



## COMMUNITY DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective September 12, 2024 (the "Agreement Date") by and between:

**"Client"**

Name: City of New Port Richey  
Address: 5919 Main St.  
New Port Richey, FL 34652

Phone:

Representative: Debbie Manns

Email: Mannsd@cityofnewportrichey.org

**"STANTEC"**

Name: Stantec Consulting Services, Inc.  
Address: 777 S. Harbour Island Boulevard, Suite 600  
Tampa, FL 33602

Phone: (813) 269-6028

Representative: Andy Mikulski, Senior Urban Planner

Email: Andy.Mikulski@stantec.com

Project Name (the "Project"):

**DESCRIPTION OF WORK:** Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The compensation and time for completion of the Services shall be adjusted accordingly.

**DESCRIPTION OF CLIENT:** The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

**COMPENSATION:** Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff within 28 days of receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make electronic payment of invoices, the details of which can be obtained or verified by contacting [ar@stantec.com](mailto:ar@stantec.com).

The Client and Stantec expressly agree that Stantec's fees for Services performed shall be payable by the Client even in the event that the Client does not, for any reason, proceed with the Project. If the Project or any part thereof is abandoned or unduly delayed for reasons beyond Stantec's control, the Client shall pay to Stantec the fees for Services performed in accordance with the fee payment schedule in Attachment "A", and/or calculated on a time plus expense basis, at the option of Stantec.

The Client shall not be entitled at any time to costs, damages, or expenses that may be incurred due to Stantec's suspension or termination of Services. The Client shall be responsible for any demobilization and remobilization costs incurred by Stantec as a result of any suspension.

When the work is being performed by Contractors, the fees due Stantec shall be paid to Stantec whether or not payment is made to or withheld from the Contractors. No deduction shall be made from Stantec's fee on account of any penalties or damages claimed by the Client from the Contractors, or of other sums withheld from the Contractors.

If any information provided by the Client or by others on behalf of the Client should be erroneous or inaccurate, any necessary change or changes in the plans, specifications, drawings, or designs will be charged as extra work. Where accurate information, plans, and specifications regarding any existing or proposed buildings or works that are involved in the Project is not available, the cost of obtaining the same shall be borne by the Client.

If, after the drawings and specifications for any part of the work are completed in accordance with the Client's previous decisions, it shall become necessary for Stantec to make any changes in any designs, drawings, plans or specifications for any part of the Project, or if Stantec incurs extra work, cost or expense by reason of any act or matter over which Stantec has no control, the Client shall pay to Stantec a fee for such changes or extra work calculated on a time plus expense basis or as mutually negotiated by the parties. Prior to the commencement of such changes or extra work Stantec shall notify the Client in writing of intentions to make such changes or to carry out such extra work and that Stantec shall keep separate costs records in respect to such changes or extra work.

Where changes to the design, plans and specifications are required after the start of design, due to the Client's decision to split a phase into two (2) or more phases, Stantec reserves the right to invoice the Client for the additional costs incurred as a result thereof on a time plus expense basis or as mutually negotiated by the parties.

Nothing in any Agreement between the Client and Stantec shall be construed to obligate Stantec to prepare for or appear in litigation on behalf of the Client, unless Stantec agrees to provide and is equitably compensated for such services on a time plus expenses basis.

Unless expressly defined in the scope of work attached to this Agreement, the Services do not include any services related to lawsuits, arbitrations, mediations, government enforcement actions, or freedom of information requests ("FOI"). The Client agrees to compensate Stantec on a time and materials basis at rates two times (2x) those identified in Stantec's current rate table if Stantec is required to respond to a FOI, subpoena, serve as a witness, or prepare for or attend a deposition, examination for discovery, trial, arbitration, or mediation arising out of the Project or related to a legal proceeding to which Stantec is not a named defendant.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

**STANTEC'S RESPONSIBILITIES:** Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

**VARIATIONS IN DESIGN:** Stantec is empowered to make such deviations, alterations, additions and omissions in carrying out the work as Stantec may reasonably consider desirable in the Client's interests.

**TERMINATION:** Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Stantec's provision or review of field investigation, laboratory testing and engineering/consulting recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other

consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client, Contractors or any other entity of their obligations, duties and responsibilities with respect to jobsite safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any environmental, health or safety activities or precautions.

