monroe County, Pensacola and St. Lucie County. They are also engaged currently in developing many Florida Vulnerability Assessments for new projects (Islamorada, West Palm Beach and Lynn Haven) or updating previous work to bring existing Vulnerability Assessments into compliance with the new statute (Martin, Monroe and Pensacola). Additionally, we have specifically added Erin L. Deady, P.A. to the team given her unique experience as a lawyer and urban planner having worked on a myriad of legislative, agency rulemaking and legal analysis related to resiliency implementation. These two key partners combined have some of the most extensive vulnerability assessment experience in the State having worked on challenges with implementation of Section 380.093, F.S. related to the extent of mapping and asset compilation, metadata and asset security issues. In two years, Erin has authored 53 successful Resilient Florida planning and capital project grants valued over \$94 million including supplemental Resilient Florida planning grants, 4 last year alone, several the year prior.

Thank you for the opportunity to present our approach, qualifications, and pricing in this proposal. We look forward to partnering with the City on your resilience journey. Should you have any questions or require information, please do not hesitate to contact us.

Sincerely, Arcadis U.S., Inc.

Year & Richton

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Melissa Hew, CFM, WEDG Project Manager ⊠ melissa.hew@arcadis.com | ☎ 305 815 8695

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**Key Personnel Resumes** 

This proposal and its contents shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of or in connection with the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.


# 2. Executive Summary

Arcadis has been an active member of the local community since opening our office in the Fort Lauderdale region over 30 years ago. During this time, we have been privileged to collaborate on many local projects to help enable the vision of City and County leaders. Moreover, we have done so by supporting and working alongside local agencies in helping to build and improve our community. We are excited for the opportunity to apply our comprehensive and specialized expertise related to flood risk, resilience and adaptation.

### **Business Entity**

Arcadis U.S. Inc. is wholly owned by Arcadis North America, Inc., a Colorado Corporation, whose sole shareholder is Arcadis USA, B.V., a Dutch company.

### Background

Arcadis is a leading global natural and built asset design and consultancy firm working in partnership with our clients to deliver exceptional and sustainable outcomes through the application of design, consultancy, engineering, and project management services. We are active in the fields of infrastructure, water, environment, and buildings.

Arcadis has been in business under the present name for 55 years. Founded in 1888, the firm's roots began when the organization was founded in the Netherlands as an association for wasteland redevelopment. Arcadis has evolved throughout the 20th century, expanding its global reach and range of service offerings through strategic initiatives and targeted acquisitions.

### **Main Offices**

Our Florida practice is supported by over 350 professionals among 8 Florida offices, including Plantation, Miami, Boynton Beach, Tampa, Orlando, Jacksonville, Pensacola, and Tallahassee.

#### **Minimum Qualifications Exceeded**

- Relevant experience in conducting vulnerability assessments related to flooding.
- Project Manager has experience in flood risk assessments at the municipal scale and has served as Project Manager on similar projects.
- ✓ No record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- ✓ No arrears or in default of any debt or contract involving the City nor have failed to perform faithfully.
- Licensed and registered in the State of Florida.

Arcadis is excited for the opportunity to continue growing our partnership with the City and to expand the services that we provide. Currently Arcadis is providing Fort Lauderdale with Asset Management Roadway Infrastructure Inventory services, Construction Engineering Inspection Continuing services, and Lead and Copper Rule Compliance Program services.

#### Our Value to the City:

- A diverse team of responsive, local resources backed by an extensive network of designers, construction specialists, subject matter experts, and highly qualified specialty subconsultants.
- A Contract Manager with over 25 years of experience under similar continuing services contracts that will assure that your projects are right staffed, scopes and budgets are clear and optimized, delivery goals are met, and project benefits are realized.
- The right qualifications and approach to support the City on your flood risk, resilience and adaptation planning needs, as well as the possibility to serve as your partner on strategic initiatives, including funding, resilience and sustainability.



### Officers/Principals/Key Individuals & Office Locations

Leah Richter, PE: Contract Manager, Plantation, FL

Melissa Pomales, PE: Principal in Charge, Plantation, FL

Melissa Hew, CFM, WEDG: Project Manager, Plantation, FL

Erin Deady P.A., AICP (ELDPA): Deputy Project Manager, Delray Beach, FL

Alex Zelenski, GISP (Clearview): Background Data & Gap Analysis, DeLand, FL

Martin Rossi. PSM (Miller Legg): Survey Lead, Fort Lauderdale, FL

### Key Elements of the Proposal:

### Qualifications

Arcadis stands ready to support this great and unique City in reducing vulnerability to the growing risks from climate change, to ensure a prosperous and resilient Fort Lauderdale for future generations to live, work, play and visit. We are a global leader in climate resilience, and since our inception in the Netherlands over 100 years ago, have been at the forefront of helping many at-risk communities with distinct physical, social, cultural and economic complexities to live with, mitigate, and adapt to changing climate risks. Our hand-picked team is tailored to meet your unique goals for this project, and the gualifications, understanding and approach we present in this proposal is proven through similar successful vulnerability assessment projects throughout the state, and with recent landmark resilience planning projects nationwide including the Miami-Dade Sea Level Rise

"Arcadis served as the lead consultant supporting Miami-Dade County in the development of our Sea Level Rise Strategy. The Arcadis team has deep and extensive expertise on climate adaptation, water resources, and urban planning. We benefited from their experience developing similar plans to adapt to sea level rise in Boston, New York, and other areas up and down the east coast and globally. This experience was instrumental in helping us develop a framework for approaching our own sea level rise planning efforts." Strategy, Climate Ready Boston, and Resilient New Jersey. With a global and U.S. team over 35,000, and 6,000 respectively, our climate resilience practices is supported by subject matter experts in community planning, sustainability, engineering and infrastructure, economics, finance, digital innovation and many more to ensure a holistic resilience lens that addresses the complex interdependent challenges at-risk coastal communities like Fort Lauderdale face.

It is our distinct pleasure to present you with our proposal to conduct this Vulnerability Assessment for the City of Fort Lauderdale. Within our proposal you'll find:

- A summary of our Team's most relevant **experience and qualifications**, including the experience and achievements of the staff hand-selected for this project, and details on similar and related projects
- Our understanding of the project needs, and proposed approach for this project built-off and tailored from frameworks that have delivered successful outcomes for other communities, and that will ensure your goals and requirements are exceeded, the returns for your investment in this project are maximized, and that sets up implementation of the next phases of the City's resilience journey.
- Details on all required administrative items including references, forms and documents.

### Responsiveness

We understand that this project's success requires a strong understanding of local and regional conditions and ready availability to you. Our Team presents a seamless and complimentary assembly of national and international resilience expertise grounded with an unmatched local and regional understanding of the resilience context. Our Team includes local -resilience experts who have been leading (during public service and/or as consultants) resilience efforts in south Florida for decades. Members of our Team have worked in leading roles for the Cities of Miami and Miami-Beach, Miami-Dade County, the Southeast Florida Regional Climate Change Compact, the City of Fort Lauderdale itself, to name a few. Arcadis project teams are agile and flexible. We are specialists in promptly identifying and anticipating a project's needs and guickly committing the appropriate staff, and making that staff available to you.

The contract will be managed from our nearby Plantation office, just minutes from the City's offices and facilities.

"Arcadis has always provided exceptional service, and highly professional staff to assist our needs. Would highly recommend."

Katherine Hagemann, AICP, Former Resilience Program Manager for Adaptation Miami-Dade County

### **Project Management**

We use industry best practices in planning and implementing assigned tasks, starting from initial engagement seeking up-front confirmation and understanding of your goals and objectives, adapting to your expectations, and then implementing via proven resource and project management processes and tools.

### **Subconsultant Partners**

At this critical juncture for the City, we provide specialists in resilience planning, climate modeling and risk assessment, policy development, legal risk analysis, climate mitigation and sustainability, stormwater modeling, built and natural solutions, economic analysis, hazard mitigation and resilience funding, and grant management and compliance, among others. The Arcadis Team (the Team) stands ready to support the City in addressing the very real and present adaptation challenges. We have tailored the Team to directly address each of these challenges:



- Erin L. Deady, PA (ELDPA) South Florida-based Woman-Owned Small Business; a visionary leader in the State in vulnerability assessments, resilience planning, and unparalleled legal and policy subject matter expertise in climate adaptation for state and local government.
- Clearview Geographic Florida-based GIS & data solutions firm providing specialized expertise and experience with resilience planning and climate adaptation in the Florida marketplace.
- Jacobs Engineering Global engineering solutions provider with a downtown Fort Lauderdale office, currently
  conducting roadway infrastructure inventory with LiDAR elevation survey technology for the City and providing
  technical expertise and strategic advisory support as needed.
- Miller Legg Fort Lauderdale, Florida-based and award-winning consulting firm with deep engineering and landscape architecture experience across Broward County and the City, providing surveying expertise for elevation certificates for critical assets/facilities in the community.



### Key Message

- ✓ We know vulnerability assessments in Florida and globally, for all scales. We understand how to operate in highly scrutinized projects. We manage the process efficiently and navigate challenges that can arise such as data collection, security, metadata, and compliance with state law.
- We bring the right team and tools to get the job done. We are technical experts in advanced hydrological evaluations and tools and know how to integrate data from existing complex modeling.
- ✓ We work in diverse communities of all sizes, and we are a diverse team. We work daily solving complex infrastructure challenges in dense areas like the City of Fort Lauderdale.
- We live out the mission of equitable climate adaptation in our work, and understand the importance of proactive communications and inclusiveness.
- ✓ We have been aligning disaster management and recovery with forward-looking resiliency and mitigation for nearly two decades.
- ✓ We know how important this project is especially in light of the historic rainfall of last week. Our key project management team and local office are located in the immediate area.



# **3. Experience and Qualifications**

Arcadis offers the City forwardthinking, cost-effective and sustainable solutions that address today's challenges, and the community's economic and infrastructure future.

### Years of Experience

Arcadis has been working with communities to live with, and adapt to, changing conditions since our inception in 1888. We bring expansive global-scale expertise while honoring the wisdom of the people we are serving. Each project is unique, and the needs of each community are different. We work in an integrated manner to explore and develop innovative, sustainable, adaptable, and equitable solutions, collaboratively. Our unmatched experience in planning, vulnerability assessment, and delivering resilience action plans in southeast Florida, nationally, and globally, demonstrates that Arcadis offers integrated, holistic planning approaches and resilient, adaptable, sustainable, and constructable design. Arcadis has successfully delivered resilience plans and projects in Miami-Dade County, Boston, New York City, Norfolk, New Jersey, Louisiana, Rotterdam, and more. Our Team will not only bring the expertise of experienced and thoughtful engineers, designers, planners, and scientists, but also the collaborative and partnership-building capabilities necessary to work with the City of Fort Lauderdale and its partners for a successful outcome. As a Dutch firm, our history is one founded upon assisting the public sector to meet the challenges of flooding risks and effective water management.

### Integrated Team with Experience Working Together

Arcadis carefully selected a highly qualified team to meet the diverse needs of Fort Lauderdale. Our Team is united in our commitment to vibrant, accessible, resilient, and sustainable communities, with an approach rooted in place-based design and deep community engagement. We believe in social and environmental infrastructure, and multi-purpose investments that provide multiple benefits, enhance the environment and ecology, and bring joy to those benefitting. Combining local, national and global talent across all services, our team members, including Jacobs, Miller Legg, Erin L. Deady P.A, and Clearview Geographics, LLC have shaped precedent-setting places across the nation, including projects such as Climate Ready Boston, Seaport and Financial District Climate Resilience Master Plan (Lower Manhattan), the Louisiana Coastal Master Plan, the Louisiana Watershed Initiative, three different regions for Resilient New Jersey, and the Miami-Dade Sea Level Rise Strategy. Our integrated team is founded on established working relationships, and having worked on numerous projects together, we will seamlessly integrate our individual strengths to deliver for the City, carrying your visions and concepts through implementation. We will bring lessons learned from our collective work as we partner with you and your critical communities, to develop a comprehensive Vulnerability Assessment and Resilience Action Plan.

### **Florida Specifics**

Arcadis' Florida practice is supported by 350 professionals among eight offices. We have a strong team of Florida and national professionals consisting of engineers and architects, scientists, financial and public management professionals, urban and transit planners, resilience planners,

coastal modelers, Certified Floodplain Managers (CFMs), and disaster recovery professionals with intimate knowledge of federal recovery programs.

#### 8 OFFICES ACROSS FLORIDA

- Pensacola > Sarasota
- ▶ Tallahassee ▶ Boynton Beach
- Jacksonville > Plantation
- Tampa 
  Maimi

### **Florida Clients**

The below graphic provides the City with an overview of examples of our local municipal clients as well as state level clients. In this sense, we are well-acquainted with local municipal clientele, and as such prepared to provide a high level of service to the City. Our Team has completed climate change assessments, flood modeling and analysis, and provided planning services throughout the United States and across the globe. With our deep Dutch roots in working with water, our Team and resources are unmatched. Our Team has worked on dozens of projects throughout Florida. With offices across the state, this work hits close to home for the hundreds of team members that also call this region 'home'.



### **Past Project Experience**

# Experience, qualifications, and background for providing climate change vulnerability assessments and resilient action plans for local governments

The Arcadis team includes local and global leaders in climate resilience and mitigation specifically selected for their expertise, experience, and commitment to the objectives of PBC's resilience and climate mitigation efforts. Table 1 includes projects that staff proposed for this RFP have led and contributed to, while indicating which projects included the CDBG-MIT and Resilient Florida required deliverables. The table includes links to deliverables and more information about the projects. This submittal also includes printed deliverables (attached) and detailed descriptions for Miami Dade's Sea Level Rise Strategy and Resilient New Jersey projects. The projects listed below only include those that proposed team members have led or supported.

PROJECT EXAMPLE (LINKS FOR MORE INFORMATION) * Project description included	<ul> <li>Climate Ready Boston</li> </ul>	<ul> <li>Climate Ready South Boston</li> </ul>	Climate Ready East Boston <sup>1</sup> / Charlestown	* Resilient NENJ *	Resilient RRBC <sup>4</sup>	<ul> <li>NYC Stomwater Restience / NYC Climate Adaptation</li> </ul>	Miami Dade SLR Strategy 🏞	Louisiana Coastal Master Plan <sup>10</sup> / Louisiana Watershed Initiative <sup>11</sup>	Resilient Nantucket <sup>11</sup>	Thrive Indianapolis*	Resilient Wilmington **	Monroe County *	Martin County	City of West Palm Beach *	City of Pensacola *
Firms involved (A = Arcadis, E = Erin Deady Law, J = Jacobs). Role (L = lead, S = support)	٩٢	٩٢	AL	٩٢	AL	AL	AL	AL	AL	AL	AL	ЕS	ES	ES	ES
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A list of proposed projects to address flooding and sea level rise	IJ	อ	۵	۵	ឆ		Ð	a	٥		ŋ	8	B	a	e

1 https://www.boston.gov/sites/default/files/embed/2/20161207\_climate\_ready\_boston\_digital2.pdf

<sup>2</sup> https://www.boston.gov/departments/environment/climate-ready-south-boston

<sup>3</sup> https://www.boston.gov/sites/default/files/file/2022/08/Coastal-Resilience-Solutions-for-East-Boston-and-Charlestown-Phase-II-August-2022.pdf

\* https://www.resilient-nj.com/resource-library/

5 https://resilientnewjersey.com/

6 https://resilientnj-accr.com/

<sup>7</sup> https://climate.cityofnewyork.us/initiatives/adaptnyc/

\* https://miami-dade-county-sea-level-rise-strategy-draft-mdc.hub.arcgis.com/

<sup>9</sup> https://www.chicago.gov/city/en/sites/climate-action-plan/home.html

10 https://coastal.la.gov/our-plan/2017-coastal-master-plan/

" https://watershed.la.gov/

12 https://www.boston.gov/environment-and-energy/heat-resilience-solutions-boston

<sup>13</sup> https://www.nantucket-ma.gov/DocumentCenter/View/40278/Nantucket-Coastal-Resilience-Plan-PDF

\* https://www.bethlehem-pa.gov/Public-Works/Climate-Action-Plan

<sup>15</sup> https://static1.squarespace.com/static/5fd7a2f03c3ad531f41de6bb/t/61d34dbbce068324cc31cda6/1641237975129/2019CPSR001-

ThriveIndianapolis-web.pdf

<sup>16</sup> https://www.wilmingtonde.gov/home/showpublisheddocument/10643/637846654834170000

17 https://www.myoldsmar.com/1027/Climate-Resiliency-Plan

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### Past Project Experience Continued

New York City Climate Adaptation Roadmap Mayor's Office of Resiliency, NY



Arcadis led an assessment of climate impacts to guide the development of the NYC Climate Adaptation Roadmap, which serves as a guiding framework for both near-term City-led initiatives and long-term goals and prioritizing adaptation strategies for building a more resilient New York City. The impact assessment addresses a wide range of climate hazards, including extreme heat, coastal flooding, tidal inundation, heavy downpours, high winds, groundwater emergence—as well as identification and prioritization of resiliency strategies, and policymaking. Arcadis deployed a variety of analytical tools to assess the physical, social, and economic impacts of each hazard qualitatively and quantitatively, as well as cumulative and compounding risks. The analysis provided citywide and neighborhood-level results through 2100, to develop a comprehensive understanding of the climate risks NYC faces, and how to prioritize action from neighborhood to neighborhood, over time, and between hazards.

#### Ability to Meet Time & Budget:

The NYC Climate Adaptation Roadmap was completed on time and on budget due to our strong project management processes. Staff proposed for this assignment led this project. Completed 2021. Climate Ready Boston and South Boston City of Boston, MA



Arcadis, in collaboration with Sasaki Associates and HR&A Advisors (the CRB Team), and supported by the University of Massachusetts Boston and Woods Hole Group, was selected by the City of Boston Office of the Environment to lead the technical assessment, design and communications support for the Climate Ready Boston (CRB) Initiative. Building upon the City of Boston's Climate Action Plan, CRB has been described as game changer towards the City being better equipped to face the risks exacerbated by climate change. The report has also been used as a critical communication tool: providing radical transparency related to the risk and consequences of inaction and empowering the city and its stakeholders to take specific, implementable actions.

Arcadis subsequently worked with the City to create a detailed resilience plan for the South Boston neighborhood, working in coordination with key stakeholders to develop an understanding of the key risks and potential approaches for mitigation risk over time. The team was able to define and rank alternatives for the near- and long-term coastal flood defense, provide cost estimates and an implementation roadmap, articulate regulatory and permitting challenges along with possible solutions and next steps, and recommend funding and finance strategies for each project step. This work culminated in the release of the final report Coastal Resilience Solution for South Boston. Since project completion, multiple stretches of the project have been advanced to the next stage of implementation.

#### Ability to Meet Time & Budget:

Arcadis has completed multiple Climate Ready Boston assignments, including Climate Ready Boston, Climate Ready South Boston, Climate Ready East Boston Phase 2, and Climate Ready Charlestown Phase 2. Our team completed all projects on time and on budget due to our strong project management processes and client and stakeholder coordination. Staff proposed for this assignment led this project. Completed 2016, 2018, 2021.



### Scan me

Link: https://www.boston. gov/sites/default/files/ file/2019/12/02\_20161206 executivesummary\_ digital.pdf



Link: https://www.boston. gov/sites/default/files/ embed/file/2018-10/ climatereadysouthboston\_ final\_report\_v11.1s\_web.pdf

Scan me

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Nantucket Coastal Resilience Plan Town of Nantucket Natural Resources Department, MA



Arcadis led the development of the Nantucket Coastal Resilience Plan — the community's first island-wide resilience plan that will serve as a roadmap for capital investment and community engagement around sea level rise and related risks. Initial phases of the project included community engagement and an island-wide risk assessment for coastal and near-coastal areas that are threatened by coastal flooding and erosion, and how these threats will increase with projected sea level rise in the decades ahead. Community engagement included working with 20+ Town departments and private organizations and convening multiple public open houses. Based on detailed technical analysis and community input, Arcadis developed over 40 recommendations for structural, nature-based, and policy approaches for advancing coastal resilience and risk reduction, as well as implementation guidance to the assist the Town in delivering these projects over the next 15 years.

#### Ability to Meet Time & Budget:

The Nantucket Coastal Resilience Plan was completed on time and on budget due to our strong project management processes. Staff proposed for this assignment led this project. Completed 2022. Resilient Northeastern New Jersey New Jersey Department of Environmental Protection, NJ



Resilient NENJ's study area includes over 700,000 residents and millions of visitors, workers, and people who pass through the region every year. The area includes Newark, Bayonne, Jersey City, and Hoboken, which contain some of the oldest infrastructure in America. Over 46 million people fly through Newark's airport in a given year and more than that number cross the bridges to and from New York City. The area's ports alone employ over 200,000 people. The region is extremely diverse and rich in culture, with ten languages prioritized for translation of key outreach materials based on available language data, community-based organization feedback, and Steering Committee input. Despite all this, the region is also characterized by significant poverty, social vulnerability, and social and environmental injustice communities. Before the pandemic, over 30% of Newark's population lived below the poverty line.

There are over 1,800 known contaminated sites in the region, and the entire area is in the 90th to 100th percentile for cancer risk from air toxins. On top of this, the region is plagued with chronic flooding from stormwater and combined sewer overflows, significant impacts from urban heat island effect, and risk of coastal storm surge. In the first summer of the project assignment, some neighborhoods flooded at least four times.

The second summer, the region was hit with a drought and dangerous heat wave. Below are some key highlights about the engagement process and how the process included direct involvement from vulnerable populations and worked to bridge the digital divide, despite being entirely executed during the pandemic.

First, the process centered those who might affect or be affected by the planning process or its outcomes and brought in individuals to specifically ensure that the process continually evolved to keep people at its center. Figure 3 demonstrates a tool the program used to center the engagement process on intended project beneficiaries. This tool came into play at the very beginning of the project and helped fill in gaps in the steering committee's initial list of known stakeholders. To help the process accomplish the goal of reaching intended project beneficiaries, NENJ included two community-based organizations as part of the region team and steering committee, and also formed a community advisory council (CAC) to help oversee and steer the process.

The CAC consisted of 12 paid community members who represented the diversity of the communities represented, across age ranges (from high school to elderly retiree), ethnicities, races, and socioeconomic backgrounds, with deep connectivity to their communities and intended project beneficiaries (in addition to representing intended project beneficiaries, themselves). The project team also developed a relationship with ASL and Spanish translators who joined every community meeting and worked with them to help them understand key concepts to be discussed. Spanish speaking team members also participated to help increase dialogue with Spanish speaking community members, and the team conducted outreach to key Deaf and Hard of Hearing organizations in the region and State to engage them in the process. Meeting recordings, key project deliverables, and key engagement materials were translated into Spanish, with additional key engagement materials translated into ten languages (including Spanish).

#### Ability to Meet Time & Budget:

Resilient Northeastern NJ was completed on time and on budget due to our strong project management processes. Staff proposed for this assignment led this project. Completed 2022.

# Jacobs Engineering Example CVAs and Adaptations Include:

JEA Wastewater/Water System Resilience Assessment Plan and Program, FL Jacobs was program manager for a \$1.4M Comprehensive Resilience Plan, an action-oriented guide for long-term reliability and resilience of JEA utilities. They identified flood risks, developed and prioritized adaptation and mitigation strategies for 176 high-risk facilities. We're now performing a vulnerability assessment and adaption plan for JEA's power facilities. Staff proposed for this assignment led this project.

#### South Florida Military Installation Resilience Review (MIRR)

Project included CVAs for the communities that surround the installations in Monroe, Miami-Dade, and Broward Counties. Staff proposed for this assignment led this project. Miami-Dade County Water and Sewer Department (WASD), Ocean Outfall Legislation Program, FL As delivery partner, Jacobs initiated this long-term, \$2.6B program by modeling the extent of flood inundation due to sea level rise, storm surge and extreme rainfall, evaluating risk to WASD facilities, and developing design criteria for flood control elevations and capital projects for facility hardening. We're now managing more than 26 major utility improvement projects with the updated design standards. Staff proposed for this assignment led this project.

Completing vulnerability assessments for **Port Canaveral** and the **Historic Greynold's Park Sea Level Rise Flood Mitigation Strategy.** Staff proposed for this assignment led this project.

### Erin L. Deady P.A. and Clearview Geographics, LLC Experience Includes:

Vulnerability Assessment, Monroe County, FL



ELDPA has led the County's resilience planning efforts supporting staff since 2013 and developed the Resilience Planning Grant R2111 awarded to Monroe County to update its original vulnerability assessment (VA) conducted in 2015. For this 2020-2021 work, ELDPA led the team, which also included Clearview, performing habitat

analysis (one of the only VAs to perform that analysis to date) among other modeling efforts. Using a baseline GIS database containing building elevation certificates, planning-grade sea level adjusted floodplains, and local sea-level-rise tide projections, the team identified multiple climate-driven vulnerabilities and provided visualizations of potentially flooded infrastructure in 2040, 2070, and 2100. The team conducted the GIS analysis to identify potential vulnerabilities with consideration of natural areas, assets, and infrastructure, as well as the social fabric of the community.

Multiple modeling tools were used including SLAMM, Hazus and other GIS based tools. The project team also created a story map of the project methods and results. Modeling change in habitat and mangrove encroachment, the team identified habitats that are especially vulnerable to rising sea levels. These data served as a foundational component for identifying the County's adaptation action areas. Staff proposed for this assignment led this project. City of Pensacola Vulnerability Assessment, FL



ELDPA and Clearview prepared the VA for the City of Pensacola through Resilience Planning Grant R2116. The VA presents an updated analysis of the City of Pensacola's vulnerabilities, with a particular focus on ecological and social vulnerabilities to guide future planning efforts. The project team developed stormwater project recommendations for the city, both to guide adaptation measures based on the VA and to improve the quality of future assessments. Clearview developed several map books and corresponding GIS data detailing the NOAA level rise projections. Using a 2040, 2070, and 2100 planning horizon and the NOAA Intermediate High and Intermediate Low flood projections in an analytical model that assigned a ranked priority based on timeline to impact and estimated water depth for the critical assets, areas, and infrastructure. Additionally, Clearview identified Priority Planning Areas and a stormwater project priorities list for retrofitting outfalls with tide valves. Staff proposed for this assignment led this project.

#### City of West Palm Beach Vulnerability Assessment, FL



ELDPA and Clearview are preparing the VA for the City of West Palm Beach through a Resilience Planning Grant. The VA presents the City's first Vulnerability Assessment that will comply with the new Resilient Florida criteria, with a particular focus on infrastructure readiness and social vulnerabilities to guide future planning efforts. The project team has also developed 6 successful Resilient Florida grant applications for the City over the last two years for drainage, lift station hardening, underground utilities hardening (2 phases), tidal valves and a supplemental planning to expand the outreach and other elements of its Vulnerability Assessment planning process. Through the grant application process, Clearview has already developed several map books and corresponding GIS data detailing the NOAA level rise projections. Using a 2040, 2070, and 2100 planning horizon and the NOAA Intermediate High and Intermediate Low flood projections in an analytical model that assigned a ranked priority based on timeline to impact and estimated water depth for the critical assets, areas, and infrastructure. Staff proposed for this assignment led this project.

### Sustainable Business Practice



Sustainability is one of our core values and we are reducing our impact on the world and improving quality of life every day. We actively take steps to reduce our environmental footprint and have reduced our total carbon footprint by 25% per full time employee over the last five years. Our goal is to achieve carbon neutral operations globally. We measure and report our progress towards our sustainability goals on a yearly basis in our Integrated Annual Report and Carbon Disclosure Project disclosure.

