



October 25, 2023

Brandon Johnson
Senior Project Manager
Stantec Consulting Services, Inc.
777 S Harbour Island Boulevard Suite 600
Tampa, FL 33602

RE: Letter Agreement for Professional Services and Notice to Proceed
Little Bayou Lagoon Restoration
Project No. 19053-110

Dear Mr. Johnson:

This letter agreement ("Letter Agreement") is entered into between Stantec Consulting Services, Inc. ("CONSULTANT") and City of St. Petersburg, Florida ("City") for CONSULTANT to provide work plan development including desktop review of applicable data sets, pre-permitting coordination, and conceptual design sketches for the project referenced above.

In consideration for receiving compensation from the City for performing the professional services required by this Letter Agreement (subject to CONSULTANT performing its obligations contained in this Letter Agreement), CONSULTANT and City agree as follows:

SCOPE OF SERVICES:

CONSULTANT shall provide project work plan development, regulatory agencies pre-permitting coordination, and conceptual design sketches identified in the attached proposal dated October 10, 2023 ("Proposal").

REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS:

CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT and which are required to provide the scope of services pursuant to this Letter Agreement.

CONSULTANT shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the scope of services using reasonable skill and judgment in accordance with sound business, ethical and professional standards.

CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform the scope of services required by this Letter Agreement.

CONSULTANT hereby makes all certifications required under Florida Statute section 287.135.

SCHEDULE:

CONSULTANT shall begin work promptly upon the Execution Date (as defined herein) and shall complete required services within the schedule set forth in the Proposal.

COMPENSATION FOR SERVICES:

The City hereby agrees to pay CONSULTANT an amount not to exceed thirty-four thousand dollars (\$34,000.00), at the fees and costs set forth in Proposal. Such not-to-exceed amount is inclusive of all out-of-pocket expenses, including but not limited to transportation, materials, and documents required by this Letter Agreement.

INVOICES FOR SERVICES:

All invoices should be sent electronically to the attention of the Finance Department at ap@stpete.org. Invoices should include the following information:

Project No. 19053-110 – Little Bayou Lagoon Restoration
Purchase Order Number
Description of work performed during the billing period
Total amount of Letter Agreement
Percent complete
Cost-to-date including this invoice
Less previous invoices
Amount of this invoice
Approval (signature)

INDEMNIFICATION:

CONSULTANT shall indemnify and hold harmless the City, and its officers and employees, (collectively, the "Indemnified Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or any of its subcontractors, employees, agents or representatives in the performance of this Letter Agreement.

CONSULTANT'S indemnification obligations are independent of, and will not be limited by, any insurance required to be obtained by CONSULTANT pursuant to this Letter Agreement or otherwise obtained by CONSULTANT.

INSURANCE:

CONSULTANT shall maintain the following types and amounts of insurance: (i) Commercial General Liability Insurance in an amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate (this policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Letter Agreement; (ii) Commercial Automobile Liability insurance of One Million Dollars (\$1,000,000) combined single limit covering all owned, hired and non-owned vehicles; (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least One Hundred Thousand Dollars (\$100,000) each accident, One Hundred Thousand Dollars (\$100,000) per employee, and Five Hundred Thousand Dollars (\$500,000) for all diseases; and (iv) Errors and Omissions or Professional Liability insurance appropriate to

CONSULTANT'S profession with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. If coverage is on a "Claims-Made" basis, it must include a retroactive date of coverage beginning no later than the Execution Date and an extended reporting period of at least 90 days.

All of CONSULTANT'S insurance policies, except Workers' Compensation and Errors and Omissions or Professional Liability, must name the Indemnified Parties as additional insureds. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage. CONSULTANT shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, CONSULTANT shall provide copies of current policies with all applicable endorsements.

All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of AM Best's Rating Services, or similar rating agency acceptable to the City. If the insurance carried by CONSULTANT has broader coverage than required in this Letter Agreement, then that broader coverage, including but not limited to additional insured requirements, is deemed to be the requirement in this Letter Agreement. If CONSULTANT'S insurance limits are greater than the minimum limits set forth herein, then CONSULTANT'S insurance limits are deemed to be the required limits in this Letter Agreement.