In the event of any construction emergency, which in the opinion of Stantec requires immediate action in the Client's interests, Stantec shall have authority to issue such orders on behalf of and at the expense of the Client as are deemed necessary or expedient.

At no time shall Stantec be construed to be the party as defined under applicable Occupational Health and Safety (OHS) legislation responsible for coordination or provision of environmental, health and safety requirements and activities for the Project or Project work sites, except as such requirements relate to Stantec's own staff.

**INDEMNITY:** The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

**LIMITATION OF LIABILITY:** It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000 per stage. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall

not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

**GOVERNING LAW:** This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

**ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement

may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

**City of New Port Richey**

**Stantec Consulting Services, Inc.**

Debbie Manns  
City Manager

Print Name and Title

Signature

Andy Mikulski  
Senior Urban Planner

Print Name and Title

Signature

Mikulsk iJr,  
Andrzej

Digitally signed by Mikulsk  
iJr, Andrzej  
Date: 2024.09.12  
16:40:13 -04'00'

Print Name and Title

Signature

Keith Greminger, AIA, NCARB  
Principal, Urban Planning & Design

Print Name and Title

Signature

Greminger  
, Keith

Digitally signed by  
Greminger, Keith  
Date: 2024.09.12  
16:42:31 -04'00'

Date September 12, 2024

"Stantec"

**STANTEC CONSULTING SERVICES INC.**

777 S Harbour Island Boulevard  
Suite 600, Tampa, FL 33602-5729  
Ph: (813) 223-9500  
Andy Mikulski, Senior Urban Planner

email: Andy.Mikulski@stantec.com

Client

**City of New Port Richey**  
5919 Main Street  
New Port Richey, FL 34652  
Debbie Manns, City Manager

email: Mannsd@cityofnewportrichey.org

Subject

**City of New Port Richey CRA Update**

## OVERVIEW

Stantec is assisting the City of New Port Richey with an update to the citywide Community Redevelopment Agency (CRA) Plan. This document includes a vision and goals directed at the long-term evolution of the city. These have undergone extensive public vetting, and along with the Evaluation and Appraisal Report (EAR) will serve as the foundation for the Comprehensive Plan update.

The City of New Port Richey adopted a Community Redevelopment Area (CRA) in 2001. This CRA encompasses the entire city as it existed then and is currently being updated. The city has stated a desire for a modernization of the New Port Richey Comprehensive Plan and concurrent update consistent with the updated community redevelopment plan.

Stantec will provide support to the City of New Port Richey through the Comprehensive Plan Update Process. First, Stantec will evaluate the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan compared to the CRA Plan. Stantec, working along with the city, will determine whether to keep, eliminate, or edit each GOP. Stantec will assess how recent Florida Statute changes impact the Comprehensive Plan, evaluate the intent and execution of the vision of the Comprehensive Plan, assess how the GOPs interact and impact the New Port Richey community, and design an attractive Comprehensive Plan that speaks to the uniqueness of the City of New Port Richey. The process will consist of drafting amendments to existing elements of the Comprehensive Plan to clean up, streamline, and modernize the Plan. The simplification and combination of the 12 plan elements will be contemplated as part of this update. The update to the Comprehensive Plan will:

- Strengthen the Comprehensive Plan to align with and support the CRA vision
- Eliminate outdated text
- Update the design and format

**SCOPE OF SERVICES****Task 100 Evaluation of Current Plan's Performance and state statute changes**

Stantec will identify and update Goals, Objectives, and Policies (GOPs) of the Existing comprehensive plan consistent with requirements of the City's latest Evaluation and Appraisal Review (EAR). Stantec will then compare the existing Comprehensive Plan GOPs, Evaluation and Appraisal Report necessitated modifications to GOPs with the updated CRA Plan Goals, and Objectives.

A draft review of the consistencies and inconsistencies between the two plans will be sent to the city for comment. Stantec will incorporate one round of city comments into the document.

Deliverable: Draft review of consistencies and inconsistencies.

**Task 200 Data and Analysis Consolidation and Map Updates**

Stantec will consolidate existing analysis of physical, economic, and demographic change in New Port Richey since the adoption of the current Comprehensive Plan. Review shall include any data and analysis developed regarding

- Markets and Growth Patterns
- Transportation network growth
- Demographic changes and concentrations

This information will be used to update relevant support data in each element of the comprehensive plan.

