

## **AGREEMENT FOR VULNERABILITY ASSESSMENT STUDY SERVICES**

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day , April, 2025 (the “Effective Date”) by and between the Village of Estero, a Florida municipal corporation, (the “Village”), 9401 Corkscrew Palms Circle, Estero, FL 33928, and Aptim Environmental & Infrastructure, LLC, a Louisiana Limited Liability Corporation authorized to conduct business in Florida, (the “Consultant”), with offices at 1200 Brickyard Land, Suite 202, Baton Rouge, LA 70802, collectively referred to as the “Parties.”

**WHEREAS**, the Village completed its first Stormwater Master Plan in 2018; and

**WHEREAS**, the Village has received a CDBG-DR Planning Study grant to prepare a Village of Estero Vulnerability Assessment; and

**WHEREAS**, the Vulnerability Assessment will build upon the groundwork set by the 2018 Stormwater Master Plan; and

**WHEREAS**, on December 3, 2024, and pursuant to § 2-174(a)(3), the Village issued Request for Proposal #100124 (the RFP) seeking proposals from qualified providers of professional services; and

**WHEREAS**, the RFP was subsequently changed to an RFQ by way of addendum after the original issuance of the RFP; and

**WHEREAS**, the Village received and evaluated responses to the RFQ; and

**WHEREAS**, the Village’s procurement staff evaluated the RFQ responses on and found that all responses were responsible and responsive; and

**WHEREAS**, the Village evaluation committee evaluated all seven proposals on February 13, 2025 and determined to shortlist and conduct interviews with three firms; and

**WHEREAS**, the Village evaluation committee further evaluated the three finalist firms after presentations and interviews on March 4, 2025; and

**WHEREAS**, the Village evaluation committee determined APTIM Corp to be the highest ranked Proposer.

**WHEREAS**, the Village Council approved the evaluation committee rankings; and

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

**ARTICLE 1: SCOPE OF SERVICE and CONTRACT DOCUMENTS.** The Consultant shall provide the services as outlined in **Attachment A**, hereinafter referred to as the “**Scope of Services**.” This Agreement shall consist of the following Contract Documents:

- This Agreement
- The RFP and Addendum if applicable (inclusive of all subparts and attachments)
- The Consultant's Proposal

In the event of any conflict between the Contract Documents, the earlier listed document shall take precedence over the later.

**ARTICLE 2: COMPENSATION.** The Consultant shall be compensated in the amounts and at the times set forth in **Attachment B**, hereinafter referred to as "**Compensation**." Contractor will hold the labor rates in Attachment B constant for the first year of the Agreement. Beginning on the second year of the Agreement, and on annual basis thereafter, Consultant's hourly rates will increase by a percentage equal to the then applicable annual percentage increase in the consumer price index (CPI). Labor rates do not include travel or other direct costs. Travel costs will be billed in alignment with the US General Services Administration (GSA) Federal Travel Regulations. Other direct costs may include printing and reproduction, facility rental, or equipment rental.

**ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS.** The Consultant shall not be permitted to utilize any Village personnel, equipment, electronic systems or other Village subcontractors to perform any work or project of any kind other than to assist in the performance of the services outlined in **Attachment A**. Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the Consultant, nor any of its staff assigned to perform the required services, shall engage in any other employment or contractual work, or have or hold any other employment or contractual relationship or interest, which would create a conflict of interest between Consultant's duty to the Village set forth herein and the Consultant's duty to any other person or entity.

**ARTICLE 4:** The Consultant shall be obligated to follow all CDBG-DR terms and conditions as set forth in **Attachment C**.

**ARTICLE 5: TERM AND RENEWAL OF AGREEMENT.** Notwithstanding the date of execution, the initial Term of this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall continue until terminated as provided for herein.

**ARTICLE 6: TERMINATION.** This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (90) days written notice of intent to terminate.

**ARTICLE 7: NOTICES.** Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement, to the following:

If to Village:

Village of Estero  
Attn: Village Manager  
9401 Corkscrew Palms Cir  
Estero, FL 33928

If to Consultant:

Aptim Environmental & Infrastructure,  
LLC.

1200 Brickyard Land Suite 202  
Baton Rouge, LA 70802

#### **ARTICLE 8: GENERAL CONDITIONS.**

A: PUBLIC RECORDS. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall:

- (a) Keep and maintain public records required by the Village to perform the services provided hereunder.
- (b) Upon request from the Village's custodian of public records, provide the Village 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, or as otherwise provided by law.
- (c) 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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

If the Consultant fails to comply with the requirements in this Article 7, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.