As a design and consultancy firm, Arcadis recognizes that the biggest impact we can have on the world is through the projects we complete for our clients. Therefore, we seek to understand each client's sustainability objectives and integrate them into each of our projects. Our goal is to deliver innovative sustainable solutions to our clients, solving their most complex challenges. Arcadis is a Charter member of the Institute for Sustainable Infrastructure (ISI), as well a Platinum member of ISI's Envision Leadership Circle, and a Platinum member of the US Green Building Council. We currently employ over 60 Envision Sustainability Professionals (ENV SPs) and over 150 LEED Certified professionals who apply their knowledge of sustainable building and infrastructure practices to our projects.

### **Business Structure**

Arcadis U.S., Inc, is owned 100% by Arcadis North America, Inc., a Colorado corporation.

#### ARCADIS U.S., INC. ENGINEERING FIRM: License Registry No. 7917

PLEASE NOTE: Florida engineering laws changed on October 1, 2019 regarding firm licensure. Firms are no longer required to obtain a license; however, must gualify through a PE/Officer. Information on the company will appear under that individual's license through the FL DBPR's site. Gustavo Suarez is the PE qualifier for the firm.



Contact Person. Leah K. Richter, PE T. 954 525 2499 E. Leah.Richter@arcadis.com



### Other Pertinent Information

### **Relative Firm Size**

Arcadis	At-a-Glance
Over <b>6,000</b> U.S. Employees	Firm Ownership Arcadis U.S., Inc., is owned 100% by Arcadis North America, Inc., a Colorado corporation
Working in 120+	Project Office 150 S. Pine Island Suite 315 Plantation, FL 33324
Offices across U.S.	Corporate Headquarters
Over 35,000	630 Plaza Drive Highlands Ranch Colorado, CO 80129
team members worldwide	Contact Person Leah K. Richter, PE T: 954.525.2499
More than	E: Leah.Richter@arcadis.com
\$4.2 Billion in revenues	Organizational Structure Arcadis U.S., Inc. is a corporation registered in the State of Delaware, and a subsidiary of Arcadis N.V., a Dutch company (founded in 1888).

#### A Local, Responsive Office

Less than 8 miles from the City's offices and facilities, the Arcadis team located in our Plantation office includes 20 professionals backed by 350 in the State of Florida. Our Team has nearly 200 professionals in Broward County. Arcadis is an agile firm that can respond quickly and deliver projects efficiently.



Recently, Arcadis was selected by the City to lead the following projects: Lead and Copper Rule Revision (LCRR) Compliance and the Construction Engineering Inspection (CEI) Services contracts.

### **Flood Risk Calculator**

#### Overview

There is a very real need to effectively clarify and communicate flood risk, the consequences of inaction, and the benefits of resilience actions, particularly considering that these benefits and costs tend to be realized over time. This communication need has expanded over time; what started as being central step in the federal decision-making process regarding funding local governments and private institutions has now become a holistic public and stakeholder communication tool, used to evaluate risk and vulnerability, loss avoidance, alternatives evaluations, and life-cycle analysis.

#### Users/Audience

The Flood Risk Calculator is a tool that facilitates Arcadis's resilience and water management service offerings, but can be used to evaluate a single site, facility, or campus and neighborhood, city, or regions with the same level of detail and confidence as a site-specific analysis.



### Funding and Grant Management

We offer a proactive and innovative approach to funding and grant management that ensures proper expenditure of funding. Arcadis assists our state-level clients with the management of both state and federal pass-through grant funding, as well as with the application, management, and reporting of SRF loans. Grant management activities include technical assistance, eligibility reviews, project reporting and monitoring, processing agreements, requests for reimbursements, maintenance of records, and project/ program closeouts. Arcadis is committed to helping our clients continually improve programs and processes. We offer methods to improve efficiency and effectiveness of state-level grant programs through the development of standard operating procedures. Over the past 10 years we have secured more than \$10 billion in federal grant and programmatic funding for resilience related and infrastructure projects. As the figure below shows, we have secured over \$100M in federal grants for our Florida clients in the past 10 years.

#### **Florida Funding Expertise**



successfully obtained for our clients

Funding

Successful applications submitted on our client's behalf

Over

200

FEATURED SUCCESS STORIES DC WATER & SEWER ITHORITY BLUE PLAINS FLOODWALL NEW YORK CITY HUNTS POINT FOOD ECURITY MITIGATION PHEADELPHIA COHOCKSINK FLOOD MITIGATION NEW YORK CITY SEAPORT COASTAL RESILIENCE PROJECT \$14.7M \$25M \$50M in Federal Funds in Federal Funds in Federal Funds

Re

S

\$25M

In Federal Funds

#### 3. EXPERIENCE AND QUALIFICATIONS

### Additional Support We Can Provide

#### Advanced Data Capture, Analysis and Reporting

Arcadis maintains a multi-disciplinary Drone team consisting of over 20 FAA-certified pilots, surveyors, remote sensing specialists, data analysts, and GIS experts. Each of our Drones are registered with the FAA and fully insured. Drone technology allows our clients to enhance data analytics and expedite decision making and various applications can be relevant to the purpose of the vulnerability assessment, including data collection to cover data gaps and mapping and modeling of key infrastructure assets.

Advanced analytics and visualization can be supported through application of artificial technologies. During a workshop at the UN Water Conference in March 2023, Arcadis co-organized a workshop with leading international academic partners. The team assessed the impacted Flushing Creek neighborhood in New York during hurricane Ida and crafting resilience approaches by bringing multi-stakeholder planning strategies together to a high level integrated plan utilizing AI technologies (Figure A).



Figure A. Preparations for a digital twin by Arcadis of 2 emergency barriers. The use of a drone gives insight into the state of the object. Below, an AI generated resilience strategy visual of the Flushing Creek area in New York to mitigate extreme precipitation.



#### HydroNET

Arcadis brings the opportunity to implement HydroNET, a scalable web-based operations platform that enables water managers to solve pressing water issues related to floods, droughts, salination, water security, and water quality. HydroNET is a Software as a Service (SaaS) solution that empowers intelligent data processing, as well as tailored models and scripts based on our client's needs. The HydroNET decision support platform enables combining weather, water resources, and climate data with models and system knowledge to generate plans, personalized dashboards to track and monitor data and project progress, forecasts and warnings, all tailored to the needs of the City.



Examples of HydroNET applications to enhance operational control, emergency management, community communications, water resources planning, and flood risk management.

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### **Team Organization**

Below is an organizational chart for our Team followed by brief biographies of key personnel on the following page. Key Personnel Resumes can be found in Appendix A.



- e Community Engagement Lead "Kary Outreach – \*Ajani Stewart, CFM (A)
- Fort Lauderdale Local Outreach & Engagement Teaming Partner Garth Solutions, Inc. (GSI)

#### **Key Personnel Summaries**



#### Leah Richter, PE | Project Officer

Ms. Richter has a diverse background in program management, business advisory and more than 25 years of experience in utility consulting services and civil engineering. She specializes in assisting municipal clients with managing their planning, operational and capital program needs. Her experience includes project management and delivery, risk and resilience assessments, vendor procurement, contract compliance, regulatory permitting, public outreach, annual reporting to bondholders/ trustees, litigation support services, environmental compliance and operation and maintenance evaluation. Ms. Richter serves as project manager and project officer for several large utility management and financial consulting contracts, including for the preparation of multiple revenue bond issuances totaling more than \$4 billion. Ms. Richter currently serves as Arcadis's Southeast Florida Operations Leader and is located in our Plantation office, just minutes from the City to provide rapid response to any request.

#### **Key Personnel Summaries**



#### Melissa Hew, CFM, WEDG | Project Manager

Ms. Hew is Senior Consultant with Arcadis' Urban and Coastal Resiliency practice, combining her technical background and leadership experience in the public sector for the City of Miami to provide robust project management and strategic advisory support to diverse clients. She has extensive experience in leading resilience planning and climate adaptation and mitigation projects and initiatives, partnership and capacity building, and equitable stakeholder engagement for projects and programs of all scales. She has been successful at managing and building relationships with internal and external stakeholders, community partners, elected officials, and residents to achieve strategic resilience goals. Her project experience includes the areas of watershed planning, vulnerability assessments, nature-based infrastructure, climate adaptation, sustainability, and environmental protection.



#### Erin L. Deady, Esquire, P.A., AICP | Deputy Project Manager (ELDPA)

Ms. Deady has significant management experience on numerous complex projects involving climate legal, policy and planning elements including vulnerability analyses and integration of adaptation responses into Comprehensive Plans. Ms. Deady has worked on numerous sustainability, climate and energy planning efforts around the state for large and small local governments. Ms. Deady has published numerous articles and resources related to the planning and legal issues surrounding resiliency and adaptation planning strategies. A cornerstone of this experience includes the development and implementation of public engagement and outreach strategies to support local government policy and decision-making processes.



#### Susy Torriente | Technical Advisor (Jacobs)

Susy Torriente has experience directing and leading interdisciplinary teams as assistant county/ city manager and chief resilience officer. She will be responsible for the integration of deliverables from our team of experts. Over the last ten years, Susy has led and coordinated seven city/county sustainability, climate change, strategic, vision plans and resilience strategies, as noted in her resume included in this proposal. As a founding member of the Southeast Florida Regional Climate Compact staff steering committee, she participated in both regional climate action plan development and a variety of regional climate resilience training opportunities.



#### Carly Foster, AICP, CFM | Technical Advisor

Ms. Foster is the Principal Resilience Planner for Arcadis North America's Water Management region. She is responsible for ensuring that Arcadis understands and is capable of responding to and proactively problem solve city, state, infrastructure, and private sector resilience needs. Carly has been integral to the funding of more than \$4 billion in resilience-related projects and has helped create resilience programs from the ground up at scales from individual facility, to organization, to neighborhood, to city, to region, to state. Her expertise spans initial problem identification and risk quantification, stakeholder engagement, solution development—whether policy, programmatic, or physical in nature, implementation planning and support, benefit cost analysis, funding, program, grant, and project management, training and capacity building, curriculum development, and post-disaster loss avoidance assessment. She orchestrates project identification, implementation and grant management from early goal setting all the way through project close-out and evaluation.

#### **Key Personnel Summaries**



#### Edgar Westerhof | Technical Advisor

Mr. Westerhof is Vice President with Arcadis and serves as North America Adaptation Solution Lead. Edgar is a water engineer and planner with 23 years of experience in urban water management. Following his move to the US from the Netherlands in 2012, Edgar led the Arcadis participation in the international HUD Rebuild by Design competition post Sandy, including the winning BIG U plan for the protection of Lower Manhattan. Edgar was the Rockefeller Foundation 100 Resilient Cities participation and contributed to numerous city resilience strategies. He recently joined ASCE Foundation to lead the international Climate Adaptation Working Group. Edgar is a faculty member with Pratt Institute and is contributing author of the book Blue Dunes (Columbia) and Adapting Cities to Sea Level Rise (Island Press).

#### Jason Bird CFM | Technical Advisor (Jacobs)



Jason Bird, CFM is the Florida Resilience Leader and the US South Water Resources Regional Solutions Lead at Jacobs. Mr. Bird uses his 22+ years of experience to help communities reduce risk and improve their resilience to severe weather and climate threats. His experience ranges from developing climate scenarios, evaluating vulnerabilities and risk, and identifying adaptation strategies to protect critical infrastructure for coastal and inland communities, including buildings, utilities, stormwater management and transportation systems/facilities. As the former United Nations ARISE US Network Chair, Mr. Bird has been involved in development of tools to evaluate and promote disaster risk reduction and enhance collaboration between public and private organizations, to enhance broader system performance and build community resilience.



#### Ajani Stewart, CFM | Key Stakeholder Engagement; Project Identification & Prioritization

Mr. Stewart is experienced in project management and leading multi-disciplinary teams. He has been practicing in the areas of resilience, sustainability, and environmental protection in Florida for over 20 years. He also has extensive experience in partnership and capacity building, stakeholder engagement, and FEMA Hazard Mitigation Assistance (HMGP/FMA/BRIC) programs.



#### Heather Sprague, PE | Critical Asset Inventory; GIS/Mapping & Risk Quantification; VA & Final Report Compilation

Ms. Sprague specializes in hazard analysis and process automation in the Arcadis Resiliency group. Her educational background has provided her with a strong understanding of sustainable design practices and the importance of ecological reconciliation. While with Arcadis, Heather has focused on a variety of projects involving risk and vulnerability assessments, economic analyses, storm surge modeling, and levee overtopping analyses. She has co-authored numerous technical memoranda and reports and has utilized a variety of engineering software and programming languages throughout her academic and professional career.



#### Nick Irza, PE | GIS/Mapping & Risk Quantifications; VA & Final Report Compilation; Adaptation Toolkit Development

Mr. Irza has six years of professional experience encompassing coastal modeling, coastal resiliency, and water resource engineering projects for a variety of public- and private-sector clients. His water resource engineering project experience includes hydrologic, hydraulic and scour analyses for bridge replacement and construction projects; storm sewer design and modeling for roadway reconstructions; forensic analyses of historical flood events; flood forecasting systems; FEMA letter of map revisions and flood mapping; stormwater master planning; and hydrologic and hydraulic impact analyses for development projects. His coastal engineering project experience includes hydrodynamic and wave modeling for floodplain remapping and resiliency planning studies and scour analyses for coastal bridges and pipelines. Mr. Irza is proficient with a variety of software packages, including ADCIRC, SWAN, Delft 3D, HEC-HMS, HEC-RAS, XP-SWMM, Python, and the ESRI mapping suite.

#### **Key Personnel Summaries**



#### Paul Walansky, PE | Adaptation Toolkit Development

Mr. Walansky is a Principal Water Engineer with professional experience in the project management, design, and construction management of various coastal and water resource design projects. His engineering background includes inspection and condition assessment of marinas and water control structures, cost estimating, flood studies, pump station design, bridge scour analysis, economic analysis, port feasibility studies, port reconstruction, fishing pier design, retaining wall design, wetland restoration, reservoirs, stormwater treatment areas, flow equalization basins, public recreation area design and specifications. Niche expertise in water resources planning and design, and familiarity with relevant regulatory and environmental requirements.

#### Seth Magden | Compliance/Federal Funding



Based in New Orleans, Louisiana, Mr. Magden brings more than 17 years of experience working with federal funds supporting state and local government, community groups, nonprofit organizations, and private sector partners in developing, implementing, and leading planning, visioning, recovery and community development program initiatives. His work has predominantly involved FEMA (IA, PA, HMGP, BRIC) and HUD (CDBG-DR/MIT) funded programs as well as initiatives funded under the American Rescue Plan Act (ARPA). Seth was heavily involved in the HUD-funded National Disaster Resilience Competition with multiple (awarded) clients in the planning and visioning competition, as well as implementation. He has served the States of California, New York, Louisiana, Florida, and the Puerto Rico Department of Housing, where he led the team to design and implement \$20.2 billion in recovery funding, providing full support on grant management and regulatory compliance. For the State of Florida Department of Economic Opportunity (DEO), he served as Principal/Program Director, leading the successful start-up and launch of the Rebuild Florida Michael Housing Repair and Replacement Program (HRRP) from 2020-2021 in the Florida Panhandle. From 2021-2022 he led the start-up and launch of the Homeowner Assistance Fund (HAF) program for the State of Louisiana Office of Community Development.



#### Chris Glonginger | Media Relations

Mr. Gloninger has been a broadcast meteorologist for 16 years. He excels in taking complex subject matter and applying creative strategies to make it easy for the general public to relate to and understand. He has helped develop, implement and manage the special project, website and social media strategies for climate change coverage for multiple stations. He launched the country's first weekly news series on climate change and has developed, produced and hosted two 30-minute documentaries focused on environmental social justice communities and renewable energy. In 2018, he received his M.S. in Emergency Management with a focus on climate mitigation and adaptation. He is a board member on the broadcast board for the American Meteorological Society reviewing the critiquing the communication skills of meteorologists across the country.



#### Karen A. Riley, Esq. | Equitable Community Engagement Lead

Ms. senior leader with a strong background in organizational leadership, Karyn A. Riley, Esq. is skilled at leading teams and developing creative solutions to proactively address complex problems. She has executive-level experience in administration and operations, stakeholder engagement, government relations, communications and corporate law. With broad competencies in program development, strategic planning and project management, Karyn has transformed organizations and processes. She has been recognized for her accomplishments while serving in highly visible professional and civic leadership roles and is a sought-after presenter on topics related to leadership, advocacy and equity.

#### Subconsultant Personnel Summaries



#### Martin Rossi, PSM | Survey Lead (Miller Legg)

Martin Rossi, PSM is a Senior Project Surveyor with more than four decades of surveying and subsurface utility engineering (SUE) experience. His principal areas of experience include surveys such as boundary, topographic, ALTA/ACSM land title surveys, elevation certifications for flood risk, quantity, environmental and wetland, condominium, construction layout, as-built, right-of-way, specific purpose and subdivisions and platting, as well as subsurface utility engineering (SUE). Mr. Rossi currently manages the South Florida survey department and field crews and is an Associate with the firm.



#### Sandro Elvir, CST | | Drafting/CAD (Miller Legg)

Sandro Elvir, CST I, Senior CAD Technician, has more than 22 years of professional surveying experience ranging from field crew chief to survey manager overseeing survey crews. His areas of expertise include land surveying, boundary, topographic, ALTA, control surveys, utility surveys, 3D Radar Tomography, GPS, route surveys, legal descriptions, laser scanning, elevation certifications for flood risk, and construction layout calculations. He is experienced in AutoCAD, Civil 3D, Cyclone and CloudWorx, and Trimble Geomatics Office. Prior to joining Miller Legg, Mr. Elvir was Survey Coordinator Manager with another South Florida surveying firm for 15 years.



#### Gerald Edelman, CST I | Survey Party Field Chief (Miller Legg)

Since joining Miller Legg, Gerald Edelman, CST I, Survey Party Chief/CAD Technician, worked his way up from Rod Person to Survey Party Chief. He has experience working with both surveying and subsurface utility engineering (SUE) projects for public entities throughout South Florida. His experience includes boundary, topographic, right-of-way, as-built, special purpose surveys, elevation certifications for flood risk, cross sections, drainage surveys, construction surveys, and a variety of other surveys.



#### Jason Evans PhD. | Background Data & Gap Analysis; Critical Asset Inventory; Exposure & Sensitivity Analysis; VA & Final Report Compilation (Clearview Geographic)

Mr. Evans is trained as a landscape and systems ecologist with a high level of expertise in dataset development, spatial modeling, and flood hazard vulnerability assessments using geographic information systems (GIS). Since 2011, Mr. Evans has served as principal investigator or co-principal investigator for fourteen separate projects that focus on coastal flooding vulnerability and adaptation across coastal Georgia, Florida, South Carolina, and North Carolina. Several of these projects have focused on identifying vulnerability of stormwater systems to sea-level rise and increasing precipitation.



#### Alex Zelenski, GISP | Background Data & Gap Analysis; Exposure Sensitivity Analyses (Clearview Geographic)

Mr. Zelenski has significant geographic information systems (GIS) and environmental consulting experience on numerous projects including resiliency, sustainability, vulnerability assessments, and public engagement to support local government planning initiatives both within and outside of Florida. Mr. Zelenski has direct experience creating climate-risk models to serve as the basis for vulnerability assessments, resiliency plans, and has leveraged them to identify both Priority Planning Areas and Adaptation Action Areas in at least three municipalities.

Mr. Zelenski has 8 years of experience developing geographic information systems to enhance resilience and climate planning.



# 4. Approach and Scope of Work

### **Project Understanding**

More than 24 inches of rain fell in 24 hours in Fort Lauderdale on Thursday, April 13, 2023. Prior to April 13th, Key West, Florida, held the official record for the most rain the state has seen in a consecutive 24-hour period. It was drenched by 23.28 inches on Nov. 11-12, 1980. It is likely that Fort Lauderdale holds a new record following the torrential rains on April 13th. The data will be analyzed by the National Oceanic and Atmospheric Administration (NOAA) to determine whether a new record was broken, but regardless of the outcome, it was truly a historic event for Fort Lauderdale. Roads turned to rivers and air travelers were grounded as the National Weather Service in Miami issued a rare Flash Flood Emergency calling for "life threatening flooding."

The scale of the April 13th flash flood event was beyond a 1-in-1000 year event, or a 0.1% chance of occurrence. In fact, if you take the amount of rain observed over 24-hours and spread it over a ten-day span of time, it would still be a 1-in-100 year event or a 1% chance of occurrence. What was an anomalous event will become increasingly likely in the future. As the atmosphere warms, it contains more moisture and manifests itself in heavier rain. For every degree of warming the atmosphere holds 7% more water vapor. The region also must prepare for sea level rise and storm surge flooding. About 10,500 residents live within 3 feet of sea level, jumping to over 103,000 within 6 feet. In addition, sea level rise is projected to accelerate through 2100, with increases of 9 to 24 inches expected in the next 50-years, thereby further exacerbating the risk from heavy precipitation, surge, and tidal flooding

events. The impacts from these changes will extend far beyond damages to property and infrastructure and will adversely threaten the city's environment and water quality, social and cultural fabric, and the critical economic drivers emanating from Fort Lauderdale with far-reaching regional impacts. The mean average annual temperature in Fort Lauderdale has climbed by 2.7 degrees Fahrenheit since 1913. By 2030, it's expected that the area will average 90 days per year that the temperature reaches or exceeds 90 degrees. These increasing climate risks, coupled with ever-growing development and aging infrastructure that cannot cope with current, much less future conditions, places the city in an acutely vulnerable position unless appropriate and urgent action is taken.

Our proposed vision for this project is to provide the City of Fort Lauderdale with a comprehensive and accurate Vulnerability Assessment (VA) that meets the criteria in Section 380.093, F.S. as well as the requirements of the City's grant agreement with FDEP. In addition, we intend to deliver a VA that maximizes value to the City from the available budget; and ultimately identifies critical adaptation projects that qualify for further state funding but are also aligned where possible with the unprecedented levels of federal resilience and funding. The need to fund the implementation of such projects, and thereby reduce the city's risk from sea level rise and flooding, has never been more acute in the wake of April's historic flooding event. Our team also understands the critical importance of all project activities and deliverables must be conducted and developed with grant compliance at the forefront. We bring significant experience with state and federal



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grant programs nationwide, both in securing and managing funds. Together, members of our team are currently managing close to \$2 billion in federal and state grants, and therefore, it is understood that a meticulous project management and technical approach that incorporates expertise in complex grant management is critical to the success of this project.

Our methodology involves a multi-step process that includes gathering data, analyzing the information, identifying vulnerabilities and potential risks, and providing recommendations for adaptation strategies. To begin, the team will conduct a thorough review of all available data, including flood maps, historic flood data, critical asset data, building codes, and land-use plans. It may be necessary to conduct site visits to critical government facilities and infrastructure to gather additional information and assess their vulnerability.

Next, the team would analyze the data to identify areas of vulnerability and potential risks. This would include an assessment of infrastructure vulnerability and an evaluation of critical government facilities to determine their flood risk and need for mitigation.

Based on this analysis, the next step would be to develop a vulnerability assessment and an adaptation plan that compiles a partial list of priority City adaptation projects to address flooding risks in the future. This plan would include specific recommendations for infrastructure improvements, floodplain management strategies, and emergency response measures among other legal, policy and program responses.

Throughout the process, the Team will work closely with City staff, officials and stakeholders to ensure that the assessment is consistent with their needs and priorities. Regular communication and feedback sessions would be scheduled to ensure that the assessment meets their expectations.

Finally, we will deliver a comprehensive report that summarizes the findings of the vulnerability assessment and provide actionable recommendations for the City to reduce its vulnerability to flooding. The report would be accompanied by detailed maps and data sets, as well as an implementation roadmap that provides recommendations for critical next steps for the City and other stakeholders to take to implement the adaptation plan.

It is critical that the vulnerability assessment and action plan is equitable. The portions of Fort Lauderdale that are north of West Broward Boulevard and west of South Federal Highway are very diverse. We believe that a critical outcome for this VA are solutions that adequately address the needs of your most socially vulnerable populations with equitable and sustainable solutions, such as those in communities north of West Broward Boulevard and west of South Federal Highway. Our Team is intimately familiar with all of the City's communities and includes key members that led the creation of Fort Lauderdale's Vision Plan through comprehensive engagement, relationship building, and understanding of the issues germane to each community. We also bring significant expertise with federal funding initiatives, such as Justice 40, that prioritize funding for projects in environmental justice communities.

Environmental Justice Index	Ranked (National Percentiles)
People of Color	99%
Low Income	93%
Unemployment Rate	92%
Less Than High School Education	75%

Environmental Justice communities are hit first and worst by the impacts of climate change.

### Task 1: Project Management and Acquire Background Data

### Task Understanding

Task 1 involves project management best practices to ensure the successful completion of the project. The Team will create a project implementation plan and timeline for review and approval by the City. The task requires the compilation of data needed to perform a Vulnerability Assessment (VA) for the City of Fort Lauderdale, with a focus on three main categories of data: asset data, topographic data and flood scenario-related data. The data will be compiled in accordance with Resilient Florida Program's GIS Data Standards, and GIS files and associated metadata will be created for each of the four asset types as defined in s. 380.093(2)(a) 1-4, F.S. The consultant will identify data gaps and rectify any necessary data to the extent practicable. The value of this task to the City is the compilation of necessary data for the VA to accurately assess the city's vulnerabilities to flooding and sea level rise.

#### Deliverables

- Written project implementation plan and timeline
- 2. A technical report to outline the data compiled and findings of the gap analysis in MS word and PDF electronic formats that covers:
  - » 1) Topographic data
  - >> 2) Flood-scenario data
  - » 3) Asset data

- 3. A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable
- 4. GIS files with appropriate metadata of the data compiled. All GIS data will comply with standard outlined in the Resilient Florida Planning Grants GIS Data Standards guidance document.
- 5 All project meetings' agendas, meeting minutes, project documents (in original electronic format and PDFs), and invoices in appropriate form complying to City's consulting agreement and State's grant requirements

#### Task Delivery - Timeline

 Task timeline: The Team proposes a ten-month timeline, with Task 1 and associated due diligence, as well as the majority of the asset inventory completed over the first 90 days

		2023								2024		
Task	Description	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
1	Acquire Background Data											
2	Critical Asset Inventory											
3	Elevation Certificates										100	
4	Exposure Analysis	1										
5	Sensitivity Analysis				1000						1	1
6	Final Vulnerability Assessment											
7	Adaptation Plan	1			·							

### Task Approach

The Team will develop a Project Implementation Plan (PIP) in coordination with the City of Fort Lauderdale. The PIP will include project schedule, compliance requirements and milestones (e.g., Tasks included in the FDEP grant agreement). The PIP also includes the project purpose, paradigm, and mission, outlines and delineates roles and responsibilities and scope, schedule, budget management processes, includes decision trees, template and style guides, internal and external communications protocols, deliverable and quality management protocols (such as file and data naming and management conventions), file sharing conventions, deliverable review processes, and also includes invoicing and timekeeping templates in compliance with City and State requirements. The budget associated with project management in the budget provided in RFP is for both Project Management and data collection. The costs for the Project Management component of this Task will be integrated into the management of each task, as appropriate, and will be tracked accordingly.

#### About the Project Implementation Plan Deliverable

- Defines how the project will be executed, monitored and controlled.
- Describes the management protocols for scope, schedule, budget, resources, quality, communications, documents, and deliverables.
- The PIP is intended to be a living document, referred to and updated throughout the life of the Contract

with additions and changes as the Contract progresses.