CONSULTANT hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier. The City reserves the right to change or alter the above insurance requirements as it deems necessary.

SUBCONTRACTORS:

The hiring or use of any subcontractors in connection with the performance of CONSULTANT'S obligations under this Letter Agreement is permitted. CONSULTANT is responsible for negotiating the terms and conditions of each subcontract agreement. CONSULTANT is also solely responsible for ensuring that each subcontractor acts in a manner consistent with and in accordance with the terms and conditions of this Letter Agreement. CONSULTANT shall require each subcontractor to (i) obtain the same types and amount of insurance and comply with all insurance provisions that are required of CONSULTANT pursuant to this Letter Agreement and (ii) indemnify and hold harmless the Indemnified Parties to the same extent as CONSULTANT under this Letter Agreement. CONSULTANT retention of a subcontractor does not relieve CONSULTANT of any of its duties, obligations, or representations under this Letter Agreement. CONSULTANT shall promptly pay all amounts owing to any subcontractor and shall provide the City with documentation that evidences such payments.

TERMINATION:

The performance of the scope of services under this Letter Agreement may be terminated in whole or in part by the City whenever for any reason the City's Project Manager determines that such termination is in the best interest of the City. Additionally, the City may terminate this Letter Agreement as provided in Florida Statute section 287.135. Termination will be effective three (3) days after delivery to CONSULTANT of a notice of termination specifying the extent to which performance of scope of services under this Letter Agreement is terminated.

Upon receipt of the notice of termination, CONSULTANT shall, unless the notice of termination directs otherwise, immediately discontinue performance of the scope of services required by this Letter Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Letter Agreement.

The City shall pay CONSULTANT costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to CONSULTANT pursuant to this Letter Agreement. The foregoing payment constitutes CONSULTANT'S sole compensation in the event of termination of this Letter Agreement by the City, and the City will have no other liability to CONSULTANT related to termination of this Letter Agreement by the City.

CITY PROJECT MANAGER:

All correspondence and transmittals for the services and work described in the Proposal must be addressed to Julie Vogel, Project Manager.

GENERAL PROVISIONS:

CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue, including the Florida laws regarding public records (e.g., Chapter 119, Florida Statutes, and specifically Chapter 119.0701(2)-(3)).

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LETTER AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

CONSULTANT may not assign any of its rights, duties, or obligations under this Letter Agreement without the City's prior written consent, which consent may be withheld by City in its sole and absolute discretion.

This Letter Agreement must be interpreted and construed in accordance with the laws of the State of Florida and inures to and is binding upon the Parties, their successors and assigns. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Letter Agreement, including but not limited to those obligations and rights related to indemnification, survive such expiration or earlier termination.

This Letter Agreement may be amended only in writing executed by the parties.

This Letter Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

CONSULTANT shall not take any action that will result in a lien being placed against the City or to any services or work being provided to the City. In the event the City is placed on notice of an intent to lien or placed on notice of a lien by CONSULTANT or its subcontractors, employees, agents or representatives, CONSULTANT will take immediate action at CONSULTANT'S expense to respectively prevent or remove and discharge the lien.

Time is of the essence of this Letter Agreement and each of its provisions.

REMAINING PORTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties below have caused this Letter Agreement to be executed by their duly authorized representatives as of the date and year written below.

On behalf of the City of St. Petersburg, Florida,
I acknowledge and agree to the terms and conditions
set forth in this Letter Agreement.

Sign: Brejesh Prayman.

Print: Brejesh Prayman, P.E.

Date: November 29, 2023 ("Execution Date")

ATTEST

[Signature]

City Clerk (Designee)



On behalf of **Stantec Consulting Services, Inc.,**
I acknowledge and agree to the terms and conditions
set forth in this Letter Agreement.