**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL ([records@estero-fl.gov](mailto:records@estero-fl.gov)), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FLORIDA 33928.**

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Given the nature of this Agreement, this expressly includes all CDBG, FEMA, ARPA, FDEM and any other federal or state regulations related to grant management and administration, as those regulations are incorporated into the various grant agreements Consultant will be assigned to manage. Additionally, the Consultant agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

C: LICENSES. The Consultant must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement. At all times Consultant shall maintain its lawful authority to conduct business in Florida.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Consultant to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Consultant or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Village. The Village shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Consultant in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Consultant shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Village as provided for herein, Consultant agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the following coverages and coverage limits:

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:



\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease - policy limit

- o The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies" in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Proof of such insurance will be provided to the Village upon request.

E: NON-ASSIGNABILITY. The Consultant understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Consultant's staff to be assigned to perform the services. Therefore, Consultant may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village. In the event Consultant's experienced staff assigned to perform the work no longer work for Consultant, or Consultant ceases to assign such staff to perform the services required in this Agreement, and Consultant does not immediately assign acceptable replacement staff, the Village may terminate the Agreement immediately.

F: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.



G: MERGER: This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

F: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:

(i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Consultant engages in business operations in Cuba or Syria; or

(iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Village within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes § 287.135. In addition, the Village may pursue any and all other legal remedies against the Consultant.

G: IMMIGRATION COMPLIANCE; E-VERIFY: Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the



U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village.

Pursuant to Florida Statutes § 448.095(5), Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with Village cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Village that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

**ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY.** To the greatest extent allowed by applicable law, the Consultant releases and shall indemnify, hold harmless, and defend each Village Indemnified Party (defined as the Village, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Consultant, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Consultant be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

**ARTICLE 9: APPLICABLE LAW, VENUE.** The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Lee County, Florida. Venue for any federal court action shall be in the Ft. Myers Division of the United States District Court for the Middle District of Florida.

**ARTICLE 10: ATTORNEYS' FEES.** In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

**ARTICLE 11: AMENDMENTS.** This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

**ARTICLE 12: HEADINGS; EXECUTION.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**ARTICLE 13: SEVERABILITY.** In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

**ARTICLE 14: NO THIRD-PARTY BENEFICIARY.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

**ARTICLE 15: AUTHORITY TO EXECUTE.** Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives below.

**Aptim Environmental &  
Infrastructure, LLC**

By: \_\_\_\_\_  
Samantha Danchuk

**Village of Estero**

By:  \_\_\_\_\_  
Steve Sarkozy, Village Manager



## **ATTACHMENT A SCOPE OF SERVICES**

### **Statement of Purpose**

The Village of Estero (the “Village”) was recently awarded funding through a United States (U.S.) Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Grant through Lee County to complete a Vulnerability Assessment for the Village. The purpose of the Vulnerability Assessment (VA) project is to assess vulnerabilities to storm surge flooding, rainfall flooding, sea level rise, drought, high wind, extreme heat and wildfire conditions. The Project will include public outreach and community engagement, development of a geospatial database of critical assets and infrastructure, update of the Village’s stormwater model, assessment of flood-related vulnerabilities and recommendation of efforts to reduce vulnerabilities. The vulnerability assessment will comply with Section 380.093, F. S. to fulfill the requirement for any potential Resilient Florida implementation funding grant applications for mitigation projects.

### **Task 1: Kick -Off Meeting:**

The kick off meeting will review the scope, answer any project questions, and outline goals, milestones, deliverables, timelines reporting requirements, and payment schedule. The kickoff meeting will identify Village-APTIM responsibilities and will be an opportunity to discuss the proposed strategy to complete the Vulnerability Assessment. This task will establish a clear understanding of the project expectations. A virtual meeting of approximately two-hour duration will be facilitated to define the vision, goals and objectives for the VA. The meeting will involve the Village’s project team to discuss project administration and logistics, communication protocols, deliverables, task methodology and grant reporting needs.

### **Task 1 Deliverables:** APTIM will provide the following:

- 1.1. Kick-off meeting agenda;
- 1.2. Kick-off meeting sign-in sheets; a copy of the presentation including outline of the project management plan, project schedule, and any materials created for distribution at the meeting; and
- 1.3. Kick-off meeting minutes.

### **Task 1 Assumptions:**

- Village will select meeting attendees with recommendations from APTIM.
- Meeting will be held virtually via Microsoft Teams.
- Village will send meeting invite.