 This plan will be distributed to team members and updated by the Team, as appropriate, with input from the City of Fort Lauderdale.

### **Project Management Best Practices**

Quality begins with the intent, which is fixed by management. ---



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CAM #24-0350 Exhibit 2

Volnerability Assessment for the City of Fort Lauderdate (4-3)

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#### **Kickoff Meeting**

We always begin all of our projects with a kick-off meeting with all project team members, including the project manager to confirm project goals and review the project scope, schedule, budget, and administrative procedures. This is also where we discuss identified project risks and possible mitigation actions. We understand that each project is unique and can quickly mobilize and have staff in the field and quickly engaged as quickly as possible.

#### Work Breakdown Structure + Workload Management

Upon receipt of the notice to proceed, the project team commences a planning meeting in which the appropriate Work Breakdown Structure (WBS) is determined, and the appropriate roles are assigned to meet the scope of work. Arcadis standard operating procedures require a Certified Project Manager (CPM) to be assigned to the project. The CPM is responsible for overall contractual oversight management and service delivery, monitoring burn rates, and project financial and resource management, as well as ensuring Task 1, Deliverable 5 compliance submitting invoices in compliance to the City's consulting agreement and State's grant requirements. Regarding firm workload, Arcadis is providing Fort Lauderdale with a consulting team with sufficient bandwidth to meet and exceed the City's expectations, inclusive of our strategically selected partners for this engagement. Should additional technical expertise be needed our Team will draw upon our local Florida bench (and National experts as needed). For reference, our Team serving Fort Lauderdale would be reinforced by over 350 Arcadis professionals within the State - and 6,000 nationwide. Our teaming partners provided additional support capabilities as well, should they be required.

#### Team Coordination and Communications Management

We will ensure objectives are achieved through ongoing communication between our Project Manager, Project Team, and the City's Project Manager. Interface can be through phone calls, virtual Teams calls, or in-person, messaging apps or the preferred methodology of City staff. Part of this function will include compliance with Deliverable 5 of Task 1 regarding provision of all project meeting agendas, meeting minutes, and project documents in desired formats.

#### Quality Assurance/ Quality Control (QA/QC)

Our **Project Management team** will be responsible for quality and grant-compliant deliverables on this project.

Their responsibilities include:

- Understanding, planning for and delivering the resources and activities needed to meet the City's expectations and compliance requirements.
- Engaging/disengaging the right resources at the right time on a limited project budget.
- Confirming the execution of QA/QC measures and activities via the PIP and schedule adherence.

To accomplish quality, we will strive to understand, plan for, and meet the City's needs and expectations while consistently conforming to the applicable standards of professional practice. Quality in our work is achieved through consistent application of QA/QC procedures by relevant subject matter experts.



### Acquire Background Data

This task will acquire relevant critical asset and flood-related background data for the City of Fort Lauderdale. It will include:

- · Performing the required data collection for the project
- Performing a data gap analysis to identify missing data or lesser quality data "gaps" that may be challenging for the vulnerability assessment to comply with Section 380.093 F.S., and
- Providing recommendations to rectify any identified data gaps.

Acquiring Data. Data collection efforts shall focus on available Federal, state, regional, county, and local data in the areas of asset/inventory data, hazard conditions and planning data based on the requirements defined in Section 380.093 F.S. The team will also review the most recent Local Mitigation Strategy (update currently in process); other existing studies, reports, and technical information; current and future land use: zoning ordinances: Advance Fort Lauderdale 2020 Comprehensive Plan; emergency operation plans; soil surveys; census data; local flood maps; survey data; LiDAR and DEM data; and county and local GIS data (including that being completed by Team Member Jacobs for roadways). Once data are collected, the team will identify existing data gaps needed to meet the requirements of Section 380.093 F.S.. We will identify existing data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results and collect the necessary data to address those gaps to the extent the Team can under this scope and budget. Regardless of the ability to plug all data gaps identified in our analysis, the deliverable will be comprehensive in analyzing the quality of the data received.

The team will develop a technical report to outline the data compiled and findings in a Gap Analysis deliverable; this summary report will include recommendations to manage data in the future. We will also compile geographic and narrative data on assets consistent with relevant state requirements, assess data quality and usability, and prioritize asset data to be used for further analysis. The Team already has a standard explanatory data collection document to collect the information and explain data sought prepared for use in this project. This document is structured around the FDEP Vulnerability Assessment Compliance Checklist and the requirements for critical assets, and regionally significant assets, as defined in Section 380.093(3), F.S. Our Data Request document has been used for many other vulnerability assessments and refined and organized for consistency with state law and can be easily distributed to relevant staff.

The Team suggests an internal-departmental discussion regarding the Data Request before its distribution to answer any key questions and underscore the importance of collecting timely quality data for the project.

The City has communicated some of the data sources already, such as Broward County Vulnerability Assessment data. This will be primarily useful in working with the County to determine the impacts on regionally significant assets, those that are not owned and maintained by the City, as opposed to City assets. The LiDAR mapping of roadway infrastructure being performed by Team Partner Jacobs will also be helpful to verify digital elevation model information and other infrastructure information.

The City's Stormwater Master Plan Modeling and Design Implementation Update conducted by Hazen and other partners in 2017 will also be helpful to identify initial project priorities and priority areas within the Critical Asset Inventory. Other capital planning processes will also be helpful to inform the identify the priorities in the Critical Asset Inventory. There are numerous other models either developed or in process that will help with prioritizing the hydrological impacts and scenarios defined for inclusion by Section 380.093(3), F.S. This project team is fully capable of reviewing, running and exporting data from all of those data sources and models to integrate into this Vulnerability Assessment process. Arcadis's modeling capabilities will be more fully discussed under Tasks 4 and 5.

Example data to be collected and reviewed include:

- GIS Asset layers and information
- Flood/other hazard models such as most recent Flood Insurance Rate Maps
- Elevation data

- Demographic data
- Location/extent of previous flood damages
- Economic Data (e.g. jobs, income, housing, economic output)
- Public health data
- Land use and land cover
- Assessor data
- Existing hydrologic and hydraulic modeling data
- Historic districts
- Parks and protected spaces
- Natural resource inventories and any critical habitat
- Water quality data
- Department of Homeland Security for banks, health center and other asset information

To be compliant with the FDEP's metadata standards geospatial data submitted must follow the Federal Geographic Data Committee Content Standard for Digital Geospatial Metadata (FGDC CSDGM). Minimum standards the metadata must provide include the following information:

- Name of Entity
- Unique ID
- Asset Name, Type and Class
- Asset Owners/Operators
- Asset Elevation
- Asset Size/Capacity

When collecting data to conduct the VA, the Team has experienced a lack of metadata in many instances for local governments, but this can exist even when using State or Federal datasets. If metadata associated with the provided asset information does not meet the required criteria, the project team is not responsible for supplying complete metadata due to the budget limitations for the project, and our Team has discussed this recurring issue with FDEP. For all work products generated for the project deliverables, the project team is obligated to provide metadata and will do so meeting FDEP's requirements. The Team has had multiple conversations with FDEP about this issue and all entities have agreed to strive to create the best metadata standards for each project. This will not impact the VA's compliance with the FDEP Checklist.

Analyzing the Data in a Gap Analysis. Once data are collected, the Team will identify existing data gaps based on the Section 380.093 F.S. requirements. We will identify existing data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results and collect the necessary data to address those gaps to the extent it can be collected within this scope and budget. In compliance with Deliverables 2-4 of Task 1, the Team will develop a technical report to outline the data compiled and findings of the gap analysis; this summary report will include recommendations to manage data in the future for the City to also manage future VA updates. We will also compile geographic (inclusive of metadata where applicable) and narrative data on assets that are consistent with relevant state requirements , assess data quality and usability, and prioritize asset data to be used for further analysis.

### Task 2: Critical Asset Inventory

### **Task Understanding:**

Task 2 will identify City-owned or maintained critical and regionally significant assets that may be impacted by flooding and sea level rise. As the recent rainfall flood events of the second week of April have demonstrated, the various scenarios are absolutely critical to run (albeit required) because different areas of the community can and will be affected differently by different types of flooding events. The VA will address flooding and sea-level rise risk to critical assets in all four categories: transportation assets and evacuation routes including airports and ports; critical infrastructure, including water and stormwater systems and facilities; critical community and emergency facilities, including schools, community centers, and emergency medical facilities; and natural, cultural and historical resources. The goal is to create a comprehensive list or spreadsheet of these assets. analyzed and prioritized by area or immediate need, and specifying the flood scenarios that impact each asset. This prioritized list will form the basis of a VA that meets all the requirements of Section 380.093 F.S. and that identifies adaptation projects for future grant applications namely, inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan. The Task will also include identification of critical or regionally significant assets that lack elevation certificates where elevation certificates would be useful. Ultimately, this task will provide an understanding of critical assets and infrastructure specifying the scenarios for assets at risk, prioritizing and maximizing opportunities for reducing risk to regionally significant assets in support of community resilience building against flooding and sea level rise, and increasing chances of future state (and federal) funding to implement risk reduction projects for these key assets.

#### Deliverables:

 A list or spreadsheet of critical and regionally significant assets that may be impacted by flooding and sea level rise, prioritized by area or immediate need, which contains the critical assets attributes required by Section 380.093, F.S and identifies which flood scenario(s) impacts each asset;

- 2 GIS files and associated metadata complying to State requirements; and
- 3. A list of regionally and critically significant assets which lack elevation certificates for asset types where elevation certificates are appropriate.

Task Delivery Timeline: June to August, 2023

### Task Approach

Task 2 will focus on identifying critical and regionally significant assets meeting the definitions in Section 380.093, F.S. that are impacted by the required modeling scenarios. The Team will prepare a GIS-compatible database of critical and regionally significant assets (baseline asset map series).

To expand, assets can be categorized in many different ways. Aside from the statutory definition, assets are places or facilities where economic, environmental and social functions of the community occur or are affected; critical infrastructure required to support those functions; or features that the community values or wants to change. They may or may not be physical assets. Assets include facilities, institutions, or networks that are essential to day-to-day life, rapid disaster recovery, and long-term resilience of the community.

Assets may also include things like major events, vital employers, community-based services, and, on the negative side, contaminated sites. The Team will work directly with the City to identify community assets and build on existing asset identification from previous and concurrent studies and work performed and existing GIS data. This initial identification will be refined to gather feedback on what the City determines to be "critical". Understanding the community assets requires us to identify the asset and identify its role in the community. To do this, information on the location, beneficial use, and frequency of use for each asset will be important. Location data will help us understand hazard exposure and facilitate calculation of risk. Understanding the use of each facility will help quantify the impact of to the community if the asset is damaged or taken out of service.

The overall result is a greater understanding of risk and vulnerabilities.

The Team will work with the City to identify which assets are truly "critical" to meet the statutory intent. Our experience has shown that through data collection efforts, the assets obtained may yield far more (or less) information about assets than anticipated. For instance, in another Vulnerability Assessment project recently completed, the Team collected data from a jurisdiction including individual water meter data on structures and stop signs. This would be considered "all" assets, but it is not necessarily useful to collect and include in the Asset

Inventory. This was far too granular to identify in a critical asset inventory. After discussions with FDEP, the Team's approach will be to focus 1) on assets that are truly "critical" to the community and 2) assets that the City might seek future adaptation projects for in terms of increasing resiliency. There is a level of flexibility the City and Team have to create a comprehensive, yet useful, inventory that meets the needs of the City to support future grant applications, adaptation priorities and provide a work product to FDEP that complies with the statute and their Compliance Checklist.

Due to the budget and scope of this project for the Asset Inventory, it will be critical to work with the Team conducting the Broward County resiliency planning effort as well particularly for the identification of regionally significant assets. Many of the regionally significant asset data sets and analysis should come from that ongoing work so that the budget for this task can be used to focus specifically on the City-owned and maintained assets.



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Withecapility Assessment for the City of Fort Lauderdale (4 
Exhibit 2

The deliverables of Task 2 will include a list or spreadsheet of critical and regionally significant assets that may be impacted by the required scenarios, prioritized by area or immediate need, which contains the critical asset attributes required by Section 380.093, F.S and identifies which flood scenario(s) impacts each asset. GIS files and associated metadata complying to State requirements will also be provided. In addition, a list of regionally and critically significant assets which lack elevation certificates for asset types where elevation certificates are appropriate will be produced.

### Task 3: Surveying for Elevation Certificates

### **Task Understanding**

Task 3 will obtain elevation certificates for critical and regionally significant assets, consistent with federal floodplain management regulation, in a cost-effective manner that maximizes the use of available budget, while ensuring compliance with state and grant requirements. The City seeks to prioritize assets and work with the Consultant to develop a strategy to obtain prioritized and necessary elevation certificates that provide the most value to the community.

The Team has budgeted for 65 elevation certificates for the highest priority assets defined in Task 2 that currently lack elevation certificates.

#### Deliverables

- 1. Written list of the critical and regionally significant assets where elevation certificates were completed, to include the address, asset type, and asset class information
- 2. Documentation of transmittal of the copies of the Elevation Certificates submitted to the Florida Department of Emergency Management, as required by Section 472.0366(2), F.S. The completed elevation certificate documents will be signed and sealed by a Florida-registered Professional Surveyor and Mapper; and
- 3. All documentation to meet state and grant requirements.

Task Delivery Timeline: August to December, 2023

### Task Approach

Miller Legg will be providing survey services for Task 3. Miller Legg is a highly experienced firm that specializes in surveying services, including land surveying, construction layout, and topographic surveys, among others. The Team selected Miller Legg as they have completed numerous municipal, county, state, and federal projects, ranging from neighborhood improvement and redevelopment projects to regional water and sewer utilities, complete street projects, and highways. Our team approach to interdisciplinary needs ensures that we provide responsive, personalized, quality service to meet the elevation certificate needs. Miller Legg has successfully completed several thousand private sector projects including residential developments from two to 7,000 acres, industrial and office sites, hotels and theme park facilities, hospitals and medical office complexes, commercial properties, retail shopping centers and franchise properties. The firm has been involved with more than 100,000 acres of project design development in Florida.

For Task 3, under the \$25,000 budget line item, Miller Legg Florida-registered Professional Surveyors and Mappers will obtain elevation certificates for up to 65 prioritized critical and regionally significant assets consistent with FEMA's floodplain management regulations. The elevation certificate must include certain components such as the property's location, identification, and flood zone determination, building characteristics and elevation data, and certification by a licensed surveyor. Miller Legg has extensive experience with FEMA-compliant elevation certificates and will ensure that all required information is included.

The firm's surveying capabilities, including laser scanning technology, will allow the team to guickly and accurately survey even inaccessible or complex projects. The Team will work closely with the City to develop a prioritized list of assets for which elevation certificates will be collected and has provided a per unit cost of \$385 for any certificates required beyond the budgeted amount. The Team will ensure that all documentation meets state and grant requirements and provide the City with a written list of the critical and regionally significant assets where elevation certificates were completed, along with the required documentation for the Florida Department of Emergency Management. Overall, Miller Legg is well-equipped to provide high-quality and timely elevation certificates that meet FEMA's requirements for the Task 3 project.

### Task 4: Exposure Analysis

### **Task Understanding**

Task 4 is a critical component of the City's flood resilience planning efforts, as it will include an exposure analysis to identify the depth of water caused by different flood scenarios, including tidal flooding, storm surge flooding, rainfall-induced flooding, and compound flooding. By performing this analysis, the City will have a comprehensive understanding of the flood risks to its critical and regionally significant assets, allowing for informed decision-making and targeted adaptation efforts. The exposure analysis will comply with the Resilient Florida Program's GIS Data Standards, ensuring that the data is of high quality and can be easily integrated into the City's existing geographic information system including the metadata for all deliverables produced for the project. Finally, Task 4 will produce GIS files with results of the exposure analysis for each required flood scenario, as well as the appropriate metadata that identifies the methods used to create the flood layers, providing a comprehensive package of data that can be used by the City for years to come.

#### Deliverables

- 1. A written draft VA report produced in Task 6 and includes the Exposure methodology that provides details on the modeling process, type of models used, and resulting tables and maps illustrating flood depths for each flood scenario.
- 2. GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. All GIS data will comply with standards as outlined in the Resilient Florida Planning Grants GIS Data Standards guidance document to the extent that it is created for this project.

Task Delivery Timeline: August to October, 2023

### **Task Approach**

Due to the limited budgets for the Exposure and Sensitivity tasks, the analysis will leverage existing data, models and prior evaluations as much as possible. For instance, the results of the City of Fort Lauderdale's Stormwater Master Plan Modeling and Design Implementation Update can provide useful structure information and a source for ground truthing results; however, the requirements under state law for a Comprehensive Vulnerability Assessment involve significantly more than running a stormwater model and will require new evaluations. The Digital Elevation Model (DEM), key elevations, asset information and delineation of the watersheds are all important elements coming from that Stormwater Update. In addition, the sea level rise projections used in the Stormwater Update (from the Southeast Florida Regional Climate Compact) are no longer the projections used for many Federal (such as the NFIP Community Rating System program) and State programs (Always Ready or Resilient Florida), which have aligned around the use of the NOAA Intermediate High or Low (2017) sea level rise scenarios. Therefore, to comply with state law, new scenarios will need to be run including not just sea level rise, but rainfall, surge, high tides and the combination of various impacts to the extent practicable.

Because this is a broader vulnerability assessment for more critical assets than stormwater, with a relatively limited budget for the exposure and sensitivity analysis, the baseline modeling for this project will use ESRI's ArcGIS Pro, version 3.0, or other City-preferred GIS software, and leverage its spatial analysis extension as well as a proprietary streamlined workflow to complete the tasks. Cartographic representation will be developed primarily through layouts within ArcGIS Pro; however, some final deliverables may be expanded using a third-party graphic editor.

To align the project's modeling effort with Section 380.093, F.S., the approach for the Vulnerability Assessment will be to leverage the functionality within the best available GIS software to:

- Map potential future regular tidal inundation using a modified bathtub approach that accounts for local and regional tidal variability and is used by the NOAA Office for Coastal Management to map sea level rise as contemplated by FDEP; (https://coast.noaa.gov/ data/digitalcoast/pdf/slr-inundation-methods.pdf); Map potential high tide flooding based on NOAA's Coastal High Tide Flooding methodology (https:// coast.noaa.gov/data/digitalcoast/pdf/slr-high-tideflooding.pdf);
- Map potential storm surge events using a combination of presently available data from both NOAA and FEMA and leverage readily available software methodologies to project multiple sea-level-adjusted designed storm events (particularly the 25-, 50-, 100- and 500-year events) choosing the best ultimate dataset because the FDEP VA Compliance Checklist requires that selection;
- Map likely areas of rainfall flooding using a model approach and coupled with potential storm surge and/or sea-level rise impacts for designed storm events (particularly a subset of the 25-, 50-, 100, and 500-year events); and
- Map combination flood scenarios based on key parameters decided upon by the Team and the City with best available data.

4. APPROACH AND SCOPE OF WORK

Our experience has shown that while FDEP wants extensive GIS files related to the various flood scenario outputs, it is not necessary to map every conceivable combined flooding or rainfall condition to provide meaningful output. Additionally, when mapping communities, to discern areas of flood risk, multiple maps or a "map book" must be produced that provides a scale that the viewer can determine what may be important about a certain area. Keeping this in mind. the team is already in conversations with FDEP about how to produce a manageable map series based on our significant project experience, but still meet all of the state's requirements for the required flood scenarios. To avoid mapping output that analyzes all 340+ possible combinations of inundation modeling that could be used to fully evaluate all conceivable scenarios, the Team has already been working on other projects and is in discussions with FDEP on 31 key inundation scenarios that will meet the requirements of the Vulnerability Assessment Compliance Checklist. Section 380.093(3), F.S. and provide the output needed for a Comprehensive Vulnerability Assessment.

Additionally, to build a more comprehensive Vulnerability Assessment and enrich the understanding of the City and other key stakeholders, we will:

- 1. Provide a detailed infrastructure specific map "baseline" series by type (such as stormwater, potable, emergency management, land use, etc.);
- 2. Assess the quality of geospatial datasets in terms of resiliency planning and disaster response within the gap analysis and provide recommendations for improving data quality;
- 3. Map vulnerable populations using the CDC's Social Vulnerability Index (https:// www.atsdr.cdc.gov/placeandhealth/svi/index.html)

The information used to conduct the exposure analysis will include data collected in Task 1 and Task 2. Additionally, to meet the requirements of Section 380.093, F.S., the following data will be used in the Exposure Analysis:

- DEM will be obtained from the most recent LiDAR (some of which can be utilized from the work Jacobs is currently conducting for the City's roadways);
- The most recent NOAA and/or FEMA future and current storm surge data (at a minimum the initial storm surge even used will equal or exceed the current 100-year flood event and the FDEP Vulnerability Assessment Compliance Checklist asks which data set will be used);
- Local tidal data reported from the nearest or locally relevant NOAA tide gauge (NOAA's VDATUM tool may be used in conjunction with tidal gauge data);
- Tidal flooding, including future high tide flooding, which must use thresholds published and provided

by the department. To the extent practicable, the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon.

The 2017 NOAA Intermediate Low and Intermediate High sea level rise projections will be used and will include the planning horizons for the years 2040, 2070 and 2100. While 2100 is not required, the Team will produce some 2100 model runs because of the relationship with the required scenarios for a CRS Watershed Management Plan. All four avenues for assessing flood risk (SLR, tidal, storm surge and rainfall), briefly outlined above, will be included in a spatiotemporal analysis to determine what key assets and infrastructure within a community are vulnerable to flood scenarios and when that vulnerability may appear along the planning horizon timeline. Flood depth and extent for each flood scenario coupled with impacted critical assets will be provided in the VA report as a table and as a series of maps.

#### **Other Modeling Capabilities**

Arcadis is a leading global natural and built asset design and consultancy firm working in partnership with our clients to deliver exceptional and sustainable outcomes. Our experience and expertise are further enhanced through our experience nationally and globally. Arcadis has its roots in The Netherlands, a nation historically dependent on engineered water control structures, and we have proudly contributed to its safety and growth. With knowledge driven by over a century of flood defence and coastal engineering experience, we have a legacy of working with nature to develop innovative, non-intrusive and balanced solutions that reduce flooding, minimize erosion, and enhance habitat.

Arcadis is internationally recognized for developing, using and analyzing the output from sophisticated computer models for the simulation of a broad range of hydrodynamic scenarios under different climate conditions from large, comprehensive coastal analyses to riverine and channel scale projects. to small scale flows withing hydraulic structures and treatment plants. Our reputation is built upon in-depth understanding of the flow and circulation of oceans and rivers; waves dynamics; hurricane storm surge modeling; water quality, salinity and sediment transport; contaminant fate and much more. Arcadis' modeling capabilities include ICPR4, SWMM, HEC-RAS, ADCIRC, SWAN, D-Flow (the flexible mesh version of Delft3D), and FLOW-3D. These models represent the state of the practice for assessing the various, inter-related components of flood risk. One of our distinguishing strengths is our deep experience with an array of modeling and analysis tools that allows us to select the most appropriate model for each specific project. Often, a single tool is not adequate to calculate all of the diverse needs for a project, in which case,

integrated model coupling is performed. Arcadis has developed several unique model couplings that allow us to evaluate physical mechanisms un-resolvable with a single model. For the South Florida Water Management District, we have developed a coupled ADCIRC, SWAN, and D-Flow model to simulate how storm surge in Biscayne Bay will be affected by sea level rise. For the Department of Homeland Security, we combined ADCIRC with a rain-fall model to estimate the combined flooding impacts of hurricane surge, riverine flows, and precipitation on the St John's River near Jacksonville FL. Sophisticated coupled models such as these can provide insight to the inundation dynamics and flood risk for specific coastal locations.

In Miami-Dade, we conducted a

**Comprehensive Impacts Analysis** of the sea level rise and other coastal hazards to various systems including people, housing, transportation, critical facilities, wastewater systems, freshwater resources, drainage systems, beached and natural areas. The system specific impacts analysis was paired with strategies for reducing risk to each identified system, and is being realized today in several policy changes Miami-Dade County has taken and is considering for reducing climate impacts to built and natural systems.

For this project in the City of Fort Lauderdale, there is much available data and hydrological & hydraulic analysis that already exists both with the City and regionally within Broward County. And while our Team includes some of the foremost modeling expertise in the world related to flood risk, this project is scoped and budgeted in a manner that will require any Team to be mindful of the large amount of assets the City owns and maintains, the criticality of those assets to create the Asset Inventory and the use of existing tools and models to economically address all of the requirements of Section 380.093(3), F.S. Simply put, our team is unparalleled in building models, running models and evaluating models. Where our Team prevails is that we pair that experience with our partners Clearview Geographic and Erin L. Deady, P.A. having some of the most extensive Vulnerability Assessment experience in the state. We can perform the Task 4 scope of work and we can exceed it.

## Other Activities Necessary to Complete the Scope of Work and Comply with the Grants

As the work is completed under this scope of services, ongoing conversations with FDEP will need to occur to ensure that final work products will comply with the VA Compliance Checklist, Section 380.093, F.S. requirements but are logical and within reason to perform. Issues that have surfaced while conducting other VAs include the scale of the asset inventory and security concerns, mapping and deficiencies in metadata about the assets compiled among others. Additionally, future conditions rainfall data available from SFWMD is currently limited to the 200-year rain event, not the 500-year event, so this is a limitation in terms of future flood risk scenarios that can be performed. FDEP is aware of this limitation, but our interpretation of the statutory modeling criteria does not mandate the 500-year rainfall event to be modified for future boundary conditions. We do have some level of flexibility in how those requirements can be met.

Early conversations with FDEP have yielded a dialogue that not every asset must be included within the Asset Inventory. Only those deemed 1) critical to the community or 2) those that may be the subject of future grant applications.

This is important because developing the Asset Inventory can be extremely granular where neither the community may want to sort through an inordinately large dataset, nor does FDEP want to review information not deemed critical to the community or more broadly include that information in the statewide datasets they are creating. For instance, larger assets that can be identified and compiled would be included, but for example as previously mentioned, individual water meters on homes would be far too detailed to include in the Asset Inventory. Additionally, the community may not want certain sensitive data (due to security concerns) transmitted to the FDEP for inclusion in a statewide dataset accessible by the public at large. This conversation will happen early in the project to manage data collected and analyzed for the Asset Inventory.

To be compliant with the FDEP's metadata standards geospatial data submitted must follow the Federal Geographic Data Committee Content Standard for Digital Geospatial Metadata (FGDC CSDGM). Minimum standards the metadata must provide include the following information:

- Name of Entity
- Unique ID
- Asset Name, Type and Class

- Asset Owners/Operators
- Asset Elevation
- Asset Size/Capacity

When collecting data to conduct the VA, the team has experienced a lack of metadata in many instances even when using State or Federal datasets. If metadata associated with the provided asset information does not meet the required criteria, the project team is not responsible for supplying incomplete metadata because of the budget limitations for the project and we've discussed this with FDEP. But for all work products generated for the project deliverables, the project team is obligated to provide metadata for the climatic projections simulated and will do so meeting FDEP's requirements. After raising this issue to FDEP, they are currently formulating an approach to address this consistently across the Always Ready/Resilient Florida program so that all vulnerability assessment raw asset data has some information that FDEP is seeking. The Team has had multiple conversations with FDEP about this issue and all entities have agreed to strive to create the best metadata for each project. This will not impact the VA's compliance with the FDEP Checklist.