Sign: [Signature]

Print: Scott Storlid, Senior VP

Date: 11/6/2023

Approved as to Form and Content

[Signature]
City Attorney (Designee)

Attachment: Proposal dated October 10, 2023.

BP:JV/sbj

Enclosure: Deliverables, General Project correspondence and File Naming Convention
FTP Site Information and FTP Site Instructions - External User

cc: Roger Johnson
Grace Kraemer
ECID Records



Stantec Consulting Services Inc.

777 S Harbour Island Boulevard Suite 600, Tampa FL 33602-5729

October 10, 2023

File: 172680065_LBLR

Attention: Julie Vogel

Engineering & Capital Improvements Department

City of St. Petersburg

One 4th St N, MSC – 7th floor,

St. Petersburg, FL 33701

Dear Julie,

Reference: Little Bayou Lagoon Restoration

Little Bayou is a shallow water bay located off of southeastern St. Petersburg. Little Bayou receives freshwater input from Bayou Creek and has a direct connection to Tampa Bay, south of Coquina Key. Between the freshwater upstream areas of Bayou Creek west of Fourth Street South and the estuarine portions of the creek in Little Bayou Preserve, is a small lagoonal area located just east of Fourth Street South. Based on conversations with Parks and Recreation Department staff, freshwater vegetation repeatedly grows so thick that it covers the lagoon and this nuisance vegetation must be mechanically removed at a significant cost to the City.

In 2019, Bayou Creek was listed as impaired for bacteria (*Escherichia coli*) and nutrients based upon elevated Total Phosphorus (TP). The City previously contracted Stantec to support the development of a 4e Plan as part of the efforts to provide the Florida Department of Environmental Protection (FDEP) reasonable assurance that the City was in the process of addressing conditions which may be contributing to the impairments in Bayou Creek. As part of the 4e Plan effort, potential projects were identified that could contribute to improving the water quality and associated ecology of Bayou Creek and the receiving waters of Little Bayou. The restoration of Little Bayou Lagoon was identified as a beneficial project which may have multiple benefits to the Little Bayou watershed.

Stantec and the City have begun the planning process to conduct a systematic sampling program to collect empirical water quality data throughout Bayou Creek as well as the receiving waters in Little Bayou. It is anticipated that these data will be used to support restoration activities to reestablish tidal connections to Little Bayou Lagoon, thereby increasing the salinity of the waters within the lagoon in an attempt to control the growth of the nuisance freshwater vegetation. Additionally, as part of the lagoon restoration activities, Stantec will design and develop coastal habitats within the lagoon and lower Bayou Creek that will support the estuarine ecosystems of the tidally connected areas for the benefit of wildlife, marine life, and to enhance recreational activities for the local community.

Scope Of Services

Phase 1 -Project Planning and Conceptual Design

Task 201 -Project Work Plan Development

A Work Plan will be developed to provide the guidelines on the types, frequencies and details of the information needed to be collected or developed, including hydrodynamic model requirements, to evaluate subsequent design alternatives. This Work Plan will form the basis of implementing this project and determining what data is sufficient to help better understand the existing conditions within the Little Bayou Lagoon and the environmental factors that may contribute to the future restoration designed conditions.

Stantec will conduct a desktop review of publicly accessible, existing datasets, including bathymetric and topographic data, current and tide measurements, wave and storm surge studies, sea level rise (SLR) projections, aerial photos, photographs, reports, etc. (if available). Data from the Federal Emergency Management Agency's Flood Insurance Studies, National Oceanic and Atmospheric Administration (NOAA), U.S. Geological Survey, and the U.S. Army Corps of Engineers (USACE) will be included in the primary sources of information. Additionally, a coastal restoration site previously developed in the southern portion of Little Bayou Preserve will be evaluated for current conditions. This site was successfully restored and now supports abundant mangroves and will be evaluated as a reference location for determining potential tidal creek elevations critical to design planning.