### **Task 2: Public Outreach Meeting #1**

APTIM will conduct the first public outreach meeting during the development of the VA. The purpose of the first meeting will be to ask the residents to share what matters to them most when it comes to the impact of local flood risks and weather/ hazard events. During the public meeting, APTIM will present results from the analysis of which areas in Estero are likely to be exposed to specific hazards like hurricane impacts and flooding and what types of issues that may occur as a result. As part of a facilitated discussion during the meeting, the residents will be asked to share



observations and experiences regarding hazards in Estero, to help prioritize neighborhoods and areas for focus and to share their perspective on how vulnerabilities should be addressed. The feedback shared will be incorporated into the final report for the Estero Vulnerability Assessment. The high priority vulnerabilities in the assessment will be eligible for Resilient Florida implementation grant funding and serve as a useful reference for staff in future planning.

**Task 2 Deliverables:** APTIM will provide the following events:

- 2.1 Public meeting agenda.
- 2.2 Public meeting sign-in sheets or attendance records with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
- 2.3 A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable.
- 2.4 A summary report including attendee input and meeting outcomes.

**Task 2 Assumptions:**

- The first public outreach meeting will be conducted, with duration of up to 3-hours.
- The meeting will be in-person
- The Village will reserve and provide the meeting location.
- The Village will send email invitations.
- Meeting date will be selected by Village to allow announcement of meeting to be shared at least 30 days in advance of meeting occurrence.
- Village Staff will review public announcements and graphics and provide comments within three (3) days, to avoid delays in announcement.
- APTIM will prepare social media notifications, email notifications, meeting invitations, meeting materials, presentations and graphics utilized during the meeting, as applicable.

**Task 3: Background Data:**

APTIM will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F. S. including requirements for metadata and scenarios. Identified data gaps will be addressed as necessary to meet requirements of Section 380.093, F.S.

Information that is typically collected includes

- **Transportation and Evacuation Routes:** Inventory of transportation assets and evacuation routes vital to the village sourced from Village/ County road centerline and bus terminal data, United States Department of Transportation bridge inventory online dataset, and the Florida Statewide Resilience dataset.
- **Critical Infrastructure:** Inventory of stormwater, energy, water supply, wastewater, solid waste and communication infrastructure from previous stormwater master planning efforts, the Florida Statewide Resilience dataset and utility datasets.
- **Natural, Cultural and Historical Resources:** Inventory of conservations lands, parks, shorelines, surface waters, wetlands and cultural assets sourced from Florida Statewide Resilience dataset, United States Geological Survey LiDAR digital elevation models and regional or local datasets.
- **Hazard scenarios** are based on model results from flood modeling and hazard risk assessments sourced from the National Oceanographic & Atmospheric Administration, National Hurricane center, the Federal Emergency Management Agency Flood Insurance



Study for Lee County, stormwater modeling and the Trust for Public Lands Climate Resilient Communities platform.

- Publicly available data for energy infrastructure includes the locations of the three substations nearest to Estero and primary transmission lines. This task will include survey of the locations and relevant elevations of additional critical energy or utility for inclusion in the vulnerability assessment. Survey will include locations, ground elevations and top or panel elevations as appropriate for assets such as transformers adjacent to critical facilities, lift station electrical panels and others selected by the Village.

**Task 3 Deliverables:** APTIM will provide the following:

- 3.1 Technical report to outline the data compiled and findings of the gap analysis;
- 3.2 A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- 3.3 GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.; and
- 3.4 Elevation Certificates for structures that do not have one on file with the Village.

**Task 3 Assumptions:**

- Based on requirements of Section 380.093, F. S., the sea level rise scenarios utilized in the VA will include the 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections for 2050 and 2080 (note deviation from RFP scope to comply with new legislation).
- Storm surge data for the 100-year return period storm will be requested from FEMA Coastal Storm Surge Dataset (Lee County and FEMA may provide). If not available, the storm surge data from the National Hurricane Center National Storm Surge Risk maps and FEMA flood insurance study will be used.
- Scenarios analyzed as part of the vulnerability assessment will include coastal tidal flooding (present, year 2050, year 2080), storm surge for 100 year event (present, 2050 and 2080) and rainfall flooding for 25 year/3 day, 100 year and 500 year events.
- Up to three compound flood scenarios will be analyzed based on Village staff direction during the kick-off meeting. These may include combinations of rainfall and future storm surge. These scenarios are not required by Section 380.093, F. S.
- Village staff will advise which data should be labeled as sensitive and not shared publicly during the kick-off meeting.
- Electrical supply system data will be requested from the utility. If data is not provided by the utility before the task is completed, publicly available data will be used or collected as feasible during Task 9.
- Village staff will provide a map of locations of assets and accompany APTIM to any secure asset locations and specify critical components of equipment to survey as needed.