Finally, we know that the City of Fort Lauderdale has received a FDEM grant to conduct an Activity 452.b Community Rating System (CRS) Watershed Management Plan. To comply with the CRS criteria and achieve a Watershed Management Plan that is accepted for CRS credit, the City will need to provide an analysis of its stormwater that is more complex than that required for a Comprehensive Vulnerability Assessment under state law. A more advanced look at the City's stormwater operations and future impacts will be required that analyzes the stormwater infrastructure it owns and maintains as a participant in the CRS program. We know this because we are conducting a similar effort currently for the Village of Islamorada that combines the work of a Resilient Florida Vulnerability Assessment planning grant with a CRS Watershed Management Plan. The work products of these two grants should absolutely be harmonized to provide efficient data collection and modeling outcomes for use in both projects. The projects need "to talk to each other". Our experience can provide this support for the City- we are already doing it in Islamorada and one other jurisdiction and are about to launch similar combined planning efforts across the municipalities of, and including, unincorporated Monroe County. While this was not outlined in the City's RFP, this is a valuable project harmonization that can occur. The timelines for the completion of the City's Watershed Management Plan under this FDEM grant and the development of the Vulnerability Assessment need to align to make data collection and analysis for stormwater more efficient. The modeling output should also align to maximize and leverage both grant opportunities.

# Task 5: Sensitivity Analysis

### Task understanding

Task 5 involves conducting a sensitivity analysis to measure the impact of flooding on critical assets and prioritize them based on the level of risk. This analysis is crucial for the City's resilience building efforts as it will clarify the potential impact of flooding on prioritized critical assets with the relevant flood scenario. Task 5 will identify the most vulnerable assets and provide a basis to develop strategies to protect them against potential flood scenarios based on the sensitivity of that asset to the various flooding impacts.

Ultimately, Task 5 is a critical step in the City's efforts to build resilience to the impacts of flooding based on the issues related to that particular asset and its risk level, and the information generated through this task will be essential for the City to develop an effective flood mitigation strategy. The Team will perform the sensitivity analysis to measure the impact of flooding on assets, applying the data from the exposure analysis (Task 4) to the inventory of critical assets (Task 2) discussed above. The analysis will include an evaluation of the impact of flood severity on each asset type at each flood scenario and risk level. The output for this analysis will be in the form of both maps and narrative output and/or summary charts within the Vulnerability Assessment report. It should be noted that this Task is integrally related to Task 4 for the Exposure Analysis, and the sensitivity analysis builds upon that work be individually the risk factor associated with that asset.

#### Deliverables

- A written draft VA report produced in Task 6 that includes the Sensitivity Methodology that provides details on the findings of the exposure analysis and the sensitivity analysis and includes visual presentation of the data via maps and tables, based on the statutorily required scenarios and standards; and
- 2. An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task Delivery Timeline: September to November, 2023

### **Task Approach**

As required for a Comprehensive Vulnerability Assessment, the sensitivity analysis will include an evaluation of the impact on each asset class for every flood scenario modeled and assign a risk level based on percentages of land area inundated and number of

#### 4. APPROACH AND SCOPE OF WORK

critical assets affected. As allowed by available Budget, the City requests a sensitivity analysis of roadways, historical properties, and other assets not otherwise classified as critical assets per Section 380.093, F.S. For roadways the assessment will quantify location and square feet of roadways susceptible to flooding under different scenarios, to the extent there is ability in the budget to do so. While historical resources are included within the definition of a critical asset already, the Team can work with the City to develop an approach to extend the analysis to private properties if that is the intent of the sensitivity analysis of "historical properties". This would have scope and budgetary implications for Task 4, because that inventory of assets would likewise have to be extended beyond assets owned and controlled by the City to those owned by private property owners. One way to address the desire of the City is to focus on historic districts versus properties if those boundaries are identified specifically within GIS. Additionally, with our Teaming Partner Jacobs conducting the roads LiDAR for the City, this may provide a mechanism to meet the City's request for additional location and square footage susceptible to certain flood scenarios. Both requests on the part of the City can likely be accommodated in some form by the Team, but the budget for this Sensitivity Analysis Task, and the likely scale of the Critical Asset

Inventory may limit the City's ability to accomplish these goals. A supplemental Resilient Florida Planning grant may provide an opportunity to capture this additional sensitivity analysis to the extent it is a necessary element of statutory compliance. The Team can have a strategic conversation with the City on where our Team has found success in doing just that.

One option the City may want to pursue beyond the Task 5 description and scope, which is limited to assigning a risk level based on percentages of land area inundated and number of critical assets affected, is a process where the sensitivity, criticality and adaptive capacity values can be assigned to each critical asset based on review of prior evaluations and our team's technical expertise. These values can be used to prioritize critical assets based on risk and identify those assets with high sensitivity to flooding, high flood exposure, high criticality, and low adaptive capacity that should be prioritized for the development of mitigation solutions. Additionally, demographic and socioeconomic overlays can be developed, enabling further prioritization based on impacts on vulnerable populations. Before the completion of this task, a meeting with key staff will be held to review the results of the sensitivity analysis and allow for feedback on selected criticality and adaptive capacity scores.

ASSET TYPE	BREADTH OF IMPACT	SEVERITY	SCORE		
Neighborhood Parks	Based on Population within ~0.25 miles of parcel boundary (assumes pedestrian access)	Dependent on	Exposure score is reflective of both frequency		
Large Parks	Based on Population within ~5 miles of parcel boundary (assumes car access)	Community Feedback			
Child Care Centers	Square footage of facility (assumes larger facilities serve larger populations)		and depth of flooding		
Fire Stations	Distance to next nearest fire station				
Hospitals and Medical Centers					
Schools	chools Enrollment				
Bridges	Traffic Count data if available. Or road type (Fed/State/County roads)				

#### EXAMPLE SCORING CRITERIA (ASSET TYPE DEPENDENT)

Breadth of impact ordena developed based ins available data. While sittational method may be available. If deta were null as let specific is a based on regional averages), other method are considered.

Region feedback would help define dame truch as distances associated with park usage

Above Example Scoring Criteria - For Resilient NJ, Arcadis developed a methodology for risk scores that included breadth of impact (a measure of the asset's criticality and regional importance), the severity of the impact (a measure of the consequences if the asset was not functional





As an another option to the City, the Team can use Arcadis' Flood Risk Calculator as another means to understand the broad range of holistic impacts associated with flooding, dependent on the number of assets to be evaluated. This tool can be used to quantify losses from current and future flooding conditions based on coastal hazard modeling. Using this tool, the team will calculate a range of different types of environmental, health, economic impacts, including:

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- Direct damage to structures & contents: Analysts will evaluate vulnerable assets, structures, and building contents using U.S. Army Corp of Engineers (USACE)-derived depth damage functions (DDFs). The DDFs consider the type of structure and the structure or contents replacement value as well as the expected flood depth of the structure to determine the dollar value of contents and structure damage.
- Business Interruption: Direct business interruption is based on the length of time an impacted business is unable to function, and the daily economic output of the business. Output includes employee compensation, as well as proprietor income, and taxes. Daily economic output is estimated based on data on businesses in the study area, as well as data from IMPLAN, an economic modelling software. Indirect business interruption is the impact on the regional economy due to loss of contributions from directly impacted businesses and can also be calculated through data provided by IMPLAN.
- Loss of Public Service: The impacts of flooding and damage to public services, such as public transportation assets, hospitals, utilities, schools, libraries and others, are calculated based on the estimated value of those services to the public, and the time that service would be lost for each flood scenario.
- Lost productivity: Work productivity can be lost due to mental illness and other mental health challenges post disaster. Research has described the impact of psychiatric disorders on work loss days. Similarly, research indicates that mental health issues will increase after a disaster, and this, paired with research related to lost productivity due to mental illness, indicates that economic productivity can be impacted in the post-disaster period.
- Relocation costs: Relocation costs refer to the costs associated with moving a household or business to a new location.
- Injuries: Injuries can occur as a result of evacuation, clean-up, or repair of damaged and destroyed structure. Injuries can be quantified based on estimated costs of medical treatment.
- Mental stress: Flooding and natural disasters can have an impact on mental health as disruption to health, social, and economic resources causes psychological stress. Property damage or displacement can also have mental health impacts. Mental health treatment costs are based on cost, prevalence, and course – the prevalence of mental health problems, course is the rate at which symptoms change over time, and cost is the cost of treatment.

The tool provides projected average annualized losses for each flood hazard for each structure and public facility assessed. The data can also additionally be combined with other, non-monetary methods of quantifying consequences such as those stemming from the results of the team's assessment of assets and infrastructure, social and economic systems, and mobility systems. These results can be used to understand the flood risks faced by specific buildings and sites within the study area, as well as specific property owners, tenants, and other stakeholders. These results will be leveraged in later phases of the project to assess the benefit-cost ratio for potential interventions and support federal funding applications.



If the City choses to pursue this option, we envision the opportunity to expand, refine, and customize the risk prediction functions of the flood risk calculator to gain input on additional impact categories that could be added to the tool, and calibrate model results and functions through interviews will with stakeholders directly impacted by flooding.



A heat map of asset risk based on Flood Risk Calculator results developed by Arcadis for Resilient New Jersey
### Task 6: Final Vulnerability Assessment (VA) Report, Maps, and Tables

# Task understanding

Task 6 will finalize the VA report in compliance with the requirements of Section 380.093, F.S. The final VA report will include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It will contain an inventory of critical and regionally significant assets that may be impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

The final VA report, maps, and tables will provide the City with an assessment of the risks associated with flooding and sea-level rise, allowing it to make more informed decisions regarding adaptation projects, implementation strategies and funding decisions. The identification of critical and regionally significant assets impacted by flooding will help the City prioritize its resources and take appropriate actions to protect these assets, ensuring the continued safety and resilience of its communities. The compliance certification will also ensure that the City meets all statutory requirements and is eligible for future funding opportunities under the Always Ready/Resilient Florida legislation. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (FDEP Exhibit I), and raw data sources shall be defined within the associated metadata.

### Deliverables

- Draft and Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S. This deliverable also include a 1-hr presentation of the Draft VA report to City staff for comments;
- 2. A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- 3. All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- 4. A signed VA Compliance Checklist Certification.

# Task Delivery Timeline: November 2023 to January 2024

# Task Approach

The results from the Vulnerability Assessment including critical asset identification, exposure and sensitivity analysis, and input (including City comments) will be summarized in a final Vulnerability Assessment report that assesses the flood risk vulnerability of assets in Fort Lauderdale. The report will present assessment results and conclusions and will include visualizations, maps, tables, and geospatial data that not only meet the requirements of Section 380.093, F.S., but also serve as a critical risk and vulnerability communication tool for all stakeholders.

We will begin writing this report on Day 1 and will continue to develop it through subsequent tasks from data collection to asset inventory to both the exposure and sensitivity analyses. This means there are no surprises and the City's project team has been provided much of the data and content that will be included in the final Vulnerability Assessment Report. Having written these work products for both small and large jurisdictions, we know how to meet the intent of the statute and at the same time provide something that is meaningful to fit the City's needs.

The Final VA will incorporate any comments, where applicable, received from the City. The Team will track the comments received and how they are addressed during the process. Relevant sections will include:

- Introduction and history of the City's resiliency efforts to date.
- Alignment of the Vulnerability Assessment with other City planning (including capital and strategic) processes.
- A methodology section outlining the data collected and tools utilized.
- A report detailing the findings of the assessment.
- Recommendations on prioritized critical assets.
- All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment in a format suitable for input to the Department's mapping tool.
- GIS data that has been incorporated into the appropriate Florida State Plan Coordinate System and suitable for the Department's mapping tool.
- Metadata using standards prescribed by the Department.

The Team understands how the Resilient Florida program will evaluate and rank future capital project submittals that will be included in the annual Statewide Flooding and Sea Level Rise Resilience Plan or through other available funding sources. The modeling and analysis for the Vulnerability Assessment will be designed to bring the City into compliance with state requirements in Section 380.093, F.S. allowing the City's future projects to be identified and ranked according to Chapter 62S-8, Florida Administrative Code. The goal is to structure the VA around the statutory and rule requirements related to the Resilient Florida program so that the City's VA is deemed in compliance with the criteria, which will position the City's projects for higher ranking in future funding cycles. After 2024, currently under the Statute, projects must be identified in a Comprehensive Vulnerability Assessment, so a key goal of the deliverable is to do just that. But the Vulnerability Assessment must also be a living document with the ability to update the projects as priorities change and completion occurs. For instance it should be revisited at the beginning of the budget cycle each year well in advance of the grant application window opening for the Always Ready/Resilient Florida program to allow for adjustments and inclusion of projects in the VA as required by statute.

Drafts of the VA will be provided to the City for review and comment. The Team will provide revised drafts. based on the comments received. Our team also recommends sharing the draft VA, after review by the City, with the public to obtain their input before the final Vulnerability Assessment is prepared. This can be done at a City Commission briefing on the Draft Vulnerability Assessment. This is not included within the scope of services, but the Team will make one City Commission/Public presentation within the existing budget. The presentation will also inform the public of the results and future risk of sea level rise and increased flooding. Based on the input from that meeting, the Team will finalize the VA. As written, this scope of services may also benefit from a supplement to the existing Vulnerability Assessment planning grant to gain more public feedback on the planning process. These have been treated by FDEP as "amendments" to the underlying Vulnerability Assessment planning grant if awarded. Our Team can provide additional strategy on this effort if the City's is interested in having that discussion.

The Team suggests that the City consider a more expansive view of the Vulnerability Assessment that also acknowledges the multiple policy, legal and regulatory implications of the Vulnerability Assessment's output. In other projects, the Team has been asked to review the Comprehensive Plan and Code of Ordinances to determine where output from the Vulnerability Assessment should be considered. Examples of this analysis include considerations such as:

- City commitments to levels of service in the Goals, Objectives and Policies of the Comprehensive Plan that may not be able to be achieved under certain future conditions.
  - Example: Is Policy SWS 6.1.4 sufficient to meet future flood risk impact data generated by the Vulnerability Assessment?
- Road design exceptions to the FDOT Greenbook that need to capture future flood risk.
  - Example: Article V. Sec. 47-25.2 Adequacy Requirements. For the regional transportation network and local streets, are improvements in accordance with city engineering standards and city, county and/or FDOT traffic engineering standards sufficient to address the future flood risk data generated by the Vulnerability Assessment?

Additionally, the City will now have the best available information to address any Peril of Flood amendments previously processed in the Coastal Management. Community Health and Safety Element of the Comprehensive Plan as well as better detail any approach to adaptation action areas (Objective CM 2.3 of that Element). As such, this Element should be reviewed for implementation opportunities that arise through the development of the Vulnerability Assessment. For instance, Policy CM 2.3.4 should be modified to include this Vulnerability Assessment as a basis for integrating AAAs into existing and future City processes and city-wide plans and documents. Finally, the Team can better amplify research and recommendations related to funding strategies, updated resiliency-related grants and assist with strategy to bridge from planning to implementation for the Vulnerability Assessment. Our clients have benefitted from supplements to their Resilient Florida Planning Grants to expand the work they believe is necessary arising through their vulnerability assessment process. This past 2022-2023 Resilient Florida Grant cycle alone, Erin L. Deady, P.A. secured four (4) supplemental Resilient Florida Vulnerability Assessment planning grants for various local governments.

# Task 7: Partial Adaptation Plan

### Task understanding

Task 7 will complete a partial Adaptation Plan that assesses the adaptive capacities of the City, prioritizes adaptation needs, and identifies strategies to address the vulnerabilities of the City's most at-risk assets. The Team will begin the process by reviewing existing Master Plans and the Community Investment Plan to identify planned projects that address the vulnerability of the City's critical assets. The plan will include a list of prioritized projects for each asset class defined in subsection 380.093(2), F.S., for consideration and implementation. The goal of this task is to take key prioritized critical assets from the VA, and best position them for future implementation. With exposure, sensitivity and vulnerability of these key assets assessed in the preceding tasks - this task will focus on identifying and prescribing pathways to close any regulatory, administrative, funding and other gaps for the assets' adaptative capacities; building on findings from previous studies/plans and working closely with the City and key stakeholders to prioritize adaptation needs for a portion of the most important assets; and providing a toolkit of potential adaptation strategies that allows the City to assess and refine its options for adapting critical assets with focus on hazard protection and accommodation to remain in place.

The Team will provide a written partial Adaptation Plan that will serve as a roadmap to implement an estimated 10-30 adaptation projects to be refined in a future Comprehensive Adaptation Plan. The partial Adaptation Plan will be developed to align with state requirements, and also federal programs for hazard mitigation, to best position the City for funding to complete the future Comprehensive Adaption Plan itself, and for the implementation of the adaptation projects it identifies. By developing a partial Adaptation Plan, the City will be better equipped to secure funding and implement adaptation projects, ultimately reducing the risks and costs associated with future climate impacts.

### Deliverables

A written partial Adaptation Plan for the City's most vulnerable critical assets, including a capacity assessment that addresses the City's ability to implement protective and adaptive measures.

Task Delivery Timeline: December 2023 to February 2024

# **Task Approach**

The project list will include enough details to ensure the project package is capable of supporting grant funding

applications. The Team understands the components of state and federal grant applications and can ensure the project list includes all appropriate details to meet grant application requirements, such as locations, construction duration, construction cost estimates. operation and maintenance cost estimates, and cost share percentage. Based on the data collection, modeling, and GIS analyses, the Team will identify potential projects and evaluate their effectiveness, ensuring recommended solutions are practical and cost-effective to help address the vulnerabilities identified. For 10 prioritized projects, our Team will provide preliminary concepts designs and class 5 estimated costs. The Team will develop concepts in ArcGIS that can become part of the City's database. As part of the Adaptation Plan development process, this will provide an opportunity to further develop out adaptation planning strategy and implementation recommendations such as performance-based design criteria or level of service recommendations.

The partial Adaptation Plan will:

- Review existing master plans such as the City's Comprehensive Plan and the Community Investment Plan to identify planned projects that will either address or affect the vulnerability of the City's critical assets.
- Assess the adaptive capacity of the City's critical assets and prioritize adaptation needs.
- Identify assets with planned adaptation or mitigation projects and vulnerable assets without adequate resilience strategies, to aid in prioritization.
- Further prioritize adaptation needs for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.
- Identify and select a list of implementable adaptation strategies by providing a curated toolkit of solutions applicable to critical assets and associated risks in the City.
- Provide a preliminary implementation roadmap that articulates capacity, timing, funding, and other needs to address the projects identified and for completion of a comprehensive Adaptation Plan that builds on this deliverable.

To meet the requirements and best practices outlined in the RFP and FL Adaptation Planning Guidebook, respectively, we propose that the partial Adaptation Plan consist of three primary components:

### 1.) Adaptation Toolkit

A toolkit of options will be developed with all asset classes in mind and will be based on the risk context of those assets, as well as evaluation and performance criteria to be developed in collaboration with the City. The toolkit will present a suite of mitigation and adaptation measures that can be applied more broadly and will be tailored and further refined for key critical assets as part of the adaptation planning process. The toolkit will communicate the types and range of proven solutions that are appropriate to Fort. Lauderdale's conditions, as well as key considerations about the solutions, to include timing and resource requirements, co-benefits, limitations, and maintenance needs. Further, the toolkit will provide a framing tool for both the technical team and City stakeholders, to help us begin from similar places of understanding, about the technical considerations that often guide selection and implementation of adaptation projects.

Information provided in the toolkit may include:

- Hazard context addressed by the mitigation/ adaptation measure.
- The types of assets and areas in the City in which the solution can be applied.
- Opportunity to scale the intervention (individual site, across multiple sites, etc.).
- Possible co-benefits (benefits other than addressing the hazards).
- Level of potential disruption from construction or implementation.
- Typical cost, permitting, and constructability level of effort.
- Information of where these solutions have been deployed and worked.

The diagram below illustrates the types of solutions/ adaptation measures that will be included in the toolkit.



The team will work with the City to define the parameters of the toolkit, which may include physical and nature-based solutions, policy and governance solutions, and interdependent and community-based actions. The value of the toolkit is that it will both be used as a baseline to begin the development of the action plan, and it provides information that can be used for decision making to support advancement and building upon the partial Adaptation Plan.

### 2) Prioritized Project List

A project list of at least 10 adaptation interventions will be developed. The project selection will be based on asset criticality and vulnerability. Assets with the highest level of criticality and vulnerability and the lowest level of existing protection and resilience measures may be given the highest priority. For the 10 projects, next steps for implementation will be articulated. Our Team will work closely with the City to select the priority projects and project options will be evaluated against a variety of factors to determine priority for implementation.



The diagram above highlights example considerations that will be factored into project selection and prioritization.

This portion of the work will require review of existing master plans such as the City's Comprehensive Plan and the Community Investment Plan to identify planned projects already in the pipeline that will impact the vulnerability of the City's critical assets. Based on the vulnerability assessment, we will identify the priorities for implementation. Prioritizing projects for each asset class under subsection 380.093(2), F.S., requires a comprehensive assessment of the criticality and vulnerability of the assets, the existing condition of the assets, and the feasibility and cost-effectiveness of proposed projects. This process ensures that the most critical and vulnerable assets are given the highest priority for consideration and implementation, while

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For the selected priority project list, our Team will:

- Establish goals: Establish clear project goals, such as intended level of service.
- Identify strategies for addressing adaptive capacity needs: Further develop specific recommendations to close any identified regulatory, planning, administrative, technical and fiscal/funding capacity gaps of the City or stakeholders responsible for implementing the adaptation measures.
- Develop a timeline: Develop a timeline for implementation that identifies key milestones and timelines for completion of specific activities. This will help to track progress and ensure that the adaptation measures are implemented in a timely manner.
- Develop preliminary benefit-cost analysis (BCA): Develop a preliminary BCA to help guide project design and articulate project benefits, and allow for early assessment of funding competitiveness for implementation under potential state and federal programs.
- Identify funding needs: Identify the funding required to implement the adaptation measures, including potential sources of funding such as grants, loans, or private financing. This may involve developing a detailed budget and financial plan that outlines the costs of the adaptation measures, as well as potential cost savings or benefits.
- Engage with stakeholders: Identify the stakeholders that will be involved in the implementation of the adaptation measures and develop a plan for engaging with them. This may include community members, local government officials, private sector partners, and other stakeholders.
- Establish monitoring framework: Establish a monitoring and evaluation framework to track progress and ensure that the adaptation measures are achieving their intended outcomes. This may involve developing performance metrics and reporting systems to measure progress and identify areas for improvement.

### 3) Implementation roadmap

The implementation roadmap will serve as an overall path forward and can be applied to protect all identified critical assets. The implementation roadmap will include recommendations based on our insights from the VA and will also include capacity assessment, preliminary policy, programs and services, engagement, physical solutions, emergency management recommendations and potential funding avenues. As part of early project orientation and beginning in Task 1, the team will catalogue and evaluate existing City-related plans, programs, and projects. The team will use this catalogue to identify opportunities to fill gaps, as well as build on the existing work the City is completing identify opportunities for adjustment to further increase resilience as they relate to identified critical assets and identify possible implementation pathways

A key goal for developing a partial Adaptation Plan is to have conceptual projects to fund and implement. An element of that funding is grants. Our Team has an unparalleled track record with securing grant funds. Arcadis brings significant experience with state and federal grant programs nationwide, both in securing and managing funds. Since 2012, Arcadis has helped our clients secure more than \$7 billion in resilience related funding and are currently managing close to \$2 billion in federal and state grants, including HUD Community Development Block Grants (DR/MIT) and programs with multiple funding sources layered together. Projects with multiple funding sources can be particularly complex, and our team has successfully delivered major CDBG-DR and MIT funded resilience projects, such as Resilient New Jersey and Nassau County's \$1.2 billion resilience program, and provided grant programmatic and technical support to various state agencies including the two administering funding for this effort, Florida Department of Economic Opportunity and Florida Department of Environmental Protection, and well as for the Florida Division of Emergency Management bureaus of Recovery and Mitigation. The Adaptation Plan will be developed to align with federally and state recognized funding framework in mind that can steer development decisions; and drive prioritization of capital projects to maximize the chances of inclusion in the Statewide Flooding and SLR Plan, and for developing effective grant applications under the Bipartisan Infrastructure Law (BIL), Inflation Reduction Act (IRA), and other federal programs.

Our Team includes Erin L. Deady, P.A. who has been at the forefront of the Always Ready/Resilient Florida program prior to its inception having written numerous successful grant in the program before the statute was enacted. After the legislation was enacted in 2021, Erin has successfully authored 53 grants valued at \$94 million. Erin also engaged heavily representing multiple local government clients in the rule development for Chapter 62S-8, F.A.C., the granting criteria for evaluating applications for projects to be included in the Statewide Flooding and Sea Level Rise Resilience Plan. She is intimately familiar with that grant application process having added significant clarification and language during that FDEP rule development process. The development of the Adaptation Plan will be greatly benefitted by her expertise to ensure the information about the projects is turnkey for successful grant applications under the Section 380.093, F.S. legislation. Therefore, it is understood that a meticulous project management

approach that incorporates expertise in complex grant management is critical to the success of this project.

To complete the work in task 7 there will be cross collaboration across our team. Our project identification & prioritization team will work in step-lock with the adaptation toolkit development team and the future funding analysis team develop to partial Adaptation Plan. The partial Adaptation Plan will be vetted by our technical advisors for quality assurance and control.

### Grant Management and Compliance - Florida Statute § 380.093

With the City of Fort Lauderdale having secured funding from FDEP for this project under the Resilient Florida Program and under Florida Statute § 380.093, we understand that all project activities and deliverables must be conducted and developed with statutory and grant compliance at the forefront. In this sense, Arcadis begins with the end in mind, developing our project management workplan from a statutory and grant compliance perspective. Therefore, it is understood that a meticulous project management approach that incorporates expertise in complex grant management is critical to the success of this project.

As a firm priority, Arcadis compliance fundamentals incorporate a proactive and innovative approach to grant management that ensures (as applicable) the proper expenditure of funds, compliant procurement procedures, successful benefit-cost analyses, full reimbursement, and clean audits. Arcadis will support the City with the following, as applicable:

- Manage Scope, Schedule, and Budget. Arcadis will manage grant project schedules, scope and budget to ensure that project begins and ends within the period of performance identified in the FDEP grant agreement and consulting contract.
- Monitoring and Reporting. Arcadis will support the City in monitoring the period of performance, and environmental and historic preservation requirements, as it relates to compliance and grant reporting requirements.
- Record Keeping, Financial Reporting, Quarterly Performance Reporting. State records retention requirements will be reviewed and incorporated into appropriate areas of project workflows.
- Project Checklists + Regular File Reviews -> File Completion. Arcadis will maintain and submit specific documentation as required such as the VA Compliance Checklist to the City to enable complete and accurate documentation for demonstration of statutory and grant compliance.
- Record Keeping. Arcadis uses Microsoft SharePoint and hard copy project files in accordance with applicable government regulations.
- Quarterly Reporting. Arcadis will support the City with maintaining records of work, schedule, and expenditures, as well as submitting regular progress and other information in the form of quarterly reports as required.
- Audit Assistance. Arcadis will assist the City with any audit finding resolutions as needed.

# Optional Task 1: Media Relations, Direct Community Engagement, Outreach

# Task Scope

The images of the devastation left behind from the April 12-13, 2023, flash floods are unforgettable. To ensure that every step is taken to mitigate future risk, it is important to gain the trust of the community and build relationships with the media with the purpose of being fully transparent. Should additional funding become available, we are prepared to support the City with local outreach and engagement and we have the commitment of Garth Solutions, a local minority and woman owned certified small business headquartered in Davie, FL. Garth Solutions has been leading community outreach and engagement and public relations efforts for capital improvement projects in south Florida for over 20 years.