**Task 300 Draft Update**

Based on information gathered in tasks 100 and 200, Stantec will update GOPs and incorporate Vision statements as appropriate in the comprehensive plan.

A draft policy document will be provided to the City for one set of comments. Stantec will revise the GOPs based on city comments. These updated GOPs will be presented to citizens in a virtual public meeting.

Stantec will hold a virtual work session with city staff to incorporate feedback received at the virtual public meeting into a public workshop draft of the plan update.

Deliverable: Draft policy document.

**Task 400 Public Workshops and Hearings**

Stantec will present the updated comprehensive plan at one Land Development Review Board Public Workshop, one Land Development Review Board Public Hearing, and two City Council Public Hearings consistent with requirements of state statute and the City's comprehensive Plan as currently drafted. Stantec will revise the text of the updated comprehensive plan after each workshop or public hearing.

Deliverable: Final policy document and presentations.

**Task 500****Optional Additional Services (additional \$25,000 fee)**

City-wide parcel analysis. Stantec will analyze city parcel data to determine the typical parcel in the city (statistical median, mode, and ranges). The parcel statistics will then be compared to the city's Future Land Use categories to determine how many parcels can accommodate the housing types and densities described in each Future Land Use category.

Deliverable: Parcel analysis spreadsheet and data analysis.

**Task 900****Reimbursable Expenses**

Expenses will be invoiced based on actual amounts incurred. This may include but not be limited to expenses such as travel, local mileage, printing/plotting, express mail, deliveries, etc.

**EXCLUSIONS AND UNDERSTANDINGS**

1. This scope of the services included herein is limited to those services noted and does not include any other services.
2. A subsequent proposal/agreement can be provided for more advanced services including any Ordinance amendments, additional public meetings, workshops, or hearings.
3. Unless otherwise specified, charges for services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0%.
4. This scope is limited to those service specifically described herein. Excluded services include, but are not limited to the following:
  - Rezoning or agency permit applications of any type.
  - Detailed civil/site engineering analysis or design
  - Surveying services
  - Traffic Engineering
  - 3D renderings or modelling
  - Changes to the land development regulations and zoning code.
  - Changes to the future land use categories and densities.
  - Any additional meetings/public hearings beyond the ones listed in the scope.

**FEE SUMMARY**

Stantec proposes to provide the requested services in accordance with the fees outlined below. These services will be performed on either a Fixed Fee (i.e. lump sum) or time and materials (i.e. hourly) basis as noted below.

<b>Task</b>	<b>Description</b>	<b>Fee Type</b>	<b>Fee Amount</b>
100	Evaluation of Current Plan Performance	T/M*	\$25,000
200	Data and Analysis Consolidation and Map Updates	T/M*	\$7,700
300	Document Drafting	T/M*	\$23,000
400	Public Workshops and Hearings	T/M*	\$27,500
500	(Optional) Additional Services	T/M*	-
600	Project Management and Coordination	T/M*	\$7,000
900	Reimbursable Expenses	T/M*	\$3,000
<b>Total</b>			<b>\$93,200</b>

*T/M estimates are based upon past experiences, but the actual fee may be more or less due to factors outside of Stantec's control. Fees are not to be exceeded without prior consent from the CLIENT.  
Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto.*

**SCHEDULE OF FEES**

Effective January 1, 2024

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 117.00
Level 4	\$ 128.00
Level 5	\$ 146.00
Level 6	\$ 150.00
Level 7	\$ 160.00
Level 8	\$ 170.00
Level 9	\$ 176.00
Level 10	\$ 182.00
Level 11	\$ 198.00
Level 12	\$ 208.00
Level 13	\$ 219.00
Level 14	\$ 230.00
Level 15	\$ 244.00
Level 16	\$ 269.00
Level 17	\$ 278.00
Level 18	\$ 284.00
Level 19	\$ 295.00
Level 20	\$ 306.00
Level 21	\$ 324.00
1 Person Field Crew	\$ 145.00
2 Person Field Crew	\$ 200.00
3 Person Field Crew	\$ 255.00
4 Person Field Crew	\$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.