**Task 4: Stormwater Model Update:**

APTIM will update the Village's stormwater model. The latest Stormwise version (formerly ICPR4) modeling software will be updated to create the existing-condition local-scale model. The



available regional MIKE SHE/MIKE 11 model will also be updated and the results will be used for boundary conditions on the existing conditions local scale model. This task involves the analysis of future and long-duration storm events to assess flood risks and impacts to the floodplain, water quality and natural areas. The future scenario model analysis will include evaluation of changes in performance at full basin build out and with alternative management strategies. The model update will include development of a GIS database, model input and output files and delivery of a modeling report for review by Village staff.

**Task 4 Deliverables:** APTIM will provide the following:

4.1 A calibrated hydrologic/hydraulic model of the Village's surface water and Stormwater facilities and include data related to the analyzed present and future conditions. The model information shall be linked to a GIS database and mapping to provide an accurate depiction of the location and conditions of stormwater facilities. Report will include the following items:

- Summary of model selection process
- Model description, including assumptions and limitations
- Data/information collections and sources
- Model input parameters
- Rainfall data and analysis
- Hydrologic and hydraulic analysis
- Model Calibration and validation
- Changes in performance at full basin build out in response to management strategies
- GIS metadata and list of model files

**Task 4 Assumptions:**

- Village will provide model used for 2018 Stormwater Master Plan and supporting inventory of structures located within conveyance channels, specifically providing structure dimensions, elevations, construction materials of structures and cross-section survey data of channels
- Village will provide high water mark surveys and documentation for August/ September 2017 rainfall events and other available similar data for events since 2017.
- Fully updating the regional model to existing conditions and modifying it to include all potential development project are major tasks to be undertaken by the County or the District, and they could be reduced to a minimum for this project evaluation. Thus, modifications of the regional model will be selective, so that we can concentrate more the model modification efforts to relevant areas inside and around the Village.
- Preferentially, the developments east of I-75 would not be added to the local scale model for the village. They would be conceptualized in the regional model, and their potential effect passed via boundary conditions. However, the project team will consider the inclusion of developments near the boundaries that the Village technical staff strongly believe that they have a major impact on the project area.
- Water quality impacts (and potential water quality impact hotspots) will be assessed in two ways,
  - volume of tidal water flowing into the Village drainage system due to storm surge events and sea level rise to assess potential salinity conditions in Village ponds; and



- discharge hydrographs from the Village from small intensity/frequent rainfall events to assess potential for delayed discharges with the corresponding and water quality benefits.
- Village shall provide future land use map and context of build out conditions to be evaluated inside and outside the Village boundary, as necessary.
- The future condition model scenarios will include the sea level rise and reference evapotranspiration increase projected by year 2050. The design storm rainfall will be also multiplied by a factor to consider the projected increase in extreme precipitation. However, the seasonal rainfall will not be changed from existing conditions in the long-term simulations.
- A maximum of three extreme events (e.g., Hurricanes Milton on 10/9/2024, Ian on 9/29/2022, and Irma on 9/11/2017) will be considered for verifying and improving the calibration of the models.

#### **Task 5: Exposure Analysis:**

APTIM will conduct the exposure analysis to determine the areas exposed to select hazards and the flood depths at critical and community assets for the selected scenarios. Flood scenarios will include tidal flooding, current and future storm surge flooding, rainfall induced flooding and compound flooding, pursuant to Section 380.093, F.S. Additional hazards to evaluate during the exposure analysis will include extreme winds, wildfire, heat and drought. The exposure analysis will include a geospatial analysis of hazard layers and the asset inventory. Results from the exposure analysis will be provided for each asset type included in Section 380.093, F.S. including electrical supply system facilities. The GIS database for this task will comply with Resilient Florida requirements. APTIM will support coordination between Village and County to request exposure and sensitivity analysis results in GIS format from the Lee County Countywide Vulnerability Assessment and Lee County School District Vulnerability Assessment. If feasible, County vulnerability assessment results will be used for the assessment to avoid duplicate analysis.