Task 202-Regulatory Agencies Pre-Permitting Coordination

Stantec will coordinate, prepare for, and attend one (1) pre-permitting meeting with federal and state regulatory agencies to discuss project objectives, goals, and constraints, and the environmental resource permit application timing and other potential agency concerns. Meetings will be scheduled with USACE and FDEP (or South Florida Water Management District [SWFWMD]). Participation by commenting agencies such as NOAA National Marine Fisheries Service, US Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission; as well as the City's partner organization Tampa Bay Estuary Program, will be encouraged. The goal of the meeting is to confirm understanding and agreements regarding the project permitting approach for the environmental and engineering components of the application process.

Actual meeting/conference call times/dates will be scheduled based on City and regulatory agency staff availability. The Pre-Permitting meeting may occur significantly after the requested date (weeks or months), which is beyond Stantec's control.

Task 203-Conceptual Design Sketches

Stantec will review existing data collected during the desktop analyses to develop the conceptual design sketches for the tidal restoration and habitat development areas. Stantec will create plan view sketches of existing LiDAR data overlain with the proposed project designs. The typical cross-sections will indicate the existing grade (based on publicly available information at the time) and proposed design template of the project design.

Reference: Little Bayou Lagoon Restoration

Additionally, Stantec understands that a pedestrian bridge which crosses Bayou Creek within Little Bayou Preserve is being designed and implemented under a separate City project. Using design details and data provided by the City, the conceptual designs will incorporate placement of this bridge in proposed project options.

Schedule

Project work, including project coordination, shall begin no later than 10 business days from Notice to Proceed.

	<u>Number of Business Days from NTP</u>
Task 201-Project Work Plan Development	150
Task 202-Regulatory Agencies Pre-Permitting Coordination	90 (dependent on agency staff availability)
Task 203-Conceptual Design Sketches	180

Assumptions

- Only items listed in this scope are included with the associated fees.
- This Phase I scope of work does not include the preparation of mitigation plans as a result of any proposed environmental impacts as result of any resources not yet identified. No mitigation design is included.
- The City shall provide design details, including electronic data/drawings for the pedestrian bridge for incorporation into conceptual design options.
- No engineering review, evaluation or assessment of the pedestrian bridge being developed as part of a separate City project is included in this Phase 1 Scope of Work.
- No site visits, field data collection, permitting, detailed design documents, modeling, topo/bathy site survey or bidding document tasks are included in this Phase 1 Scope of Work. Only data from publicly accessible existing sources, or data provided to Stantec, will be used.
- No in-person presentation of report or data.
- Stantec cannot order, or estimate, the timing of local/state/federal agency meetings.
- Results of the regulatory agency meetings may dictate additional data collection needs which are not within the current scope. If additional data collection is needed, a separate scope/fee for additional services will be provided if requested.
- No construction documents/plans, bidding, construction management, or as-built tasks are included in this Phase 1 Scope of Work.
- Current pricing is valid for 90 days from date of proposal.

Reference: Little Bayou Lagoon Restoration

Deliverables

Task 201-Project Work Plan Development

- Work Plan memo outlining data needs and means/methods for obtaining the data. The Work Plan will discuss and outline the next phases of the project that would be required to design, permit, and implement the preferred design alternative. The intent of the memo will be to serve as a planning document for the City to implement future phases of the project.
- Conceptual level/order of magnitude Engineer's Opinion of Probable Costs for implementation of up to two (2) alternatives evaluated in the Work Plan.

Task 202-Regulatory Agencies Pre-Permitting Coordination

- Meeting minutes in PDF format.

Task 203-Conceptual Design Sketches

- Typical plan view and cross-sections of critical elements of the conceptual design
- 11"x17" PDFs of the conceptual drawings.

Stantec's Compensation

For the tasks presented in the Phase 1 Scope of Work presented above, the City shall compensate Stantec the fixed-fee amount of \$34,000.

Regards,

Stantec Consulting Services Inc.



Brandon Johnson
Senior Project Manager
Phone: 813 223 9500
Brandon.Johnson@stantec.com

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