We recommend working with the trusted voices in the community and utilizing a three-pronged approach: 1) building and proactively managing media relations; 2) direct community engagement; and 3) outreach strategies. First, conduct a needs assessment to identify the community's concerns and develop key messages that will resonate with them. Next, identify stakeholders and build relationships with the media by offering access to information and interviews with key stakeholders. Develop an outreach plan that includes events, workshops, and other opportunities to engage with the community. Finally, evaluate and adjust your approach as needed based on feedback from stakeholders and the community. Through careful planning, ongoing execution, and a commitment to building relationships, you can develop an effective strategy that will help you achieve your goals.

#### 4. APPROACH AND SCOPE OF WORK

### Deliverables

- 1 Media relations training and planning.
- Stakeholder outreach plan: a detailed plan outlining outreach and key stakeholders, including community leaders, elected officials, and media contacts. This plan should include specific tactics and timelines for engagement.
- Community events plan: a plan for community meeting, workshops, and other opportunities for engagement.
- 4. Key content: development of key educational and outreach materials used for meetings, community events and social media.
- Evaluation report: a report outlining the effectiveness of the media relations, community engagement, and outreach strategies. This report should include feedback from stakeholders and the community and should recommend adjustments to approach as needed.

### Task Delivery - Timeline

 Task timeline: Throughout the duration of the project.

# Task Approach

### Media Relations Strategy

Developing and implementing a media relations strategy for the City requires a structured approach that is tailored to the unique needs and challenges of this project. The first step is to conduct a thorough analysis of the target audience, including key stakeholders and media outlets that are relevant to the topic of the intersections of equity, diversity, and climate vulnerability and adaptation. Next, identify key messages that highlight the importance of the assessment and its potential impact on the community. Develop a comprehensive media kit that includes a press release, fact sheet, and other relevant materials that can be distributed to the media. We also provide Talking Points Memos for key city staff and/or elected officials to support speaking engagements or interview requests. Build relationships with journalists and influencers through regular outreach and engagement efforts, such as media briefings and interviews with key stakeholders involved in the assessment. Monitor media coverage and adjust the strategy as needed to stay responsive to emerging issues and community concerns. Finally, evaluate the effectiveness of the media relations strategy and adjust as needed to ensure continued success in communicating the importance of VA to the public and stakeholders.

### Community Engagement - Meet People Where They Are

One approach is to organize public meetings and workshops that provide an opportunity for community members to learn about the assessment and provide input on the potential impacts of climate change on their neighborhoods. This can include panel discussions, expert presentations, and interactive activities that help residents understand the risks and opportunities associated with climate change. Another approach is to use social media and other digital tools to engage with the community, share information about the assessment, and encourage feedback and participation. This can include online surveys, virtual town hall meetings, and social media campaigns that leverage existing networks and online communities.



Figure 1: Meeting-in the-Box example is a way to increase climate resiliency and a method to keep the public informed. This strategy allows community members to learn at their own time and pace.

EXERCISE 1 Visioning



Figure 2: Used for Resilient New Jersey, the Arcadis team developed a "visioning board." This board is a space for the community to share things they love about their town, what they would like to see in the future, and what matters to them most. The goal of the board was to ensure the action plan aligns with the priorities of the community. It is important for the community to understand their climate vulnerabilities. These three example videos were created in a similar project to help educate the community about flood risk:

What causes flooding in the region?

Know and understand your flood risk

### How to protect your home and family from flooding

By combining direct and digital engagement options, we cast a wide net and ensure opportunities for all voices to be heard. These combined methodologies yield a comprehensive community engagement strategy that builds trust, promotes awareness, and fosters collaboration to address the challenges of climate vulnerability.

### Outreach

Following the rain and flooding events of April 12-13, conversations are emerging around equity and priority and disadvantaged communities being left behind. In this sense, the outreach mission has never been more critical, and so a wide and innovative net must be cast. The approach to outreach must be comprehensive and utilize trusted mediums to reach intended audiences, and ultimately to ensure all members of the community are aware and informed of the planning process and have an opportunity to have their voice be heard. We understand that within a diverse community, citizens obtain or receive information through a variety of mediums. In this way we leverage existing partnerships and networks to spread the word about the assessment, including non-profits, faith-based organizations, community organizations, local businesses, academic community, environmental groups, elected official constituent lists, among others. We curate a digital outreach strategy to leverage social media and other online channels to share information about the vulnerability assessment and adaptation plan engage with stakeholders and the broader public. Examples of content in a social media campaign would include pop-ups, flyers/one-pagers, visual collateral (photos, video capsules), and targeted notices for public meeting notices. Social media can also be used to capture information through deployment of brief surveys or calls to action or directing to parent sites. By deploying a comprehensive outreach strategy that leverages a range of tactics and mediums, the City can maximize reach and impact to ensure an equitable process that acknowledges and responds to recent dialogue in a proactive manner, and building a broad coalition of support for the VA and partial adaptation plan.



# 5. References

# 1 Recurrent Flooding Analysis and Flood Resilience Strategy Development

### Portsmouth, VA

Description. The City of Portsmouth retained the Arcadis team to provide resilience program planning and analysis with various City departments: Planning, Public Works, Public Utilities, Parks and Recreation, Information Technology, Public Safety, and others. The Arcadis team developed a resilience program approach, factoring in City priorities and the recently updated Comprehensive Plan. The three-phase approach consisted of: Phase 1 - Resilience Plan Development: Intake & Mapping, Phase 2 - Resilience Plan Development: Engagement & Evaluation and Phase 3 - Resilience Plan Development: Synthesize and Opportunity.

A preliminary gap analysis and an interview process involving key department and City leadership members were completed as part of Phase 1. Key findings from Phase 1 were used in the development of a project application and approach to fund remaining Phases of developing the City's Resilience Plan. This application was submitted to the Department of Conservation and Recreation's (DCR) Community Flood Preparedness Fund (CFPF), leading to an award for developing Portsmouth's Data-Driven and Equity-Driven Flood Resilience Strategy. Arcadis is currently developing the Flood Resilience Plan which will provide direction on key actions for the City to improve its resilience posture. All actions will be developed based on inclusive community engagement that will include community visioning, communication of risk and

resilience alternatives, definition of evaluation criteria, and vetting and refinement of preliminary and final recommendations.

The scope of work includes the following tasks:

- Initial internal stakeholder engagement, review of precedent work and needs assessment
- Identify areas of concern based on flooding hazards
- Conduct Flood Risk and Vulnerability Assessment
- Develop Asset Inventory
- Conduct Quantitative Flood Risk Assessment
- Conduct Social Vulnerability Analysis
- Develop Resilience Toolkit and Identify Adaptation Strategies
- Develop Evaluation Criteria and Preliminary Recommendations
- Develop Adaptation Action Plan

Baseline review of The Flood Resilience Plan will identify and prioritize next steps for the City, such as the development of conceptual designs for selected projects; identification and development of additional grant applications for further planning, design, and construction; and the advancement of policy and governance recommendations.

In addition to providing flood resilience services, the Arcadis team is currently updating the City's stormwater masterplan. Client City of Portsmouth

#### Reference

James Wright, PE, CSM City Engineer / Interim Deputy City Manager 801 Crawford Street, 4th Floor Portsmouth, VA 23704 T. 757 393 8592, ext 4188 E. wrightj@portsmouthva.gov

Completion Date Ongoing

Total Project Cost (Estimated & Actual) \$586,610 (fee)

# **2** Flood Risk and Resilience Program Support Coastal, LA

Description. CPRA selected Arcadis to assist in developing the Flood Risk and Resilience Program as part of its 2017 Coastal Master Plan-which Arcadis also assisted in developingto recommend nonstructural risk reduction projects and develop a framework and application process to distribute funding to parishes and incentivize flood risk reduction policies and practices. Building on the master plan, the Arcadis team generated policy recommendations to enhance resiliency efforts; summary statistics about parishes to better analyze their nonstructural needs; outputs from the Coastal Louisiana Risk Assessment model on the 32 recommended nonstructural project areas; and an applicant handbook, including application descriptions, instructions, details about program/project management, and program policies and procedures.

Arcadis further worked with CPRA in completing a capability and capacity assessment with 24 coastal parishes to better understand parish needs and further guide Flood Risk and Resilience Program development and State resource investment. The assessment, consisted of a comprehensive online survey. in-depth interviews, and in-person workshops, covered various topic areas relevant to effective flood risk management, including staffing, funding, projects, policy, education, coordination, and data. Based on the assessment, Arcadis developed a series of recommendations and strategies for state agencies to guide the Flood Risk and Resilience Program as well as the Louisiana Watershed Initiative. Arcadis also supports the Louisiana Coastal Master Plan.

#### Client

Coastal Protection and Restoration Authority (CPRA)

#### Reference

Sam Martin, PMP Coastal Resources Senior Scientist | Planning and Research Division Coastal Protection and Restoration Authority The Water Campus 150 Terrace Avenue Baton Rouge, LA 70802 T. 225 342 9025 C. 225 252 9913 E. sam.martin@la.gov

Start - Completion Date 2016 - 2018

Total Project Cost (Estimated & Actual) \$165,000 (flood risk and resilience program support only)

# **3** FEMA FY20-22 FMA Grant Management services for the City of St. Petersburg

### St. Petersburg, FL

Description. Arcadis has provided Flood Mitigation Assistance (FMA) grant application and management services for the City of St. Petersburg for three years, to elevate severe repetitive loss properties in the Shore Acres community located in the coastal AE flood zone and impacted by tidal and storm surge flooding from nearby Tampa Bay. Services included engagement with homeowners, complete application development, benefit-cost analysis, and environmental and historic preservation (EHP) compliance.

The FY20 application was successfully awarded funding from FEMA, and all FY21 applications were deemed cost effective and technically feasible from FEMA's National Technical Review, and as encouraged by FEMA, were re-submitted under FY22 as program funds were exhausted in FY21.

#### Client City of St. Petersburg

#### Reference

Dr. Shrimatee Ojah Maharaj, AICP Grants Officer One 4th Street N City of St. Petersburg, FL 33701 T. 727 892 5180 E. shrimatee.ojah-maharaj@stpete.org

Start - Completion Date 2019 - Ongoing

Total Project Cost (Estimated & Actual) \$56,000

# 4 Ohio Creek National Disaster Resilience Competition and Design Services



Description. The City of Norfolk then selected the Arcadis team (an Arcadis and Waggonner and Ball partnership), to perform the technical design services for the Ohio Creek Watershed Transformation Plan ("NDRC Ohio Creek Project") to develop the application's conceptual design into permittable construction documents.

Through this project, the City seeks to not only reduce risk of flooding, but also to build a resilient community by implementing strategic approaches that address identified stresses such as nuisance flooding but also enhance the social fabric and economic vitality of the community. The team was tasked with developing replicable strategies that could be utilized throughout the region.

The Arcadis team utilized a series of design work sessions to engage government resources, technical experts and stakeholders in the development of the adaptation alternatives. The alternatives were modeled and vetted for effectiveness and community acceptance before proceeding with permitting and detailed design. The Arcadis team is implementing detailed design and development of construction documents in close coordination with the City's departments to ensure a successful transition will occur into the construction phase within the project schedule. Project is currently under construction.

"The city selected Arcadis not only because it's staffed with experts who understand the unique nature of our flooding challenges and bring innovative and sustainable ideas to the table, but because they believe in what we are trying to accomplish — a resilient coastal community for the future,"

Scott Smith, Coastal Resiliency Manager, City of Norfolk Client City of Norfolk

#### Reference

Scott Smith Coastal Resiliency Manager City of Norfolk 501 Boush Street, Norfolk, VA 23510 T. 757 441 2602 E. Scott.Smith@norfolk.gov

Completion Date 2023 (estimate)

Total Project Cost (Estimated & Actual) \$750,0000 (winning competition) \$11.6 million (engineering)

### Additional Subconsultant References - Jacobs

### SOUTH FLORIDA MILITARY INSTALLATION RESILIENCE REVIEW (MIRR) | HOLLYWOOD, FL

Description. The South Florida MIRR Over the summer, Jacob's team spans three counties and four key installations, including U.S. Naval Air Station Key West (NASKW). The purpose of the MIRR is to identify the risks, hazards and vulnerabilities of concern related to the ability of the military to carry out its missions on the installation that could be mitigated through investments and solutions outside the fence line in the community. Jacob's uses the planning horizons of 2040 and 2070 for projections and forecasted vulnerabilities and shocks in addition to everyday stresses the installation faces.

The project kickoff and visioning session took place in May at the U.S. Southern Command Headquarters.

conducted four site visits with tours and work group meetings with installation planners, municipal leaders and utility providers for fact finding and data collection. Key West staff members were valuable contributors during the site visit. While NASKW assets are indeed vulnerable to climate change and sea level rise, they are also highly valuable and unique installations for homeland security and their regional economies. The vulnerability assessment is now complete. Jacob's entered 2023 gearing up for strategy development and project definition with a completion target date by summer 2023.

Client

South Florida Regional Planning Council

#### Reference

Isabel Cosio Carballo, MPA Executive Director 1 Oakwood Boulevard, Suite 250 Hollywood, FL 33020 T. 954 924 3653 E. Isabelc@sfrpc.com

**Completion Date** 2023

Total Project Cost (Estimated & Actual) \$650,000



### WASTEWATER/WATER SYSTEM RESILIENCE ASSESSMENT PLAN AND PROGRAM | CITY ST

Description. Jacobs developed a comprehensive Resilience Plan to serve as an action-oriented guide to position JEA for long-term reliability and resilience for potable water, wastewater, chilled water, and reclaimed water systems through identification of flood risk, development and prioritization of mitigation strategies, and the incorporation of aggressive design standards for future capital projects. They also provided program management, engineering and design services to improve system reliability and resilience during extreme weather events.

They initially reviewed and prioritized JEA facilities based on highest vulnerability and criticality. They then determined the benefits of resilience investments for each facility based on monetized

risk, calculated as the product of consequences of flooding times the probability of flooding. The probability of flooding was determined for each asset based on the flood modeling scenarios. They then developed applicable strategies that provide varying levels of protection based on asset criticality and anticipated service life. The adaptation strategies developed fall into three categories: elevation, hardening, and flood barriers. They used the risk and strategy cost data to drive a cost/ benefit analysis and prioritize facility investments based on return on investment. The plan was so well received by the water side of JEA that the power side of the house currently has Jacobs engaged for a similar and complementary energy resilience plan!

Client JEA

Reference

Oliver C. Domingo Project Manager T. 904 665 6325 E. domioc@jea.com

**Completion Date** 2021

Total Project Cost (Estimated & Actual) \$1.4 million



# Additional Subconsultant References - Jacobs

### INTEGRATED WATER MANAGEMENT CONSULTANT | MIAMI BEACH, FL

Description. This multi-disciplinary flood mitigation program focuses on reducing flood risk through a comprehensive and integrated approach to managing water resources. It is a community-based flood mitigation and SLR adaptation plan to guide capital investment and project prioritization for immediate needs, near-term activities, and longer-term strategies to enhance the resilience of the City. This program will set the industry standard for integrated approaches to mitigate current flood risk and adapt to future flood risk in coastal communities. Work to date includes road elevation/ adaptation policy, capital budget reprioritization, and neighborhood design improvements.

Each project incorporates a complete street approach, including enhancements to pedestrian,

bicycle, and vehicular access, streetscape aesthetics, traffic calming, and dry and wet utility replacement while improving the road surface durability elevation and resilience to flooding. The city's blue/ green infrastructure plan includes best practices, implementation strategies, concept plans and "Living with Water" renderings for not only the many challenging conditions across the city, but also incorporating blue/green strategies that blend road-raising efforts within their site-specific contexts around Miami Beach. Aside from the highly urbanized and dense context of Miami Beach, other constraints included historic building stock across the city, shallow groundwater levels with limited soil and storage capacity, rising sea levels, low topographic elevations, along with extreme and intensifying storm events.

Client City of Miami Beach

#### Reference

Eric Carpenter Deputy City Manager 1700 Convention Center Drive Miami Beach, FL 33139 T. 305 673 7000 ext. 7080 E. ericcarpenter@ miamibeachfl.gov

Completion Date 2022

Total Project Cost (Estimated & Actual) \$1.1 million



### TYNDALL AIR FORCE BASE REBUILD AND COASTAL RESILIENCE | FL

Description. After Hurricane Michael devastated the Tyndall AFB base in October 2018, Jacobs developed governance documents and a Program Management Plan to guide the Rebuild Program. The program incorporates planning and design strategies supporting operational readiness and efficiency; creating a secure, resilient environment; addressing flood and storm surge risks; and consolidating development to use land efficiently. Guiding principles included cost-saving resource efficiencies, improved environmental performance, personnel safety, and augmentation of severe weather and climate resilience performance through the pillars of sustainability. resilience, and smart technologies.

Jacobs evaluated coastal flood risk and other natural hazards to identify vulnerabilities to infrastructure, base operations, and mission readiness and to inform the development design guidelines

for reconstruction. They used GIS to perform asset vulnerability assessments and provided map support and site characterization for USAF 1391 design package submittals and NEPA review. Robust stakeholder engagement played a critical role in project development and support. Their Kaleidoscope platform hosts interactive maps, and the viewing portal fostered alignment on a vision for the future and streamlined decision-making. Jacobs developed 42 capital infrastructure project descriptions and cost estimates focused sustaining the critical DoD mission at the base, with high priority projects including water, wastewater, stormwater, buildings, and roadways to maintain operational continuity of the base. Their work continued through 2022 focused on developing four nature based coastal projects, including securing \$15M for design and construction. They just finalized and submitted a companion Coastal Resilience Implementation Plan for the installation.

#### Client

U.S. Air Force Program Management Office (PMO)

#### Reference

Traycee Verdun-Chapman Community Planner and Partner Liaison T. 314 737 3088 E. traycee.chapman@us.af.mil

Completion Date 2022

Total Project Cost (Estimated & Actual) \$1.6 million



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### Subconsultant References - Miller Legg

#### CITY OF MIAMI BEACH FLAMINGO & COLLINS HISTORICAL SURVEYING | MIAMI, FL

Description. Miller Legg was retained by the City of Miami Beach to conduct surveys in order to prepare FEMA elevation certificates for the Historic Buildings classification and Lifting Feasibility Guidelines Study of 444 structures in the Flamingo Park Historical District and 86 structures in the Collins Waterfront Historical District. This work was part of a project to evaluate the City's options for these structures (including elevation, remain in place, demolish, relocate, harden) in preparation for any future sea-level rise. GIS was used to efficiently collect and assemble project photos and data in the field.

Miller Legg worked in tandem with our structural engineering subconsultant in its structural lifting analysis assignment for this project.



Client City of Miami Beach

#### Reference

Carmen Sanchez Deputy Planning Director City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33139 T. 305 673 7550 E. csanchez@MiamiBeachFL.gov

Completion Date 2018

Total Project Cost (Estimated & Actual) \$144,000

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MIAMI-DADE WATER & SEWER DEPARTMENT

### Subconsultant References - Erin L. Deady, P.A.

### VULNERABILITY ASSESSMENT | MONROE COUNTY, FL

Description. ELDPA has led the County's resilience planning efforts supporting staff since 2013 and developed the Resilience Planning Grant R2111 awarded to Monroe County to update its original vulnerability assessment (VA) conducted in 2015. For this 2020-2021 work, ELDPA led the team, which also included Clearview, performing habitat analysis (one of the only VAs to perform that analysis to date) among other modeling efforts.

Using a baseline GIS database containing building elevation certificates, planning-grade sea level adjusted floodplains, and local sea-level-rise tide projections, the team identified multiple climate-driven vulnerabilities and provided visualizations of potentially flooded infrastructure in 2040, 2070, and 2100. The team conducted the GIS analysis to identify potential vulnerabilities with consideration of natural areas, assets, and infrastructure, as well as the social fabric of the community.

Multiple modeling tools were used including SLAMM, Hazus and other GIS based tools. The project team also created a story map of the project methods and results. Modeling change in habitat and mangrove encroachment, the team identified habitats that are

especially vulnerable to rising sea levels. These data served as a foundational component for identifying the County's adaptation action areas.



Client Monroe County

#### Reference

Rhonda Haag Chief Resilience Officer 1100 Simonton Street Key West, FL 33040 / 102050 Overseas Hwy. Key Largo, FL 33037 T. 305 453 8774 E. Haag-Rhonda@MonroeCounty-FL.Gov

Completion Date 2021

Total Project Cost (Estimated & Actual) \$92,000

#### Highlights:

- Sea level rise analysis
- County-wide resilience planning
- Public outreach

### MONROE COUNTY WATERSHED MANAGEMENT PLAN (2019) | KEY WEST, FL

Description. From January 25, 2017-August 6, 2019, during the work that Lori Lehr, Inc. was performing for Monroe County related to CRS Class certification, the County received a National Oceanic and Atmospheric Administration (NOAA) grant (written by Erin L. Deady and Dr. Jason Evans) to develop a Watershed Management Plan pursuant to Activity 452.b in the CRS program. The project included communities across four states. A Final Watershed Management Plan was presented to the Monroe County Board of County Commissioners in 2019.

The project was challenging because it was the first instance in Florida where a local government had undertaken a Watershed Management Plan under CRS utilizing new criteria related to sea level rise. There was extensive coordination with ISO/CRS led by Lori Lehr and supported by Dr. Jason Evans and Erin Deady. The scope of the modeling that needed to occur, scenarios for sea level rise and extent of stormwater infrastructure analyzed were all points of discussion with ISO and the analysis was led by Dr. Jason Evans and Alex Zelenski. Field data was collected to resolve issues of key structures to model.

Since the project was grant funded, there was no room for cost overruns and the budget was met on time for the County to incorporate the plan into



its efforts to increase is Class score from a 5 to a 3, over performing on the County's original goal to secure a Class 4 rating. This was the first such project approved by ISO in the State of Florida and only the 2nd nationally to develop and receive approval for an Activity 452.b Watershed Management Plan.

#### Client Monroe C

Monroe County

#### Reference

Christine Hurley Executive Director Monroe County Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040 T. 305 295 5180 E. hurley-christine@monroecounty-fl.gov

Completion Date 2019

Total Project Cost (Estimated & Actual) \$100,000

#### Highlights:

- Scored CRS-Watershed Management Plan
- Sea level rise analysis
- Stormwater management system analysis

# Subconsultant References - Erin L. Deady, P.A. | Clearview

### ST. LUCIE COUNTY VA, ST. LUCIE COUNTY ENVIRONMENTAL RESOURCE DEPARTMENT | FORT PIERCE, FL

Description. ELDPA and Clearview led the development of the St. Lucie County Vulnerability Assessment (VA) as a product of Resilience Planning Grant R2133 as subcontractors to Tetra Tech. The project included the County and the municipalities within the County. The VA addresses (1) flood related impacts under various sea level rise scenarios and tidal flooding, (2) critical buildings and infrastructure, (3) natural resources, and (4) at-risk populations. The analysis forms the foundation of an evidence-based, strategic resilience plan that systematically prioritizes and develops adaptive strategies to address areas of vulnerability.

Development of the key findings and data analysis for the VA was led by ELDPA and Clearview Geographic. The first effort was initiated before the Section 380.093, F.S. legislation was enacted for the Resilient Florida program but serves as a basis to update that information in a forthcoming VA update and implementation of a CDBG-MIT resilience planning effort.

The ELDPA / Clearview team led the entire VA approach, all data collection efforts, a modeling strategy and



significant mapping output. The team also conducted numerous elected official briefings and public outreach events in conjunction with Oxbow Eco-Center in St. Lucie County. The work has also served as the foundation for a supplemental Resilient Florida Grant and the County is currently engaged in efforts to develop a Stormwater Master Plan that will provide significant data for the next VA effort funded by the Resilient Florida program. Client St. Lucie County

Reference Sandra Bogan, Resilience Navigator, St. Lucie County 2300 Virginia Avenue, Fort Pierce, FL 34982 T 772 462 1848 E. bogans@stlucieco.org

Completion Date 2021

Total Project Cost (Estimated & Actual) \$75,000

### Highlights:

- Multi-jurisdictional with County and municipalities
- Sea level rise analysis
- County-wide resilience planning
- Public outreach

### CITY OF PENSACOLA VULNERABILITY ASSESSMENT | PENSACOLA, FL

Description. ELDPA and Clearview prepared the VA for the City of Pensacola through Resilience Planning Grant R2116. The VA presents an updated analysis of the City of Pensacola's vulnerabilities, with a particular focus on ecological and social vulnerabilities to guide future planning efforts. The project team developed stormwater project recommendations for the city, both to guide adaptation measures based on the VA and to improve the quality of future assessments. Clearview developed several map books and corresponding GIS data detailing the NOAA level rise projections. Using a 2040, 2070, and 2100 planning horizon and the NOAA Intermediate

High and Intermediate Low flood projections in an analytical model that assigned a ranked priority based on timeline to impact and estimated water depth for the critical assets, areas, and infrastructure. Additionally, Clearview identified Priority Planning Areas and a stormwater project priorities list for retrofitting outfalls with tide valves.



#### Client City of Pensacola

Reference

Cynthia Cannon, AICP Assistant Planning & Zoning Manager 222 W. Main St. Pensacola, FL 32502 T. 850 435 1670 E. ccannon@cityofpensacola.com

Completion Date 2021

Total Project Cost (Estimated & Actual) \$85,000

### Highlights:

- Sea level rise analysis
- Grant funding

### Subconsultant References - Erin L. Deady, P.A. | Clearview

### CITY OF WEST PALM BEACH VULNERABILITY ASSESSMENT | WEST PALM BEACH, FL

Description. ELDPA and Clearview are preparing the VA for the City of West Palm Beach through a Resilience Planning Grant. The VA presents the City's first Vulnerability Assessment that will comply with the new Resilient Florida criteria, with a particular focus on infrastructure readiness and social vulnerabilities to guide future planning efforts. The project team has also developed 6 successful Resilient Florida grant applications

for the City over the last two years for drainage, lift station hardening, underground utilities hardening (2 phases), tidal valves and a supplemental planning to expand the outreach and other elements of its Vulnerability Assessment planning process. Through the grant application process, Clearview has already developed several map books and corresponding GIS data detailing the NOAA level rise projections. Using a 2040, 2070, and 2100 planning horizon and the NOAA Intermediate High and Intermediate Low flood projections in an analytical model that assigned a ranked priority based on timeline to impact and estimated water depth for the critical assets, areas, and infrastructure.



Client City of West Palm Beach

Reference Penelope Redford Resilience & Climate Change Manager City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401 T. 561 804 4981 E. predford@wpb.org

Completion Date Ongoing

Total Project Cost (Estimated & Actual) \$192,475

#### Highlights:

- Sea level rise analysis
- Grant funding



# Minority/Women (M/WBE) Participation

# 6. Minority/Women (M/WBE) Participation

Arcadis implements a M/WBE program that creates value for our clients as well as benefits our employees and our communities through the enhanced economic environment that the success of these businesses brings. Arcadis fully subscribes to the proposition that a climate conducive to the development, growth, and expansion of M/WBE businesses is vital to the economic health. We also believe in being an active participant in the community by providing mentorship to its students, building relationships with its community leaders, and promoting community M/WBE firms to embody the Arcadis core value of entrepreneurship. To encourage and support this value, Arcadis aggressively pursues subcontracting opportunities with small, disadvantaged, woman-owned, minority-owned, and service-disabled veterans' concerns in accordance with the laws and regulations of the U.S. government, the State of Florida, and Broward County. Arcadis has partnered with the following minority subconsultant for this contract:

ERIN L. DEADY. PA

We have teamed with **Erin L. Deady, PA,** 

**(ELDPA),** a Delray Beach-based firm that has completed numerous planning, code, and resilience projects across Florida (and specifically South Florida) and has provided input and guidance to the Florida Department of Environmental Protection (DEP) for the Resilient Florida Program. The addition of Erin on the team provides a necessary and critical level of legal risk analysis for vulnerability and resiliency planning to help local governments navigate the complexity of prioritization of adaptation response. ELDPA continues to coordinate directly with agency staff on rule interpretation on several key aspects of the program. ELDPA has led the development of numerous vulnerability assessment statewide including numerous aspects of the policy implementation approach for



resiliency in Monroe County, Martin County, and many municipalities throughout the State of Florida. Currently, ELDPA is leading vulnerability assessments (or updates) in Islamorada, Pensacola, West Palm Beach, Martin County and Lynn Haven. ELDPA led the development, with Clearview Geographic, of all of the vulnerability planning conducted in Monroe County in 2015 and 2021 and is a subconsultant on the Countywide Roads Adaptation planning. She has written over 20 successful grants in the Keys related to resiliency and vulnerability planning and project work. She recently authored a successful grant for the City of Key West awarded by the Division of Emergency Management to conduct a Watershed Management Plan under the NFIP CRS program.