#### **Task 5 Deliverables:** APTIM will provide the following:

- 5.1 Draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario. Assessment will include results from all hazards analyzed;
- 5.2 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 Assumptions:**

- Stormwater modeling results from Task 4 will be used to evaluate rainfall induced flooding.
- Future storm surge scenarios will be rendered by combining the 100-year storm surge model results and the projected difference in elevation between the future sea level rise scenario and present mean sea level.
- Publicly available model results and risk mapping for wind, drought and coastal flooding will be used for geospatial analysis of exposure.
- Village will provide asset inventory data (Village & County Data) in GIS format for any assets not available in publicly available datasets that are to be included in the analysis.
- If available and relevant, results from the County vulnerability assessment will be used to avoid redundancy in analysis. Village will request data from County. If the County does



not provide results from the countywide vulnerability assessment in GIS format within 60 days of initial request, APTIM will begin the exposure analysis with publicly available data.

**Task 6: Sensitivity Analysis:**

APTIM will perform the sensitivity analysis to determine the impact of flooding on assets in the inventory. A risk level will be assigned to each asset class based on flood depths, potential impacts to assets by flood scenario, percentages of land area and number of critical assets affected. Results from this analysis will be included in the GIS database in compliance with Resilient Florida requirements.

**Task 6 Deliverables:** APTIM will provide the following:

- 6.1 An updated draft Vulnerability Assessment 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
- 6.2 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 6 Assumptions:**

- The methodology of the sensitivity analysis will align with methods used in the Statewide Vulnerability Assessment. Specifically, risk levels for asset types will be aligned unless revised by Village staff. Risk metrics will be reviewed and approved by the Village prior to the Consultant performing the analysis.

**Task 7: Public Outreach Meeting #2:**

APTIM will conduct a second public outreach meeting to present the results of the VA and collect input for the Adaptation Plan. The purpose of the meeting will be to collect public input on the results of the VA, prioritization of focus areas with vulnerability, and potential strategies for the Adaptation Plan. APTIM will prepare any desired social media notifications, meeting invitations, meeting materials, presentations and graphics utilized during the meeting, as applicable.

**Task 7 Deliverables:** APTIM will provide the following:

- 7.1 Public meeting agenda;
- 7.2 Public meeting sign-in sheets or attendance records with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
- 7.3 A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- 7.4 A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- 7.5 A summary report including attendee input and meeting outcomes.

**Task 7 Assumptions:**

- An public outreach meeting (up to 3-hours) will be conducted.
- The meeting will be in-person, with a hybrid component if requested by the Village.
- The Village will reserve and provide the meeting location.



- The Village will provide electronic mailing list for invitations, if available.
- Meeting date will be selected by Village to allow announcement of meeting to be shared at least 30 days in advance of meeting occurrence.
- Prepared public announcements and graphics will be reviewed and returned with edits within three (3) days, to avoid delays in announcement.

**Task 8: Final Vulnerability Assessment Report, Maps, and Tables:**

APTIM will provide a final Vulnerability Assessment report pursuant to the requirements in Section 380.093, F.S., and based upon previous tasks and public outreach efforts. The final Vulnerability Assessment must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. A list of critical and regionally significant assets that are impacted by flooding and sea-level rise will be provided, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS Data Standards (Exhibit A), and raw data sources shall be defined within the associated metadata.

**Task 8 Deliverables:** APTIM will provide the following:

- 8.1 Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- 8.2 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;
- 8.3 All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the Vulnerability Assessment, to include the geospatial data in an electronic file format and GIS metadata; and
- 8.4 A signed Vulnerability Assessment Compliance Checklist Certification.

**Task 9: Public Presentation:**

APTIM will present the final VA results to the Estero Village Council and Village advisory committees in a public presentation. The purpose of the presentation is to share the outcomes of the final VA including the resulting list of flood vulnerable assets. APTIM will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. The final public presentation will occur as part of a Village or regional convening as planned by Village or a third public outreach meeting, as determined by Village.

**Task 9 Deliverables:** APTIM will provide the following:

- 9.1 Meeting agenda;
- 9.2 Meeting sign-in sheets or attendance records with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
- 9.3 A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- 9.4 A summary report including attendee input and meeting outcomes.

**Task 10: Local Mitigation Strategy:**



APTIM will review the existing Lee County Joint Local Mitigation Strategy (LMS) and provide relevant information necessary from the VA and the Adaptation Plan to update the LMS. To support future updates to the LMS, APTIM will transmit the VA and Adaptation Plan to the Florida Department of Emergency Management (FDEM) on behalf of the Village.

**Task 10 Deliverable:** APTIM will provide the following:

Letter to coordinate the incorporation of the VA in LMS updates, to include the following: 1) Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan (i.e., utilized in the next five-year update) and 2) Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan.