# 7. Subcontractors

In addition to our subconsultant partners listed below, we have numerous relationships with other subconsultants that we could engage rapidly as specific project needs arise.

**Jacobs** has evolved from a one-person engineering consultant to a publicly traded Fortune 500 company. We lead the global professional services sector delivering solutions for a more connected and sustainable world.

Last year, Jacobs Engineering transitioned to Jacobs Solutions, to better align with our intelligence, infrastructure, cybersecurity, space portfolio, resilience, and sustainability. This move is the latest part of a deeper strategy change at our company. CEO Steve Demetriou is committed to global infrastructure modernization, climate response, and the digitization of the industry as three multi-decade growth opportunities for the firm.

We understand that resilience is more than planning for sea level rise and flooding. It is a new approach to infrastructure projects that develops a comprehensive solution to manage or mitigate the wide range of current and future risks while enhancing quality of life and public and private investment for long-term performance and the realization of the broader benefits to environmental and social systems.

Jacobs will channel its expansive capabilities in water, power, transportation, and environmental markets, and tap resiliency experts to bring forward bold solutions. Our 61,000+ multidisciplinary professionals in more than 400 communities around the globe are excited about these developments focused on the future. With more than 4,000 employees that call the Sunshine State home, the Jacobs Resilience Center of Excellence is located in Florida—supported by our firmwide top resilience leaders: Jason Bird, CFM, and Susy Torriente. We're bringing our top resilience leaders to your project and we will share best practices and lessons learned to date from other coastal and island communities. We are at the forefront of water and climate resilience, with over 3,000 specialists who work worldwide to help our clients' infrastructure and communities stay safe, resilient, and adaptable to change. We are committed to providing you with a long-term trusted partner that can help you get this important resilience implementation plan ready for future generations.

### Climate Vulnerability Assessment (CVA) and Adaptation Planning

Climate-related resilience is more than suggesting sea walls, higher levees, bigger tunnels, and more reservoirs. The City requires a multi-pronged approach to tackle a host of challenges, while preserving its historic charm. Jacob's climate scientists, infrastructure designers, and public engagement experts collaborate on a vision, perform detailed risk assessments, and implement adaptations that bring the most protection and value to each community. Jacobs has **completed hundreds of climate change mitigation and adaptation projects** for national governments, state municipalities, and private clients globally. They've developed, and regularly use a number of industry leading analytical vulnerability assessment tools and models including the EPA Climate Ready Guide and the United Nations ARISE Buildings Resilience Scorecard. Their assessments identify and rank high-risk critical infrastructure, including human health risks (such as from power, water, and wastewater facility failures) to economic risks such as business continuity or supply chain issues.

### Vulnerability Assessments and Adaptation Plan Experience

With an extensive portfolio of projects focused on building infrastructure and community resilience against the adverse effects of extreme weather events and climate change, Jacobs is at the forefront of developing and implementing long-term, adaptive solutions. The featured project experience table on the following page includes scope items similar to this project.

- 1. Climate Vulnerability Assessment
- 2. Adaptation Plans
- 3. Traditional Hardscape Engineering
- 4. Nature-Based Adaptation/GI/LID
- 5. Historic & Cultural Preservation

- 6. Economic Redevelopment
- 7. Community Adaptation (Housing/Health/Social Wellness)
- 8. Policy Writing/Guidance (LDRs & AAAs)
- 9. Public Facilitation/Engagement
- 10. Interactive Maps

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South Florida Military Installation Resilience Review (MIRR) South Florida		$\otimes$	$\otimes$	$\otimes$		$\bigotimes$	$\otimes$	$\oslash$	$\otimes$	$\bigotimes$
Wastewater/Water System Resilience Assessment Program Jacksonville, FL	Ø	Ø	$\bigotimes$	$\otimes$				Ø		$\otimes$
ntegrated Water Management Consultant Miami Beach		$\oslash$	$\oslash$	$\oslash$	$\oslash$		$\otimes$	$\oslash$	$\otimes$	$\bigotimes$
Tyndall Air Force Base Rebuild and Coastal Resilience Panama City, FL	$\otimes$	Ø	$\otimes$	$\otimes$	$\oslash$	$\otimes$	$\otimes$	Ø	$\otimes$	$\otimes$
Historic Greynold's Park Seal Level Rise Flood Mitigation Strategy Miami, FL		$\oslash$	$\otimes$	$\otimes$	Ø		$\otimes$		$\otimes$	$\otimes$
Water Agency Climate Vulnerability Assessment and Adaptation Plan Sonoma County, CA	Ø	Ø	Ø	Ø		ø		Ø	Ø	ø
Electrical Resilience Plan Jacksonville, FL	Ø	Ø	Ø			Ø		Ø		Ø
Climate Change Vulnerability Assessment, Adaptation, and Mitigation Plan Prince George and Montgomery Counties, MD	ø	Ø	Ø	Ø	Ø	Ø			Ø	Ø
Miami-Dade Ocean Outfall Legislation (OOL) Program Miami, FL		Ø	Ø	Ø				Ø		Ø
San Francisco Waterfront Resilience Program San Francisco, CA		Ø	Ø	Ø	Ø	Ø		Ø	Ø	Ø
Hurricane Irma & Maria Response San Juan, PR; St. Croix, USVI			Ø		Ø		Ø	Ø		
Smithsonian Climate Change Adaptation Plan Fort Pierce, FL; Washington DC; New York, NY	Ø	Ø		ø	Ø			Ø	Ø	
Confronting Climate Change and Population Growth Effects on Sewer and Wastewater Systems New York, NY	Ø	Ø	Ø	Ø					Ø	Ø
Facilities, Storm Drainage, Wastewater, and Climate Plan Boston, MA		Ø	Ø	Ø	Ø					Ø
USEPA Drought Guide, Adaptation Planning, and Climate Resilience Evaluation and Awareness Tool (CREAT) Toolbox Nationwide		Ø	Ø	ø				ø	Ø	Ø
East Side Coastal Resiliency "Rebuild the Design" New York, NY		Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø



Miller Legg is a state-wide award-winning consulting firm that

brings together the elements of surveying, geographic information systems, engineering, planning, landscape architecture and urban design, and environmental wetlands consulting services. Miller Legg works successfully to improve communities and create environments for a variety of clients. Client sectors include transportation, municipal and county government, healthcare, education, federal and international. This offers their clients a firm of seasoned professionals who are leaders in the Florida consulting industry. Miller Legg, established in 1965, employs a staff of 43 professionals and technicians. The firm has locations in Fort Lauderdale, Miami and Port St. Lucie. Miller Legg has been collaborating with the City of Fort Lauderdale for more than 25 years on a variety of projects including parks and recreation, streetscapes and roadway improvements, stormwater drainage as well as aviation projects including at the Executive Airport and its adjacent parcels.

The firm's surveying services include: land surveying such as boundary, land title, route, right-of-way, platting, design and control, topographic, Subsurface Utility Engineering (SUE), as-built, tree, and hydrographic surveys, construction

CAM #24-0350 Exhibit 2 Page 167 of 210 layout, Construction Engineering Inspection (CEI) surveys, field monumentation, sketches and descriptions for acquisitions and easements, GPS data collection and LIDAR scanning. In addition, they provide quantity (earthwork) surveys, condominium surveys, title document analysis, plot plans, and expert witness testimony.

In 2020, their Survey Department launched the use of laser scanning technology. As well as collecting data quickly, laser scanning is a perfect solution for projects which are relatively inaccessible, have complex detail or are unsafe to survey in the traditional way. Their market for this technology expanded as they also provided interior and structure scanning.

The firm has completed numerous municipal, county, state and federal projects ranging from neighborhood improvement and redevelopment projects, educational facilities, neighborhood parks, and golf course designs to regional water and sewer utilities, complete street projects, streetscapes, streets and highways, and cemeteries.

Additionally, the firm has successfully completed several thousand private sector projects including residential developments from two to 7,000 acres, industrial and office sites, hotels and theme park facilities, hospitals and medical office complexes, commercial properties, retail shopping centers and franchise properties. The firm has been involved with more than 100,000 acres of project design development in Florida.

Their approach to each project is best characterized by a "partnering relationship." They dedicate themselves to learning the culture of their clients, their specific concerns, desires and needs, much like an extension of their own offices. They consistently strive to maintain time schedules and to provide factual and frequent communication.

Miller Legg prides itself on its team approach to the interdisciplinary needs unique to the project and client. They provide responsive, personalized, quality service to value-conscious private clients and select government agencies, who desire the very best in planning and design.

# Miller Legg CIty of Fort Lauderdale Project Experience:

- City of Fort Lauderdale Executive Airport (FXE) Gopher Tortoise Plan
- City of Fort Lauderdale Mills Pond Park Environmental Construction Observation
- City of Fort Lauderdale Fire Station #35 ESA
- City of Fort Lauderdale Executive Airport (FXE) 5-Year EPD Drainage System Re-Certification
- City of Fort Lauderdale Executive Airport (FXE) Wildlife Hazard Management Plan (WHMP)
- City of Fort Lauderdale Executive Airport (FXE) Wildlife Hazard Assessment

- City of Fort Lauderdale FXE Parcel 21B NRA Native Vegetation Protection & Tree Inventory
- City of Fort Lauderdale Marina Lofts Traffic and Parking Reduction Studies
- City of Fort Lauderdale Aldi Foods Traffic and Parking Reduction Studies
- City of Fort Lauderdale Joseph C. Carter Park Improvements
- Fort Lauderdale Executive Airport (FXE) Mitigation Services Parcel 21B
- City of Fort Lauderdale Sailboat Bend Traffic Calming
   Improvements
- City of Fort Lauderdale Bayview Drive Stormwater & Drainage Improvement
- City of Fort Lauderdale SR A1A Mercedes River Bridge to Flamingo Avenue TDLC
- City of Fort Lauderdale New River Yacht Club West Traffic Study
- City of Fort Lauderdale FXE Parcel B C & D Engineering / Earthwork
- City of Fort Lauderdale Executive Airport (FXE) Parcels B, C & D Environmental Services
- City of Fort Lauderdale Development Review Services
- City of Fort Lauderdale Professional Traffic & Transportation Engineering Services
- City of Fort Lauderdale General Environmental Engineering Services
- City of Fort Lauderdale Environmental Master Continuing Services Contract
- Fort Lauderdale Housing Authority NEPA/Categorical Exclusion
- Las Olas Marina Expansion Environmental Feasibility Study
- City of Fort Lauderdale FXE Cypress Creek Preserve

### Select Projects in Fort Lauderdale

- FXE Outparcels B, C, D First Industrial Cypress Creek Commerce Center Site Work | Client(s): First Industrial Realty Trust, Inc.
- City of Fort Lauderdale Las Olas Streetscape Design | Client(s): The Corradino Group
- Las Olas Boulevard Improvements CM at Risk | Client(s): SKANSKA USA Building, Inc.
- School Board of Broward County (SBBC) Sunland | Park Elementary School Surveying | Client(s): School Board of Broward County (SBBC)
- Westminster Academy Master Plan | Client(s): Westminster Academy
- Wingate Landfill Closure | Client(s): Shaw Environmental, Inc.
- Skylofts on 3rd Avenue Site Development | Client(s): Skyland Management, Inc.

### ERIN L. DEADY, P.A.

We have teamed with **Erin L. Deady, PA, (ELDPA)**, a Delray Beach-based firm that has completed numerous planning, code, and resilience projects across

Florida (and specifically South Florida) and has provided input and guidance to the Florida Department of Environmental Protection (DEP) for the Resilient Florida Program. The addition of Erin on the team provides a necessary and critical level of legal risk analysis for vulnerability and resiliency planning to help local governments navigate the complexity of prioritization of adaptation response. ELDPA continues to coordinate directly with agency staff on rule interpretation on several key aspects of the program. ELDPA has led the development of numerous vulnerability assessment statewide

including numerous aspects of the policy implementation approach for resiliency in Monroe County, Martin County, and many municipalities throughout the State of Florida. Currently, ELDPA is leading vulnerability assessments (or updates) in Islamorada, Pensacola, West Palm Beach, Martin County and Lynn Haven. ELDPA led the development, with Clearview Geographic, of all of the vulnerability planning conducted in Monroe County in 2015 and 2021 and is a subconsultant on the Countywide Roads Adaptation planning. She has written over 20 successful grants in the Keys related to resiliency and vulnerability planning and project work. She recently authored a successful grant for the City of Key West awarded by the Division of **Emergency Management to** conduct a Watershed Management Plan under the NFIP CRS program.

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**Clearview Geographics, LLC (Clearview)** has performed the geographic information system (GIS) VA modeling for the required projections on behalf of numerous counties and municipalities throughout Florida, from the Panhandle to the Keys, which will

expedite the development of the Resilient Florida VA for the City of Ft. Lauderdale. Clearview supported the development of the Monroe County VA Update completed in 2021, which included the identification of adaptation action areas, data gap analysis, and sea level rise (SLR) projections for 2040, 2070 and 2100 planning horizons. Clearview also performed the habitat change modeling with the Sea Level Affecting Marshes Model (SLAMM), unique to any VAs conducted in the state, and lasting virtual public outreach via a production StoryMap.

# Appendix A Key Personnel Resumes

Due to page restrictions resumes have been limited to one page each; however, full versions are available to the City upon request.



**Key Information** 

Education/Qualifications

- MS, Civil Engineering, Florida Atlantic University, 2002
- BS, Environmental Engineering, University of Florida, 1997

Years of Experience Total – 25 With Arcadis – 25

Professional Registrations/ Certifications

Professional Engineer – FL

Office Location Plantation, FL

# Leah Richter, PE

### **Project Officer**

Ms. Richter has a diverse background in program management, business advisory and more than 25 years of experience in utility consulting services and civil engineering. She specializes in assisting municipal clients with managing their planning, operational and capital program needs. Her experience includes project management and delivery, risk and resilience assessments, vendor procurement, contract compliance, regulatory permitting, public outreach, annual reporting to bondholders/ trustees, litigation support services, environmental compliance and operation and maintenance evaluation. Ms. Richter serves as project manager and project officer for several large utility management and financial consulting contracts, including for the preparation of multiple revenue bond issuances totaling more than \$4 billion. Ms. Richter currently serves as Arcadis's Southeast Florida Operations Leader and is located in our Plantation office, just minutes from the City to provide rapid response to any request.

### **Relevant Experience**

### County-Wide Sea Level Rise Adaptation Strategy

Miami-Dade County, Miami, FL

Project officer responsible for the development of a county-wide sea level rise strategy for Miami-Dade County. Phased project scope included conducting program gap analysis, comprehensive stakeholder engagement, risk analysis, scenario planning and visualizations, and a typology-based approach to developing and communicating options and alternatives for adapting to rising sea levels through 2060.

PortMiami Consulting Engineer's Reports and Certificates Miami-Dade County, Miami, FL

Project manager and project officer responsible for the preparation of Consulting Engineer's Reports and Certificates in support of the issuance of the Series 2014 and Series 2021 Seaport Revenue Bonds in accordance with Bond Ordinance requirements. Activities included review of PortMiami organization, management structure, revenue characteristics (historical and budget), cargo and cruise contracts, five-year CIP, facilities inspection documents and other documentation provided to support revenue projections; developed comprehensive financial model to project net revenue for five-year period beyond bond issuance; and prepared a draft and final Consulting Engineer's Report.

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### **Key Information**

#### Education/Qualifications

- MS, Environmental Science Water Resource Management & Assessment, Towson University, 2014
- BA, Environmental Studies, Tulane University, 2011

Years of Experience Total – 12

### Professional Registrations/ Certifications

- Certified Floodplain Manager (CFM)
- WEDG Associate (WEDG)

# Melissa Hew, CFM, WEDG

### **Project Manager**

Ms. Hew is Senior Consultant with Arcadis' Urban and Coastal Resiliency practice, combining her technical background and leadership experience in the public sector for the City of Miami to provide robust project management and strategic advisory support to diverse clients. She has extensive experience in leading resilience planning and climate adaptation and mitigation projects and initiatives, partnership and capacity building, and equitable stakeholder engagement for projects and programs of all scales. She has been successful at managing and building relationships with internal and external stakeholders, community partners, elected officials, and residents to achieve strategic resilience goals. Her project experience includes the areas of watershed planning, vulnerability assessments, nature-based infrastructure, climate adaptation, sustainability, and environmental protection.

### **Relevant Experience**

### Resilience Planning and Vulnerability Assessment Project Management City of Portsmouth, VA

Lead the development of a Data-Driven and Equity-Driven Flood Resilience Plan that will provide key actions for the City to improve its resilience posture. Serve as the client point of contact for resilience planning and vulnerability assessment engagement. Provided strategic task project management for development of an asset inventory, conducting a flood risk and vulnerability assessment, identifying flood hazards, development of a resilience toolkit and adaption strategies, social vulnerability analysis and development of an adaption action plan. Developed inclusive community engagement and outreach strategy and leading stakeholder engagement for the City's Flood Resilience Plan development. Providing ongoing services to address the City's increasing risk from coastal storms, tidal flooding, and other hazards including comprehensive FEMA BRIC grant management services.

### Resilience Program Manager

City of Miami Office of Resilience & Sustainability, Miami, FL

Co-author of Miami's first Climate Ready Strategy to reduce risks of flood, heat, and storms over the next 40 years, and maximizing co-benefits. Created policies and recommended policy amendments to mitigate climate risks including policies for the adoption of updated SLR projections for City projects, futureproofing infrastructure, and enhancing natural ecosystems and biodiversity. Provided technical expertise for the analysis, planning, and preparation for sea level rise and other climate hazards – and led community workshops, public meetings, design charrettes and other events on these topics. Lead public engagement efforts for Miami Forever Bond. Worked closely with City's Floodplain Administrator on enhancing the Community Rating System (CRS) program. Managed and engaged internal and external stakeholders, community partners and organizations, elected officials and residents to achieve programmatic and strategic goals for CRS and other programs.

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### **Key Information**

### Education/Qualifications

- MSP, Urban Planning, Florida State University (Growth Management Specialization), 2010
- BS, Political Sciences, Florida State University, 2005

Years of Experience Total – 17 With Arcadis – 12

Professional Registrations/ Certifications

- Certified Planner (AICP)
- Certified Floodplain Manager (CFM)
- FEMA Hazus Practitioner
- FEMA Hazus Professional

# Carly Foster, AICP, CFM

### **Technical Advisor**

Ms. Foster is the Principal Resilience Planner for Arcadis North America's Water Management region. She is responsible for ensuring that Arcadis understands and is capable of responding to and proactively problem solve city, state, infrastructure, and private sector resilience needs. Carly has been integral to the funding of more than \$4 billion in resilience-related projects and has helped create resilience programs from the ground up at scales from individual facility, to organization, to neighborhood, to city, to region, to state. Her expertise spans initial problem identification and risk quantification, stakeholder engagement, solution development—whether policy, programmatic, or physical in nature, implementation planning and support, benefit cost analysis, funding, program, grant, and project management, training and capacity building, curriculum development, and post-disaster loss avoidance assessment. She orchestrates project identification, implementation and grant management from early goal setting all the way through project close-out and evaluation.

### **Relevant Experience**

Expanding Boston's Capacity to Build Coastal Resilience Infrastructure Innovation Network for Communities, South Boston, MA

Supported the development and analysis of implementation strategies for a district level plan to address sea level rise and recurrent flooding in the Seaport District of Boston. Worked directly with the client and stakeholders, including property owners and the City of Boston, to frame and refine financial, regulatory and governance approaches for funding and constructing shoreline infrastructure to reduce coastal flood risk.

### Florida Division of Emergency Management

Public Facilities Flood Mitigation Initiative

Project Lead to develop a manual, workshop and training materials, State Hazard Mitigation Plan update, and proposed siting and prioritization criteria to mitigate public facilities in the state of Florida against flood hazard. Specific coordination is taking place at the state level to fund and implement mitigation projects for state-owned facilities. Conducted four workshops with over 150 participants.

### \$120-Million Winning National Disaster Resilience Competition Application Norfolk, VA

Benefit cost analysis team lead and planner to support Norfolk in developing environmental, social, and economic development solutions that support adaptation to sea level rise and prevent repetitive loss in low to moderate income areas of the community.

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### **Key Information**

### Education/Qualifications

- Post Graduate, Infrastructure Planning, Van Hall Institute Netherlands, 1999
- BS, Water Management, Larenstein University, 1998

Years of Experience Total – 23

# **Edgar Westerhof**

### **Technical Advisor**

Mr. Westerhof is Vice President with Arcadis and serves as North America Adaptation Solution Lead. Edgar is a water engineer and planner with 23 years of experience in urban water management. Following his move to the US from the Netherlands in 2012, Edgar led the Arcadis participation in the international HUD Rebuild by Design competition post Sandy, including the winning BIG U plan for the protection of Lower Manhattan. Edgar was the Rockefeller Foundation 100 Resilient Cities participation and contributed to numerous city resilience strategies. He recently joined ASCE Foundation to lead the international Climate Adaptation Working Group. Edgar is a faculty member with Pratt Institute and is contributing author of the book Blue Dunes (Columbia) and Adapting Cities to Sea Level Rise (Island Press).

### **Relevant Experience**

### BIG U, Bridgeport Resilient and the Blue Dunes Research

Rebuild by Design

Edgar was leading the Arcadis participation in the international HUD Rebuild by Design competition, including the winning BIG U proposal for the protection of Manhattan and project initiation of the first phase, the East Side Coastal Resilience project.

### Ohio Creek, NDRC + Portsmouth Climate Plan

City of Norfolk, VA

Lead and resilience advisor as part of the Norfolk National Disaster and Resilience Competition proposal.

### **Hurricane Sandy Flood Mitigation**

New York, NY

Consulted on flood proofing two major confidential clients' telecommunication and office buildings in downtown Manhattan area. The study included measures to make both buildings water resilient for future storm surge and stormwater events.

### BIG U and initiation of East Side Coastal Resilience Project (ESCR)

Rebuild by Design, Various Locations

Led the Arcadis participation in the HUD Rebuild by Design competition and multiple proposals, followed by the initiation of the \$1.5 billion ESCR project for the protection of Manhattan's Lower East Side through a 2.5-mile-long multi-functional integrated flood protection plan. ESCR construction started in summer of 2021.

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### **Key Information**

### Education/Qualifications

- MBA, Environmental Management, Florida Atlantic University, 2004
- BS, Environmental Studies, Florida International University, 2001

Years of Experience Total – 21

# Ajani Stewart

### Key Stakeholder Engagement; Project Identification & Prioritization

Mr. Stewart is experienced in project management and leading multi-disciplinary teams. He has been practicing in the areas of resilience, sustainability, and environmental protection in Florida for over 20 years. He also has extensive experience in partnership and capacity building, stakeholder engagement, and FEMA Hazard Mitigation Assistance (HMGP/FMA/BRIC) programs.

### Relevant Experience

#### County-wide Sea Level Rise Adaptation Strategy

Miami-Dade County, Miami FL

Project manager for Miami-Dade Sea Level Rise Strategy. Oversaw all tasks including data gap analyses, engagement and outreach, risk analyses, scenario and adaptation planning, implementation & funding roadmap development. Since launching in 2021, the Strategy has directly resulted in Miami-Dade receiving over \$120M in additional federal and state grant funding for infrastructure and planning projects for hazard mitigation and resilience.

### Shoreline Protection Alternatives Analysis & Funding Strategy

City of Tarpon Springs, FL

Project manager for technical feasibility analyses of several shoreline and flood mitigation alternatives for Whitcomb Bayou – which is experiencing increasing risk for tidal, surge, and heavy precipitation flood hazards. Analyzes technical/engineering, level of protection, community preferences and regulatory feasibility of alternatives, and developed strategy for alignment with appropriate state and federal funding programs for hazard mitigation and resilience.

#### Metro Houston Regional Watershed Assessment

U.S. Army Corps of Engineers, Galveston District (SWG)

Lead stakeholder engagement specialist for the development of a conceptual framework to assess active agencies and organizations with flood risk management (FRM) efforts within the region, identify capacity gaps and opportunities to improve coordination, prioritization, and effective execution of those efforts.

### Flood Mitigation Assistance (FMA) Program Support

City of St. Petersburg, FL

Project manager leading comprehensive FEMA FY20/21 FMA grant management services for the City of St. Petersburg. Services included developing FMA application to elevate severe repetitive loss properties located in the coastal AE flood zone and impacted by tidal and storm surge flooding from nearby Tampa Bay.

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### **Key Information**

#### Education/Qualifications

- MS, Civil and Environmental Engineering, University of California, Davis, 2017
- BS, Biosystems Engineering, Clemson University, 2013

Years of Experience Total – 7

### Professional Registrations/ Certifications

Professional Engineer – LA

# Heather Sprague, PE

### **Project Manager**

Ms. Sprague specializes in hazard analysis and process automation in the Arcadis Resiliency group. Her educational background has provided her with a strong understanding of sustainable design practices and the importance of ecological reconciliation. While with Arcadis, Heather has focused on a variety of projects involving risk and vulnerability assessments, economic analyses, storm surge modeling, and levee overtopping analyses. She has co-authored numerous technical memoranda and reports and has utilized a variety of engineering software and programming languages throughout her academic and professional career.

### **Relevant Experience**

### San Francisco Seawall Resiliency

Port of San Francisco, San Francisco, CA

Developed a geospatial inventory of structure attributes for over 12,000 buildings in the project area; upgrading and automating a spreadsheet-based economic impact model to evaluate the potential costs of inaction due to sea level rise; and leading a team of three on tasks above. The analysis will gauge potential damages to structures and critical infrastructure, as well as long-term regional economic impacts due to loss of major transportation systems, reduced tourism during restoration, and other revenue-generating assets on Port property.

### New York City Climate Adaptation Roadmap

New York City Mayor's Office of Resiliency. New York, NY

Utilizing Python-based model for assessing economic damages to over 800,000 structures within the entire city of New York for present-day and future flood risk due to sea level rise. This project aims to develop the City's adaptation strategy for nearand long-term climate risk, including stormwater flooding, coastal flooding, and wind damage.

### Automation of Model for Calculating Economic Damages

Arcadis, San Francisco, CA

Creating a Python-based tool to calculate and annualize economic damages and social impacts after flood events; primary software architect and developer; and leading team of three on model development. This tool is being developed to perform more accurate economic analyses for larger study areas and more flood events than permitted by limitations in previous spreadsheet models.

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### **Key Information**

#### Education/Qualifications

- MS, Environmental Engineering, Rice University, 2017
- BS, Civil and Environmental Engineering, Rice University, 2014

Years of Experience Total – 6

Professional Registrations/ Certifications

Professional Engineer – TX

# Nick Irza, PE

### GIS/Mapping & Risk Quantification; VA & Final Report Compilation; Adaptation Toolkit Development

Mr. Irza has six years of professional experience encompassing coastal modeling, coastal resiliency, and water resource engineering projects for a variety of public- and privatesector clients. His water resource engineering project experience includes hydrologic, hydraulic and scour analyses for bridge replacement and construction projects; storm sewer design and modeling for roadway reconstructions; forensic analyses of historical flood events; flood forecasting systems; FEMA letter of map revisions and flood mapping; stormwater master planning; and hydrologic and hydraulic impact analyses for development projects. His coastal engineering project experience includes hydrodynamic and wave modeling for floodplain remapping and resiliency planning studies and scour analyses for coastal bridges and pipelines. Mr. Irza is proficient with a variety of software packages, including ADCIRC, SWAN, Delft 3D, HEC-HMS, HEC-RAS, XP-SWMM, Python, and the ESRI mapping suite.

### **Relevant Experience**

### Seaport and Financial District Climate Change Master Plan

New York Economic Development Corporation, New York, NY

Oversaw the wave and hydrodynamic modeling for a proposed plan to provide coastal protection to the Seaport/Financial District of lower Manhattan. Evaluated the impact of proposed shoreline protection concepts on storm surge elevation and tidal circulation patterns using ADCIRC and D-Flow FM (Delft 3D) modeling. Used SWAN to characterize the present-day and future 100-year wave climate in the study area and used the results to perform an overtopping analysis to determine the design flood elevation of the proposed coastal protection.

#### Southern Mississippi FEMA Coastal Remapping Study

Southern Mississippi Planning and Development Corporation, Coastal Mississippi

Validated an ADCIRC+SWAN computational mesh to observed data for five historical storm events, including the studying the effect of different wind speed multipliers and wind-drag coefficient formulations. Managed the production model runs of the suite of 282 synthetic tropical cyclones used to compute updated FEMA costal return period elevations for the study area.

#### **Biscayne Bay Storm Surge Modeling**

South Florida Water Management District (SFWMD), West Palm Beach, FL

Evaluated the level of protection provided by the L-31E levee system against tropical cyclone storm surge for present- day conditions and with projected sea level rise using a coupled ADCIRC+SWAN and 2D D-Flow FM modeling system. Developed a post-processing scripting library to aggregate model output from several model runs.

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### **Key Information**

### Education/Qualifications

 BS, Ocean Engineering, Florida Atlantic University, 1998

Years of Experience Total – 24

### Professional Registrations/ Certifications

- Professional Engineer FL, LA, MD, MI
- Engineer VI, PR

# Paul Walansky, PE

### **Adaptation Toolkit Development**

Mr. Walansky is a Principal Water Engineer with professional experience in the project management, design, and construction management of various coastal and water resource design projects. His engineering background includes inspection and condition assessment of marinas and water control structures, cost estimating, flood studies, pump station design, bridge scour analysis, economic analysis, port feasibility studies, port reconstruction, fishing pier design, retaining wall design, wetland restoration, reservoirs, stormwater treatment areas, flow equalization basins, public recreation area design and specifications. Niche expertise in water resources planning and design, and familiarity with relevant regulatory and environmental requirements.

### **Relevant Experience**

### C-139 Flow Equalization Basin Design

South Florida Water Management District, Hendry County, FL

Project Manager responsible for coordination of the design of a Flow Equalization Basin from the Conceptual Design through Ready to Advertise plans and specifications. The C-139 FEB project consists of an 11,000 acre-foot of water storage including perimeter embankments, interior berms, 690 cfs inflow pump station, internal inflow and outflow canals, out-flow structure, access roadway, canal improvements, land leveling and a gravity seepage structure. ICPR4 was used to model the flow around the FEB. The design included the site civil layout which includes a roadway relocation, demolition of existing structures, utility relocation, and erosion protection measures. The C-139 FEB is intended to assist in managing source basin runoff by attenuating peak flows and temporarily storing a portion of stormwater runoff prior to it being conveyed to STA-5/6. This project included permitting with the FDEP and USACE.

### **Biscayne Bay Storm Surge Modelling**

South Florida Water Management District, Miami, FL

Project Manager responsible for development of a storm surge model for the structures and canals around Biscayne Bay. This model will be used to predict storm surge around the Miami area so that the SFWMD can better plan the need for future capital improvements in their water system. The goals of the project included the development and calibration of a hydrodynamic model using the DELFT3D system, to simulate and validate water level hydrographs at the structures downstream of the SFWMD structures in the bay for selected historical storms, and to simulate water level hydrographs near the structures under future conditions considering 3-4 ft sea level rise scenarios derived from the SE County Compact projections.

### L-31E Levee Storm Surge Modelling

South Florida Water Management District, Miami, FL

Project Manager responsible for development of a modeling system and methodical approach to evaluate the level of protection provided by the L-31E levee.

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Key Information

Education/Qualifications

- MA, Latin American Studies, International Development & Global Health Focus, Tulane University
- BA, Political Science & Spanish, University of Arizona

Years of Experience Total – 17 With Arcadis – 1

### Professional Registrations/ Certifications

- IS-00319 Tornado Mitigation
- IS-00320 Wildfire Mitigation
- IS-00321 Hurricane Mitigation
- IS-00322 Flood Mitigation
- IS-00323 Earthquake Mitigation

# Seth Magden

### **Compliance/Federal Funding**

Based in New Orleans, Louisiana, Mr. Magden brings more than 17 years of experience working with federal funds supporting state and local government, community groups, nonprofit organizations, and private sector partners in developing, implementing, and leading planning, visioning, recovery and community development program initiatives. His work has predominantly involved FEMA (IA, PA, HMGP, BRIC) and HUD (CDBG-DR/MIT) funded programs as well as initiatives funded under the American Rescue Plan Act (ARPA). Seth was heavily involved in the HUD-funded National Disaster Resilience Competition with multiple (awarded) clients in the planning and visioning competition, as well as implementation. He has served the States of California, New York, Louisiana, Florida, and the Puerto Rico Department of Housing, where he led the team to design and implement \$20.2 billion in recovery funding, providing full support on grant management and regulatory compliance. For the State of Florida Department of Economic Opportunity (DEO), he served as Principal/Program Director, leading the successful start-up and launch of the Rebuild Florida Michael Housing Repair and Replacement Program (HRRP) from 2020-2021 in the Florida Panhandle. From 2021-2022 he led the start-up and launch of the Homeowner Assistance Fund (HAF) program for the State of Louisiana Office of Community Development.

### **Relevant Experience**

### Strategic Advisory Support - Resilience Sector

**Multiple Locations** 

National Program Management Lead providing subject matter expertise across a variety of initiatives including resilience planning, infrastructure, hazard mitigation, economic development, housing, and emergency management, including FEMA PA, HMGP, BRIC; Community Development Block Grant Disaster Recovery (CDBG-DR), MIT. Jurisdictions include state and local clients in Louisiana, Florida, Texas, Puerto Rico, New York, California, Kentucky, Washington, DC, and others.

### Coastal Jefferson Parish Long-Term Economic Recovery Study Jefferson Parish

Project director providing guidance to Parish staff on development of a long-term economic recovery strategy for communities in Coastal Jefferson following Hurricane Ida, inclusive of the Town of Jean Lafitte, Barataria, Crown Point, Town of Grand Isle. Coordinate with elected officials and key stakeholders, develop and implement community engagement materials for business owners and workforce. Identify key case studies with comparable climate adaptation challenges and opportunities for building larger plan in following phase.

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### **Key Information**

### Education/Qualifications

- BS, Meteorology, Plymouth State University, 2006
- MS, Emergency Management, Millersville University, 2018

Years of Experience Total – 16

### Professional Registrations/ Certifications

- Certified Broadcast Meteorologist (#235)
- Adjunct Lecturer Boston University School of Medicine, Division of Graduate Medical Sciences
- Instructor National Disaster Preparedness Training Center

Office Location Milwaukee, WI

# **Chris Gloninger**

### **Media Relations**

Mr. Gloninger has been a broadcast meteorologist for 16 years. He excels in taking complex subject matter and applying creative strategies to make it easy for the general public to relate to and understand. Along with daily responsibilities to research, forecast and communicate vital information to thousands of households via various channels, he specifically has helped develop, implement and manage the special project, website and social media strategies for climate change coverage for multiple stations. He launched the country's first weekly news series on climate change and has developed, produced and hosted two 30-minute documentaries focused on environmental social justice communities and renewable energy. In 2018, he received his M.S. in Emergency Management with a focus on climate mitigation and adaptation. He is a board member on the broadcast board for the American Meteorological Society reviewing the critiquing the communication skills of meteorologists across the country. He is also an adjunct lecturer for Boston University and an instructor for the National Disaster Preparedness Training Center.

### **Relevant Experience**

### The Climate Project - A Green Future

NBC10Boston, Boston, MA

Developed, produced and hosted a 30-minute documentary looking at the switch to renewable energy, how nature-based solutions can be an important part in climate change adaptation and mitigation and a look at future green technology.

### The Climate Project - Social Justice

NBC10Boston, Boston, MA

Developed, produced and hosted a 30-minute documentary looking at the nexus of the climate crisis and environmental justice communities. This documentary looked at the history of redlining and how the effects are still felt in environmental justice communities with climate change being a threat multiplier.

### **Coffee and Climate**

NBC10Boston, Boston, MA

This 30-minute social media show was developed to help answer questions asked by the public regarding climate change. Subject matter experts were included in the conversation each week. This web-based show had strong engagement from the public, with dialogue between scientists and the public producing several thousand views each week.

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# ARCADIS



# Key Information

## Education/Qualifications

- Juris Doctor, Syracuse University College of Law, Syracuse, NY
- BA, English, Hampton University, Hampton, VA

Years of Experience Total – 12

### Professional Registrations/ Certifications

- Licensed to Practice Law – DC, MD
- Certificate in Leadership and Coaching – University of Kansas/National Urban Fellows
- Certificate in Women's Entrepreneurship – Cornell University
- Certificate in Sustainable Business Strategy – Harvard University School of Business Online

Office Location Hanover, MD

# Karen A. Riley, Esq.

# Equitable Community Engagement Lead

A senior leader with a strong background in organizational leadership, Karyn A. Riley, Esq. is skilled at leading teams and developing creative solutions to proactively address complex problems. She has executivelevel experience in administration and operations, stakeholder engagement, government relations, communications and corporate law. With broad competencies in program development, strategic planning and project management, Karyn has transformed organizations and processes. She has been recognized for her accomplishments while serving in highly visible professional and civic leadership roles and is a sought-after presenter on topics related to leadership, advocacy and equity.

## **Relevant Experience**

# Intergovernmental Relations Director (5/2016 to Present) and Government Relations Manager (5/2015 to 5/2016)

WSSC Water (Washington Suburban Sanitary Commission), Laurel, MD

Member of the executive and senior leadership teams for Maryland's largest - the nation's 8th largest - water and wastewater utility with an annual budget of almost \$2B. Oversaw stakeholder engagement and partnerships with diverse business, community, and industry groups, and manage relationships with 200+ elected officials. Created and implemented utility's legislative agenda and advocacy plans at the federal, state, county and municipal levels. Developed enterprise-wide plan for strategic engagement and drove decisions that promoted organizational effectiveness.

### Select Representative Accomplishments:

- Directed WSSC Water's public policy efforts and managed employees and consultants that implemented public affairs campaigns, including creating the "This One Drop" advocacy framework which aligns water policy with policy for public health, environment, social justice and economic development.
- Led a cross-functional team that examined and implemented customer assistance and customer engagement programs and policies, resulting in an increase of over 50% in annual assistance of \$3M and implemented internal policy changes that increased the number of eligible customers.
- Advised Congressional members and staff and agency leaders on federal policy, including the Infrastructure and Investment Act, WIFIA, and WRDA, and hosted engagement and education opportunities, such as the "Experts on Tap" event on Capitol Hill and on-site tours.

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# Erin L. Deady, Esquire, AICP

Attorney and Certified Land Planner

ERIN L. DEADY, P.A.

# EXPERIENCE

Deady: 2011 Industry: 1995

# AREAS OF

Sustainability and Climate Planning

Energy Conservation

Land Use

Grant Funding

Environmental Restoration

# PROFESSIONAL ASSOCIATIONS

American Institute of Certified Planners

Florida Chapter of the American Planning Association

# PROFESSIONAL SUMMARY

Ms. Deady has significant management experience on numerous complex projects involving climate legal, policy and planning elements including vulnerability analyses and integration of adaptation responses into Comprehensive Plans. Ms. Deady has worked on numerous sustainability, climate and energy planning efforts around the state for large and small local governments. Ms. Deady has published numerous articles and resources related to the planning and legal issues surrounding resiliency and adaptation planning strategies. A cornerstone of this experience includes the development and implementation of public engagement and outreach strategies to support local government policy and decision-making processes.

# QUALIFICATIONS

### Education

- Juris Doctorate, Nova Southeastern University, Shepard Broad Law Center 2000
- Master Public Administration, Environmental Growth Management, Florida Atlantic University 1996
- Master of Public Administration, University of the Virgin Islands, 1995
- Bachelor of Arts, Marine Science Affairs, University of Miami, 1993

### Registrations / Certifications / Licenses

- Florida Bar No. 367310
- AICP, American Institute of Certified Planners

### Training / Professional Development

 Admitted to Florida Bar (2000), member of Executive Council for the Environmental and Land Use Law Section, 2002-Present, Chair 2012-Present

## WORK EXPERIENCE

Erin L. Deady, P.A. | 2011 - Present President

Lewis, Longman & Walker, PA. | 2008 - 2011 Shareholder

Audubon of Florida | 1997 - 2003 Environmental Counsel

Florida Atlantic University | 1995 - 1997 Fellowship-Urban and Environmental Solutions

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# Alex Zelenski, GISP

Environmental & GIS Consultant



## EXPERIENCE

ClearGeo: 2018 Industry: 2014

# AREAS OF

Geographic Information Systems

Environmental Sustainability

Geospatial Modeling

Climate Vulnerability Assessments

# PROFESSIONAL ASSOCIATIONS

American Society of Adaptation Professional

Volusia County Association for Responsible Development

American Society of Floodplain Management Professionals

The Sierra Club Florida Chapter

The Environmental Council of Volusia and Flagler Counties

# **PROFESSIONAL SUMMARY**

Mr. Zelenski has significant geographic information systems (GIS) and environmental consulting experience on numerous projects including resiliency, sustainability, vulnerability assessments, and public engagement to support local government planning initiatives both within and outside of Florida. Mr. Zelenski has direct experience creating climate-risk models to serve as the basis for vulnerability assessments, resiliency plans, and has leveraged them to identify both Priority Planning Areas and Adaptation Action Areas in at least three municipalities. Mr. Zelenski has 8 years of experience developing geographic information systems to enhance resilience and climate planning.

# QUALIFICATIONS

### Education

 Bachelor of Science, Environmental Science & Geography, Stetson University, 2016

### Registrations / Certifications / Licenses

GISCI, Geographic Information Systems Professional

## WORK EXPERIENCE

Clearview Geographic | 2018 - Present President

Zev Cohen & Associates | 2016 - 2018 Environmental Scientist & GIS Specialist

Kappa Map Group | 2015 - 2016 Digital Cartographer

Stetson University | 2014 - 2016 Research & Teaching Assistant

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# Jason Evans, Ph.D.

**GIS** Technical Advisor



# EXPERIENCE

ClearGeo: 2018 Industry: 11+ years

# AREAS OF

Geographic Information Systems

Landscape Ecology

Systems Ecology

Dataset Development

Spatial Modeling

# PROFESSIONAL ASSOCIATIONS

Association of State Flood Plain Managers

American Ecological Engineering Society

Florida Native Plant Society

# PROFESSIONAL SUMMARY

Mr. Evans is trained as a landscape and systems ecologist with a high level of expertise in dataset development, spatial modeling, and flood hazard vulnerability assessments using geographic information systems (GIS). Since 2011, Mr. Evans has served as principal investigator or co-principal investigator for fourteen separate projects that focus on coastal flooding vulnerability and adaptation across coastal Georgia, Florida, South Carolina, and North Carolina. Several of these projects have focused on identifying vulnerability of stormwater systems to sealevel rise and increasing precipitation.

# QUALIFICATIONS

### Education

- Ph.D. Interdisciplinary Ecology, with Area of Concentration in Environmental Engineering Sciences, University of Florida 2007
- M.S. Interdisciplinary Ecology, University of Florida 2002
- B.A. Philosophy, New College of Florida 1998

# WORK EXPERIENCE

Clearview Geographic | 2018 - Present Technical Advisor & Shareholder

Stetson University Institute for Water & Environmental Resilience | 2019 -Present

Executive Director

Elsevier Journal of Environmental Management | 2016 – Present Co-Editor-in-Chief

Stetson University | 2014 – Present Associate Professor of Environmental Science. Department of Environmental Science and Studies (promoted from Assistant Professor and tenured in August 2017)

University of Georgia | 2010 - 2014 Environmental Sustainability Analyst (Final Faculty Rank of Public Service Associate)

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# **Jacobs**

### Education

Associates of Arts Degree, Central Florida Community College, 2001

Course Work, Civil Engineering with Construction Management focus, University of Central Florida, 2001 to 2004

### Registrations

Certified Floodplain Manager, (US-19-10971)

Years of Experience 22 years

Office Location Sarasota, FL

## Jason Bird, CFM, Resilience 970.214.1495, Jason.Bird@jacobs.com

Jason is a seasoned civil engineering professional with experience in commercial, residential, public open space, utility, stormwater and transportation projects from feasibility studies to conceptual planning, through design, permitting, and construction administration. His focus includes water resources, water conservation, infrastructure assessment, green infrastructure and sustainability, including LEED and ENVISION evaluations for municipal, master planned communities, and US federal facilities. He has applied his knowledge of infrastructure planning and design including climate scenario development to risk and vulnerability evaluations and development and prioritization of adaptation strategies to mitigate current and future threats to inform capital investment and enhance the resilience of built and natural assets for our communities.

### **Relevant Project Experience**

## United Nations office of Disaster Risk Reduction, Resilient Buildings Scorecard,

**Co-Developer.** Co-developer of new Resilience Scorecard and Tool for use by Building/Campus Owners, Operators and Managers. This tool is intended to be an open-sourced methodology and tool hosted on the UN website to promote disaster risk reduction and resilience for private sector and building/facility owners and operators. It is a complement to the City Scorecard and other scorecards on the UN website, all based on the UN 10 Essentials outlined in the Sendai Framework. *Dates: March 2020 to September 2020.* 

**City of Key West, Sea Level Rise Policy, Key West, FL, Resilience Lead.** Performed climate science review and tidal conditions analysis to inform development of flood scenarios and boundary conditions for future conditions stormwater modeling and minimum design criteria for critical infrastructure like roads, sea walls, utilities, and broader City land development regulations. *Dates: February 2021 to August 2021* 

**City of Jacksonville, Resilient Stormwater Plan, Jacksonville, FL, Resilience Task Lead.** As Resilience task lead, sub to CDM, supported development of evaluation methodology for asset flood vulnerability assessment and strategies for adaptation plan to protect critical assets from coastal and rainfall induced flood risk today and over their anticipated service life in the City of Jacksonville. The project entailed the selection of critical watersheds within the City based on a series of evaluation metrics including their overall flood vulnerability and the presence of critical facilities within the watershed. Once selected, a more in-depth analysis of specific critical facilities was conducted to identify asset level vulnerabilities and the application of adaptation strategies to mitigate flooding and to maintain operational continuity for those facilities. **Dates:** September 2018 to December 2021

Greynolds Park SLR and Flood Adaptation Plan, Miami Dade County, FL, Resilience Task Lead. As Resilience task lead, led the technical work to evaluate built and natural asset vulnerability to flooding and develop adaptation strategies to mitigate flood risk. Evaluation included current and future flood exposure from coastal and rainfall induced flooding to protect park assets and operations. Developed, costed and prioritized adaptation strategies to mitigate flood risk today and over asset service life to maintain park operations. Dates: October 2020 to July 2021

**City of Miami Beach, Integrated Sea Level Rise Mitigation and Stormwater Management Plan, Miami Beach, FL, Resilience Lead.** Development of a multi-disciplinary flood mitigation plan and policy focused on reducing flood risk in the City of Miami Beach through a comprehensive and integrated approach to managing water resources. This project included updating the City's street raising policy to accommodate future sea levels while maintaining access to private properties, and development of a neighborhood project prioritization methodology that factored in numerous City infrastructure needs including improvements to critical services such as potable water distribution, sanitary sewer collection, stormwater management, transportation access, and environmental and social system improvements such as sidewalks, street trees and BGI for stormwater quality treatment. **Dates:** July 2019 to March 2021

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# Susy Torriente Global Principal, City Resilience

### Length of service in the profession: 32 years

#### Year joined Jacobs: 2020

### **Summary Biography**

Susy is an accomplished organizational strategist more than 29 years of local government experience in South Florida. Her strength is breaking down complex issues into manageable solutions, fostering collaboration and integrating resilience and climate adaptation into interdisciplinary team and projects. As assistant city manager in Fort Lauderdale and Miami Beach her portfolio of departments included sustainable development (building, planning, zoning, economic development), transportation and mobility, environment and sustainability, public works and capital improvement, housing, and parks. She is bringing her expertise and experience to leverage Jacobs' broad base resilience skills to deliver integrated solutions to client cities. Susy was a founding member of the first of its kind regional climate collaborative, the Southeast Florida Regional Climate Change Compact, representing Miami-Dade, Fort Lauderdale and Miami Beach. She also served as Miami-Dade County's first sustainability director and Miami Beach's first chief resilience officer.

### **Education and Qualifications**

• Master of Public Administration and Bachelor of Arts, English, University of Miami

### **Memberships and Affiliations**

- Chair of the Orange County, Florida Mayor's Sustainability and Resilience Committee
- Member & Treasurer of the American Society of Adaptation Professionals (ASAP) board.

### **Project Experience**

### Project Director, Miami-Dade County Resilience Hubs, 2022 - to present

Through robust stakeholder engagement, data collection and a climate and social vulnerability assessment a resilience hub network framework is being developed. It will include hub prototypes, menu of services, governance models, site selection and three master plans for the top sites. A guidebook will also be published for other communities around the country.

### Project Manager, South Florida Military Installation Resilience Review (MIRR), 2022 to present

Evaluating four installations in south Florida (from Key West to Broward County) and the communities they call home for climate vulnerabilities. Developing adaptation strategies, projects, and policies to assure military mission readiness by investing in critical community lifelines. Project will produce a resilience plan and funding strategy.

#### Resilience and Sustainability Lead, Miami-Dade County Downtown Redevelopment Project, 2022

Integrating resilience and sustainability requirements and goals in the county's request for proposal (RFP) for a master developer and the design criteria package (DCP).

### Senior Resilience Advisor, City of Key West, Sea Level Rise Policy & Post Disaster Recovery Plan (PDRRP), 2021

Developed the city's first sea level rise policy to inform future city design and construction decisions. Produced the PDRRP plan to create a roadmap for the city post event covering land use, built and natural environment, mobility and transportation, and economic development.

# Senior Resilience Advisor, Miami-Dade County Historic Greynolds Park Park Sea Level Rise Mitigation Study, Miami FL, 2020.

Developed evaluated and ranked flood mitigation strategies by reviewing data and field conditions; flood scenarios, modeling data, and risk and vulnerability assessment. Developing accompanying implementation roadmap.



Years of Experience: 44 Years With the Firm: 38

Registrations & Certifications: Registered Professional Surveyor & Mapper, FL, 1998

Continuing Education: Land Boundaries, 2018 Wetlands Delineation, 2018

Professional & Civic Activities: Past Vice President, Florida Surveying & Mapping Society, Broward Chapter

# Martin Rossi, PSM

Senior Surveyor

### Professional Experience:

Mr. Rossi is a Senior Project Surveyor with more than four decades of surveying and subsurface utility engineering (SUE) experience. His principal areas of experience include surveys such as boundary, topographic, ALTA/ACSM land title surveys, quantity, environmental and wetland, condominium, construction layout, as-built, right-of-way, specific purpose and subdivisions and platting, as well as subsurface utility engineering (SUE). He currently manages the South Florida survey department and field crews and is an Associate with the firm.

### **Relevant Project Experience:**

### City of Lauderhill Municipal

Complex - This 14-acre governmental complex was designed for a Broward County library, a municipal public facility for the relocated City of Lauderhill Police Department, a passive walkway along the lakefront, and a future two-acre parcel intended for use as a civic park owned by the City of Lauderhill. The site is part of a 30-acre master planned tract which includes a neighborhood retail complex to support the civic facilities, as well as, the nearby residents. This neighboring retail complex includes a supermarket. retail stores, outparcels and a wetland habitat area which continues the open space and passive walkway elements on the adjacent civic parcel. The civic, municipal portion of the project was completed as a 'design/ build' project and specifically includes a one-story 13,000-SF Broward County library, a two-story, 26,000-SF Public Safety Building with associated parking, signage, fountain entries, expansive buffering along a major roadway corridor with pedestrian access, and is sited to afford viewing of the adjacent lake setting. The library ground includes artwork as part of the Broward County Art in Public Places Program. Services provided included: site planning, assistance with plat and non-vehicular access line amendments, landscape architecture and civil engineering for construction of the design-build municipal project. Additionally,

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Miller Legg designed and completed the adjacent neighborhood retail facility and open space components. Most recently, in November 2015 Miller Legg prepared a pro-bono engineer's certification of completion for the Oakland Park Boulevard driveway and turn lane improvements required by Broward County within the Phasing the Installation of Required Road Improvements agreement recorded in Official Records Book 29230, Page 1941 of the public records of Broward County, Florida and secured by a City of Lauderhill resolution. The certification was a required condition of termination of the aforementioned agreement.

City of Homestead Biscayne-Everglades Greenway Trail - Among the services Miller Legg provided for this 3.2 mile, 12-foot-wide Biscayne Everglades Greenway shared-use trail project are landscape architectural, engineering, surveying and environmental services including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead. The scope of services was based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City of Homestead and FDOT. Topographic and SUE services were delivered. The scope included engineering design and permitting services for the shared-use trail, associated drainage and roadway pedestrian crossings. The firm also carried out Preliminary Natural Resource and Protected Species Investigations and documents related to designation of the Project by FDOT as a Documented Categorical Exclusion.

### City of Fort Lauderdale Las Olas Streetscape Design - As a

subconsultant to The Corradino Group. Miller Legg has provided various landscape architecture services for the Las Olas Streetscape Project.





Years of Experience: 26 Years With the Firm: 4

Registrations & Certifications: Remote Pilot Certification, FL, 2020 Certified Survey Technician Level I, FL, 2021

#### Education:

Associate of Science, Drafting/CAD ATI Career Training Center, 2002 , Civil Engineering (2 of 5 yrs completed for Bachelor's) National Autonomous University of Honduras, 1997

Continuing Education: AutoDesk Training Leica Cyclone & Cloudworx for AutoCAD

# Sandro Elvir, CST I

Senior CAD Technician

### **Professional Experience:**

Sandro has more than 22 years of professional surveying experience ranging from a field crew chief to survey manager overseeing survey crews. His areas of expertise include land surveying, boundary, topographic, ALTA, control surveys, utility surveys, 3D Radar Tomography, GPS, route surveys, legal descriptions, laser scanning, and construction layout calculations. He is experienced in AutoCAD, Civil 3D, Cyclone and CloudWorx, and Trimble Geomatics Office.

Prior to joining Miller Legg, Sandro was Survey Coordinator Manager with another South Florida surveying firm for 15 years.

### **Relevant Project Experience:**

### City of Lauderhill Municipal

Complex - This 14-acre governmental complex was designed for a Broward County library, a municipal public facility for the relocated City of Lauderhill Police Department, a passive walkway along the lakefront, and a future two-acre parcel intended for use as a civic park owned by the City of Lauderhill. The site is part of a 30-acre master planned tract which includes a neighborhood retail complex to support the civic facilities, as well as, the nearby residents. This neighboring retail complex includes a supermarket, retail stores, outparcels and a wetland habitat area which continues the open space and passive walkway elements on the adjacent civic parcel. The civic, municipal portion of the project was completed as a 'design/ build' project and specifically includes a one-story 13.000-SF Broward County library, a two-story, 26,000-SF Public Safety Building with associated parking, signage, fountain entries, expansive buffering along a major roadway corridor with pedestrian access, and is sited to afford viewing of the adjacent lake setting. The library ground includes artwork as part of the Broward County Art in Public Places Program. Services provided included: site planning, assistance with plat and non-vehicular access line

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amendments, landscape architecture and civil engineering for construction of the design-build municipal project. Additionally, Miller Legg designed and completed the adjacent neighborhood retail facility and open space components. Most recently, in November 2015 Miller Legg prepared a pro-bono engineer's certification of completion for the Oakland Park Boulevard driveway and turn lane improvements required by Broward County within the Phasing the Installation of Required Road Improvements agreement recorded in Official Records Book 29230, Page 1941 of the public records of Broward County, Florida and secured by a City of Lauderhill resolution. The certification was a required condition of termination of the aforementioned agreement.

City of Homestead Biscayne-Everglades Greenway Trail - Among the services Miller Legg provided for this 3.2 mile, 12-foot-wide Biscayne Everglades Greenway shared-use trail project are landscape architectural, engineering, surveying and environmental services including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead.The scope of services was

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### City of Fort Lauderdale Las Olas Streetscape Design - As a

subconsultant to The Corradino Group, Miller Legg has provided various landscape architecture services for the Las Olas Streetscape Project.





Years of Experience: 19 Years With the Firm: 16

Registrations & Certifications: FDOT Intermediate Maintenance of Traffic, FL, 2021 Underground Utility Locate Certification, FL, 2022 Certified Survey Technician Level I, FL, 2021

Education: High School GED Killian Senior High School, 2001

# Gerald Edelman CST I

CAD Technician / Survey Party Chief

### **Professional Experience:**

Since joining Miller Legg, Mr. Edelman worked his way up from Rod Person to Crew Chief. He has experience working with both surveying and subsurface utility engineering (SUE) projects for public entities throughout South Florida. Experience includes boundary, topographic, right-of-way, as-built, special purpose surveys, cross sections, drainage surveys, construction surveys, and a variety of other surveys.

### **Relevant Project Experience:**

City of Coconut Creek Copans Road Median Landscape Architecture Plans - For this median improvement project along Copans Road between Lyons Road and the Florida Turnpike Overpass, Miller Legg provided landscape, hardscape and irrigation design plans, tree inventory, surveying, permitting, pre-construction and construction observation services to the City. Tree, streets and highway permitting was coordinated with Broward County.

Broward County Sheriff's Office New Training Center Garage Design/Build - Miller Legg is part of the ANF Group Design Build Team contracted to develop the Broward County Sheriff's Office (BSO) planned new Training Center Parking Garage in Fort Lauderdale. The project consists of an 80,000 SF 7-story structure, 2 stories for training and 5 stories for 700+ parking spaces. Miller Legg's scope of services includes site surveying, site civil and utility infrastructure engineering. landscape architecture and permitting assistance. Survey services include topographic and tree surveying as well as underground utilities designation and mapping. Landscape architecture services include landscape planting and irrigation design. The firm's certified arborists collected site data/inventory to prepare tree disposition, permitting and mitigation construction documents. Permitting is coordinated with Broward County Environmental Management Division, Fire Department, Health Department and with SFWMD. The firm is responsible for

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civil, landscape and irrigation, construction observation and administration. This project is being pursued for LEED Silver Certification.

City of Miramar Forzano Park Improvements Phase I - The City of Miramar improved an existing 13-acre active park to convert sport usage and improve operating conditions. The existing baseball clay infields, outfield and football field grass were removed and modified to provide additional football/soccer field space. Park amenities included volleyball courts and a community center. As a subconsultant to R.J. Behar, Miller Legg provided planning, landscape architecture, irrigation design and topographic survey.

### United States Department of Veterans Affairs South Florida National Cemetery Phase 2 Design-

Build - Miller Legg is providing civil, survey. landscape architecture, irrigation design and environmental services for Phase 2 of this Design Build project located in Lake Worth. Survey services consist of boundary and topographic surveys and surveyor title review. Environmental tasks include wetland mitigation assistance and threatened and endangered species coordination in addition to annual mitigation monitoring over 5 years and gopher tortoise survey, permitting and relocation. The firm is providing landscape and irrigation design development, construction and record drawing documents. Civil construction document preparation including signing and pavement marking, pre-construction and construction period services are also being provided. Miller Legg was the prime consultant for the master planning, design, and construction for the development of the 313-acre national cemetery in Palm Beach County.

Miami Dade College (MDC) Kendall Makers Lab - Miami Dade College built a new, highly visible 8,548 SF makers lab constructed as an addition and renovation to Building N to promote the use, development, and recruitment of digital fabrication courses at the MDC Kendall Campus.



# **About Arcadis**

Arcadis is the leading global Design & Consultancy firm for natural and built assets. Applying our deep market sector insights and collective design, consultancy, engineering, project and management services we work in partnership with our clients to deliver exceptional and sustainable outcomes throughout the lifecycle of their natural and built assets. We are more than 35,000 people, active in over 70 countries that generate \$4.2 billion in revenues. We support UN-Habitat with knowledge and expertise to improve the quality of life in rapidly growing cities around the world.

www.arcadis.com

Supporting our clients in their quest to become Fit-for-Future.

Utilities must plan for unprecedented scenarios while navigating a changing workforce, but where should leaders focus?

Use the QR code below to explore the five fundamentals of becoming a fit-for-future water utility and the common thread that unites them.



CAM #24-0350 Exhibit 2 Page 190 of 210 Arcadis. Improving quality of life



### CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

through the City's on-line strategic sourcing platform	poser to ensure that their response is submitted electronically <u>m</u> prior to the bid opening date and time listed. Paper bid ompleted. If the field does not apply to you, please note N/A in
If you are a foreign corporation, you may be required to in accordance with Florida Statute §607.1501 (visit http://ww	obtain a certificate of authority from the department of state, ww.dos.state.fl.us/).
Company: (Legal Registration) Arcadis U.S., Inc.	EIN (Optional):
Address: 150 S. Pine Island Road Suite 315	
City:	State:Zip:Zip:
Telephone No.: 954 761 3460 FAX No.: N/A	Email: Leah.Richter@arcadis.com
Delivery: Calendar days after receipt of Purchase Order (see Total Bid Discount (section 1.05 of General Conditions): Check box if your firm qualifies for DBE (section 1.09 of General ADDENDUM ACKNOWLEDGEMENT - Proposer acknowled included in the proposal:	N/A
Addendum No.         Date Issued         Addendum No.         Date Issued           1         4/4/2023	Addendum No.         Date Issued         Addendum No.         Date Issued
requirement in this competitive solicitation you must speci	to any term, condition, specification, scope of service, or fy such exception or variance in the space provided below or ained on other pages within your response. Additional pages

reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Leah K. Richter, PE

Name (printed)

April 20, 2023

Date

Jeak K. Riste

Vice President

Title

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City of Fort Lauderdale • Procurement Services Division 100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301 954-828-5933 • Fax 954-828-5576 • purchase@fortlauderdale.gov

## ADDENDUM NO. 1

# RFP No. Event 69 TITLE: Vulnerability Assessment for the City of Fort Lauderdale

ISSUED: 04/05/2023

This addendum is being issued to make the following change(s):

1. In Section 4.2.4 Approach to Scope of Work the following language shall be stricken:

 NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin Senior Procurement Specialist

Company Name: Arcadis (	(please print)
Bidder's Signature:	Jeah K. Richte
Date: April 20, 2023	

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### SECTION VI - COST PROPOSAL PAGE

Arcadis U.S., Inc.

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

### Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials, and parts.

Total Pr	oject Cost		<sub>\$</sub> _160,000.00
<b>3</b> . A	Additional Elevation Certificates (Cost per Certificate)		\$\$
	Number of Elevation Certificates being provided for the \$25,000 allocation.	65	
1. `	Vulnerability Assessment for City of Fort Lauderdale		\$_ <u>135,000.00</u>

Submitted by:

Leah K. Richter

Name (printed)

April 20, 2023

Date

Jeah K. Rishte

Signature Vice President

Title

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### NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

N/A

**RELATIONSHIPS** 

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Jean K. Richte Authorized Signature

Leah K. Richter

Name (Printed)

Vice President

Title

April 20, 2023

Date

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### CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Jeah K. Richte

Leah K. Richter | Vice President

Authorized Signature

Print Name and Title

April 20, 2023

Date



### LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)		is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(2)		is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(3)		is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a
	Arcadis U.S., Inc.	formal request by the City.
	Business Name	
(4)		requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(5)		requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(6)		is considered a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.
	Business Name	
BIDDE	Arcadis U.S	., Inc.
AUTH	ORIZED COMPANY PERSON:	Leah K. Richter Jeak K. Richter April 20, 2023

PRINT NAME

DATE

SIGNATURE



### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration and/or

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

# THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <u>https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883</u>

### Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a nonresidential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- **b.** The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



### DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)		is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
	Business Name	
(2)	Business Name	is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(3)		is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
	Business Name	
(4)		is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.
	Business Name	
(5)	Arcadis U.S., Inc.	is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.
	Business Name	
BID	Arcad	is U.S., Inc.
		Leah K. Richter Jean K. Richter April 20, 2023

AUTHORIZED COMPANY PERSON: \_\_\_\_\_ PRINT NAME

SIGNATURE

April 20, 2023

DATE

CAM #24-0350 Exhibit 2 Page 199 of 210 Note: this form was listed in 4.2.8 Required Forms, item G; however, it was not included in Required City Forms made available for download. We have included a form from prior city solicitations, in order to be complete.



# **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

🖌 Visa

Arcadis U.S., Inc.

**Company Name** 

Leah Richter, PE

Name (Printed)

Vice President

Title

K. Richta

April 20 2023

Date



## **E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No:

Event 69

Project Description:

The City of Fort Lauderdale (City) seeks an experienced consulting firm (Consultant) to develop a Vulnerability Assessment (VA) for the City of Fort Lauderdale to meet the State criteria in FS 380.093, to generate elevation certificates of prioritized critical government facilities, to assess roadway vulnerability, and to prepare an adaptation plan which compiles a list of City adaptation projects to address flooding risks in the future. It is expected that Consultant awarded this contract will deliver a Vulnerability Assessment consistent with this scope of work, the requirements of FS 380.093, the terms of the City's grant agreement, and the State of Florida's Standardized Vulnerability Assessment: Scope of Work Guidance.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company N

Arcadis U.S., Inc.

Authorized Company Person's Signature

Jeah K. Richte -

Authorized Company Person's Title: \_\_\_\_\_

April 20, 2023 Date:

ACORD <sup>®</sup> CERTIFICAT	E OF LIABIL		SURA	NCE	DATE(MM/DD/YYYY) 09/22/2022	]
THIS CERTIFICATE IS ISSUED AS A MATTER OF II CERTIFICATE DOES NOT AFFIRMATIVELY OR NEU BELOW. THIS CERTIFICATE OF INSURANCE DOE REPRESENTATIVE OR PRODUCER, AND THE CERTI IMPORTANT: If the certificate holder is an ADDITION	ATIVELY AMEND, EXTEN NOT CONSTITUTE A C ICATE HOLDER. AL INSURED, the policy(ie:	ID OR ALTE ONTRACT B 3) must have	R THE CON ETWEEN TI ADDITIONA	ERAGE AFFORDED I HE ISSUING INSUREF	BY THE POLICIES (S), AUTHORIZED	er:
SUBROGATION IS WAIVED, subject to the terms an certificate does not confer rights to the certificate ho			ies may requ	uire an endorsement. A	A statement on this	Holder Identifier
PRODUCER	CONTAC NAME:					1 B
Aon Risk Services South, Inc. Franklin TN Office	PHONE (A/C. No	. Ext): (866) 2	283-7122	FAX (A/C. No.): 800-	363-0105	물
501 Corporate Centre Drive Suite 300	E-MAIL ADDRE	SS:				<b>P</b>
Franklin TN 37067 USA		INSI	JRER(S) AFFO	DING COVERAGE	NAIC #	1 -
INSURED	insure	RA- Harti	ord Fire I	nsurance Co.	19682	-
Arcadis U.S., Inc.	INSURE			ty Insurance Co	29424	1
630 Plaza Drive Suite 200	INSURE	RC: Harti	ford Accide	nt & Indemnity Comp	any 22357	1
Highlands Ranch CO 80129 USA	INSURE	RD: Twin	City Fire	Insurance Company	29459	
	INSURE					4
COVERAGES CERTIFICATE NUI	INSURE	R F:		VISION NUMBER:		1
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE	E LISTED BELOW HAVE BEE	N ISSUED TO	THE INSURE	D NAMED ABOVE FOR	THE POLICY PERIOD	1
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, T CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIM	ERM OR CONDITION OF ANY NSURANCE AFFORDED BY	CONTRACT	or other i S describe	DOCUMENT WITH RESP	ECT TO WHICH THIS	
INSR TYPE OF INSURANCE ADDU SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)		Limits		4
A X COMMERCIAL GENERAL LIABILITY 20E	CSOL5318	10/01/2022	10/01/2023	EACH OCCURRENCE	\$1,000,000	5
CLAIMS-MADE X OCCUR	applies per policy ter		1005	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	2
X Contractual Liability				MED EXP (Any one person)	\$10,000	-
GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY GENERAL AGGREGATE	\$1,000,000	
POLICY X JECT X LOC				PRODUCTS - COMP/OP AGG	\$2,000,000	24
						570095470055
A AUTOMOBILE LIABILITY 20	JEN 015319	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT	\$1,000,000	5
				(Ea accident) BODILY (NUURY ( Per person)		4
				BODILY INJURY (Per accident)	1	
AUTOS ONLY AUTOS HIRED AUTOS NON-OWNED				PROPERTY DAMAGE		Certificate No
				(Per accident)		Ē
B X UMBRELLA LIAB X OCCUR 20X	HUOL5322	10/01/2022	10/01/2023	EACH OCCURRENCE	\$5,000,000	5 Ö
EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$5,000,000	5
DED X RETENTION \$10,000						
C WORKERS COMPENSATION AND 20M EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EVECUTIVE Y/N AOS	NOL5323	10/01/2022	10/01/2023	X PER STATUTE OTH	•	
D ANY PROPRIETOR / PARTNER / EXECUTIVE N N / A 20%	PROL5321	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$1,000,000	-
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DESCRIPTION OF OPERATIONS below				E.L. DISEASE-POLICY LIMIT	\$1,000,000	恒
						-
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, A	dilional Domarka Sabadula, may be	attached if man		d)		
Evidence of Insurance.	aditional Hemarks Schedule, may be	attached il more	space is require	0)		
						3
CERTIFICATE HOLDER	CANCELL	ATION				3
	EXPIRATIO	ON DATE THERE		IBED POLICIES BE CANCE ILL BE DELIVERED IN ACC		
Arcadis U.S, Inc.		ROVISIONS.	F			
630 Plaza Drive, Suite 200 Highlands Ranch CO 80129 USA						
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				and - and a		
L	<b>_</b>					
ACORD 25 (2016/03) The ACC	RD name and logo are re CAM #24-03	gistered ma		CORD CORPORATION	I. All rights reserved	1.
	Exhibit 2 Page 202 of :	210				

Form	W-	-9
	October	
Internal	Revenue	ne Treasury e Service

# Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	<ol> <li>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</li> </ol>					
	Arcadis U.S. Inc.					
	2 Business name/disregarded entity name, if different from above					
Print or type. Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes.     ☐ Individual/sole proprietor or	☐ Trust/estate ship) ▶ yner. Do not check wner of the LLC is le-member LLC that	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any)			
ŝ	□ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)			
	5 Address (number, street, and apt, or suite no.) See instructions.	Requester's name a	nd address (optional)			
See	630 Plaza Drive, Suite 200 Fax: 720.344.3535					
•,	6 City, state, and ZiP code					
	Highlands Ranch, CO 80129					
	7 List account number(s) here (optional)					
Par	t I Taxpayer Identification Number (TIN)					
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo		urity number			
reside	up withholding. For individuals, this is generally your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see How to get the security of the security of the security of the security of the security of the security of the security of the security of th		] - [ ] - [ ]   ]			
TIN, li	ater.	or				
	If the account is in more than one name, see the instructions for line 1. Also see What Name a	and Employer	identification number			
NUME	per To Give the Requester for guidelines on whose number to enter.					

### Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of	1/3/2023
Here	U.S. person > SCODICA NEW	Date ►

# **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- · Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- · Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Foreign Profit Corporation ARCADIS U.S., INC.	
Filing Information	
Document Number	F98000001104
FEI/EIN Number	57-0373224
Date Filed	02/26/1998
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	01/04/2007
Event Effective Date	NONE
Principal Address	
630 PLAZA DRIVE, SUITE HIGHLANDS RANCH, CO	
	00123
Changed: 04/30/2019	
Mailing Address	
ATTN: KIM LASNICKI	
110 West Fayette St.	
Suite 300 SYRACUSE, NY 13202	
5114000E, 111 1520Z	
Changed: 04/30/2017	
Registered Agent Name & /	Address
C T CORPORATION SYS	
1200 SOUTH PINE ISLAN	ID ROAD
PLANTATION, FL 33324	
Officer/Director Detail	
Name & Address	
Title VP/FIN OFF	
TAYLOR, STEVE	
630 PLAZA DRIVE, SUITE	E 200
HIGHLANDS RANCH, CO	80129

Title VP, Officer

STEWART, STEPHEN 1301 Riverplace Blvd., Suite 700 JACKSONVILLE, FL 32207

Title VP

SUAREZ, GUS 4300 W Cypress St. Suite 450 TAMPA, FL 33607

Title Asst. Secretary

Callahan, James 44 South Broadway Suite 1200 White Plains, NY 10601

Title Asst. Secretary

Lasnicki, Kimberly A 110 WEST FAYETTE ST., SUITE 300 SYRACUSE, NY 13202

**Title Secretary** 

Fairchild, Aren 200 S. Michigan Ave Suite 2000 Chicago, IL 60604

Title Asst. Secretary, SR VP

SERRETTE, CARLTON 4300 W Cypress St. Suite 450 TAMPA, FL 33607

Title Asst. Secretary

Richter, Leah 150 S Pine Island Road Suite 300 PLANTATION, FL 33324

Title Assoc VP

Kappes, Rich 1500 Gateway Blvd, Suite 200 Boynton Beach, FL 33426

### **Title Assistant Secretary**

Dawkins, Errol 44 South Broadway Suite 1200 White Plains, NY 10601

Title Director, President

McCarthy, John M 44 South Broadway Suite 1200 White Plains, NY 10601

Title Director

Selman, Wassim 2839 Paces Ferry Road Suite 900 Atlanta, GA 30339

**Title Director** 

Bonkoski, Brooke 111 SW Columbia St. Suite 670 Portland, OR 97201

Title VP

Pomales, Melissa 701 Waterford Way, Suite 770 Miami, FL 33126

Title Director

Parmar, Nilesh 1st Floor Cornerblock 2 Cornwall St. Birmingham, UK B3 2DX GB

**Title Treasurer** 

Luten-Bellin, Anita 445 South Figueroa Street, Suite 3650 Los Angeles, CA 90071

### Annual Reports

 Report Year
 Filed Date

 2021
 04/14/2021

# 202111/05/2021202201/18/2022

### Document Images

01/18/2022 ANNUAL REPORT	View image in PDF format
11/05/2021 AMENDED ANNUAL REPORT	View image in PDF format
<u>04/14/2021 ANNUAL REPORT</u>	View image in PDF format
08/20/2020 AMENDED ANNUAL REPORT	View image in PDF format
06/08/2020 - ANNUAL REPORT	View image in PDF format
09/13/2019 AMENDED ANNUAL REPORT	View image in PDF format
04/30/2019 - AMENDED ANNUAL REPORT	View image in PDF format
01/30/2019 - ANNUAL REPORT	View image in PDF format
04/10/2018 ANNUAL REPORT	View image in PDF format
04/30/2017 ANNUAL REPORT	View image in PDF format
05/04/2016 AMENDED ANNUAL REPORT	View image in PDF format
05/01/2016 ANNUAL REPORT	View image in PDF format
06/02/2015 - AMENDED ANNUAL REPORT	View image in PDF format
04/27/2015 - ANNUAL REPORT	View image in PDF format
05/01/2014 ANNUAL REPORT	View image in PDF format
04/25/2013 AMENDED ANNUAL REPORT	View image in PDF format
02/28/2013 - AMENDED ANNUAL REPORT	View image in PDF format
01/10/2013 - ANNUAL REPORT	View image in PDF format
11/14/2012 ANNUAL REPORT	View image in PDF format
10/16/2012 ANNUAL REPORT	View image in PDF format
<u>04/24/2012 – ANNUAL REPORT</u>	View image in PDF format
05/01/2011 ANNUAL REPORT	View image in PDF format
03/30/2010 ANNUAL REPORT	View image in PDF format
03/13/2009 ANNUAL REPORT	View image in PDF format
02/27/2009 ANNUAL REPORT	View image in PDF format
09/25/2008 ANNUAL REPORT	View Image in PDF format
05/02/2008 ANNUAL REPORT	View image in PDF format
05/31/2007 - ANNUAL REPORT	View image in PDF format
04/18/2007 ANNUAL REPORT	View image in PDF format
<u> 91/04/2007 – Name Change</u>	View Image in PDF format
01/06/2006 - ANNUAL REPORT	View image in PDF format
06/27/2005 ANNUAL REPORT	View image in PDF format
01/04/2005 ANNUAL REPORT	View image in PDF format
01/12/2004 ANNUAL REPORT	View image in PDF format
01/15/2003 ANNUAL REPORT	View image in PDF format
05/24/2002 ANNUAL REPORT	View image in PDF format
06/12/2001 Name Change	View image in PDF format
02/01/2001 ANNUAL REPORT	View image in PDF format
04/11/2000 ANNUAL REPORT	View Image in PDF format
03/25/1999 ANNUAL REPORT	View Image in PDF format
02/26/1998 Foreign Profit	View image in PDF format

CAM #24-0350 Exhibit 2 Page 207 of 210

# SECRETARY CERTIFICATE

I, Kimberly Lasnicki, Assistant Secretary of Arcadis U.S., Inc. (the "Corporation"), a corporation organized under the laws of the State of Delaware, certify that the following is a full and correct copy of a resolution adopted by written consent of the Board of Directors of said Corporation, dated February 24, 2022:

"RESOLVED, the President and each Business Area Director are authorized and empowered, in accordance with the Bylaws and other operating policies and procedures of the Corporation, to enter into proposals for fees and other contracts and obligations in the name and on behalf of the Corporation, upon such terms and conditions as may be agreed upon between the other party or parties and the Corporation, as evidenced by the approval of the President or Business Area Director. The President and Business Area Directors also are empowered to delegate such authority to other employees of the Corporation in such amounts and on such other terms as they shall determine from time to time in accordance with the Bylaws and other operating policies and procedures of the Corporation."

AND I DO FURTHER CERTIFY that pursuant to the above resolution that contracts, amendments, and required documentation for the City of Fort Lauderdale Event 69 – Vulnerability Assessment may be signed by Leah K. Richter in her capacity as Vice President of the Corporation.

AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I have signed this Certificate this 25th day of April. 2023.



Name: Kimberly Lasnicki Title: Assistant Secretary Arcadis U.S., Inc.

## BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000 VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: Business Name: ARCADIS US INC

Owner Name: ARCADIS JS Business Location: 150 S PINE ISLAND RD PLANTATION

Business Phone: 954 761 3460

Receipt #:315-250191 ENGINEER (ENGINEERING FIRM ) Business Type:

Business Opened:08/03/2012 State/County/Cert/Reg:228201301653 Exemption Code:

Roo	Rooms Seats		Seats Employees Machines		Professionals	
	Number of Machin		Vending Businesis Onl	y Vending Type	:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

### THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

#### Malling Address:

ARCADIS US, INC C/O: LEGAL DEPP 110 W FAYETTE ST STE 300 SYRACUSE, NY 13202-1199 Receipt #WWW-21-00263170 Paid 09/28/2022 30.00

# 2022 - 2023

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Rod	oms	Seats	Employees	Machines	Professionals
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31	gnature		r.	w Asserted Presultatin C	nty			
	-	Number of Mac	hines:		Vending Type			
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	<b>Collection Cost</b>	Total Paid	
	30.00	0.00	0.00	0.00	0.00	0.00	30.00	

Receipt #WWW-21-00263170 Paid 09/28/2022 30.00

CAM #24-0350 Exhibit 2 Page 209 of 210

1) D	Y MANAGER OCUMEI	NT RÓUTI	NG FC	RM	10
TODAY'S DATE: DOCUMENT TH	Accorden	fir Vulneral Arcadis U.	bility Asso S. Thc.	esmot for	She
COMM. MTG. D	ATE: 6/20/23CA	M #: 23-0533	#: <u>CP-/</u> c	CAM attached: 🔀	YES 🗌 NO
Routing Origin:	Router N	Name/Ext:	Action Sum	mary attached: 🗌	YES 🗹 NO
CIP FUNDED:	YES NO	Capital Investment / Commu 10 years and a cost of at least buildings, or fixtures) that add as roof replacement, etc. Terr	\$50,000 and shall me d value and/or extend	ean improvements to real I useful life, including majo	property (land, or repairs such
2) City Attorney	<b>'s Office:</b> Documen	ts to be signed/routed		O # of originals att	ached: 🖊
Is attached Gran	hicus document Fina	I? YES 🗆 NO ney's Name: <u>Chond</u>	Approved as t	o Form: YES	NO alsaut
3) City Clerk's	Office: # of originals:	Routed to:	Ext:	Date: _	08/18/2
Assigned to: GR	· · · · ·	ANTHONY FAJARDO RA Executive Director	SUSAN GR	ceived from: CC	0 8/18
APPROVED	FOR G. CHAVARRIA'S	S SIGNATURE 🗌 N/	A G. CHAVARR	IA TO SIGN	
PER ACM:	A. FAJARDO	(Initial)	S. GRANT	(Initial)	
	PPROVAL (See comn estions:	nents below)			
Forward	originals to 🗌 May	yor CCO Date:			
	Chairman: Please sig originals to CCO for a	gn as indicated. attestation/City seal (a	as applicable)	Date:	
INSTRUCTIONS	TO CITY CLERK'S OF	FICE	Mal	Iralin	
City Clerk: Ret	ains original a	nd forwards / orig	inals to://////	Euror (Name	/Dept/Ext)
Attach	certified Reso #	Y	ES 🗌 NO	Original Route for M#23-033	m to CAO
Page 1 of 1	Form Approved by Uncontrolled in ha	y: Department or Division rd copy unless otherwise	Director		

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