**Task 10 Assumptions:**

- Village will coordinate meeting with LMS Working Group chair to confirm process and expectations for LMS updates and letter transmittal.
- The latest LMS was released in 2022.

**Task 11: Adaptation Plan:**

This task consists of the development of the draft Adaptation Plan, which will serve as an action-oriented implementation roadmap to guide Village planning, design, policy, and investment in infrastructure. The recommended strategies will be prepared with a focus on flood risk reduction with recommended actions framed in terms of immediate needs, near-term actions, and longer-term strategies to reduce risk, enhance asset reliability, and support Village operations and community quality of life, to accommodate evolving flood hazards. Adaptation and hazard mitigation strategies for select vulnerable assets and facilities based on results from the vulnerability assessment, considering Village, stakeholder, and community input and guidance. Flood sensitivity, asset criticality, and asset service life will be considered in the development of strategies. The draft AP document will include an executive summary, detailed strategies, implementation plan, and monitoring and evaluation framework. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook. Draft findings will be reviewed in a virtual meeting with the Village staff.

Task objectives include:

- Develop a comprehensive list of adaptation strategies tailored to the specific needs and vulnerabilities of Estero and categorized by type (e.g., structural, non-structural, policy-based).
- Develop a detailed implementation matrix outlining specific actions, responsible parties, timelines, and expected outcomes.
- Create an Adaptation Plan in compliance with State requirements to position the Village for future funding needs.
- Develop a detailed implementation matrix outlining specific actions, responsible parties, and timelines.
- Explore and identify potential funding sources for implementing adaptation strategies.
- Establish a monitoring and evaluation framework to assess the effectiveness of implemented strategies.



- Provide opportunities via public meetings, surveys, interviews for community involvement in the implementation and refinement of the adaptation plan.

**Task 11 Deliverables:** APTIM will provide the following:

- 11.1 Final Adaptation Plan that provides an assessment of the Village's current adaptive capacities and prioritizes adaptation needs and adaptation strategies based on the vulnerabilities identified in the Vulnerability Assessment; and
- 11.2 A list of prioritized projects approved by the Village for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

**Task 11 Assumptions:**

- The draft plan document will be delivered in PDF and/or Microsoft Word format

**Task 12: Flood Certificates**

Flood certificates for critical infrastructure facilities, critical community and emergency facilities and/or residences will be provided. During the kick-off meeting, the strategy for supporting voluntary participation by property owners in the collection effort and coordination protocol to ensure safe access by surveyors will be determined in coordination with Village staff.

**Task 12 Deliverables:** APTIM will provide the following:

- 12.1 Flood certificates in format of latest FEMA flood certificate form.
- 12.2 Survey locations will be added to project geodatabase.

**Task 12 Assumptions:**

- APTIM will coordinate mailing of notice and offer for flood certificate with Village staff.
- Lowest floor elevation in Flood Zone A will be surveyed for structures. Other optional elevation items listed in the flood certificate form e.g. air conditioning equipment will be left blank.
- Site photos for each address will be collected.
- This work includes 25 days of survey, allowing for up to an estimated 100 structures to be surveyed.

## Tentative Schedule

Task Title	Task Start Date	Task Completion Date
1 – Kick-Off Meeting	NTP – April 2025	April 2025
2 – Public Outreach Meeting #1	May – June 2025	June 2025
3 –Background Data	NTP – April 2025	May 2025- June 2025
4 – Stormwater Model Update	April 2025	October 2025
5 – Exposure Analysis	May 2025	November 2025

<b>6 – Sensitivity Analysis</b>	June 2025	February 2026
<b>7 – Public Outreach Meeting #2</b>	August 2025	February 2026
<b>8 – Final Vulnerability Assessment Report</b>	July – October 2025	June 2026
<b>9 – Public Presentation</b>	June 2026	June 2026
<b>10 – Local Mitigation Strategy</b>	January 2026 – June 2026	July 2026
<b>11 – Adaptation Plan</b>	November – January 2026	June 2026
<b>12 – Flood Certificates</b>	June 2025	June 2026



## Attachment B Compensation

PAYMENTS TO CONTRACTOR SHALL BE BASED ON THE FOLLOWING FEE SCHEDULE:

### INVOICE AND PAYMENT TERMS:

Unless otherwise provided above, all payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of Village's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. Contractor shall not invoice more frequently than once a month for each calendar month for which services are provided.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional(s) who performed the work, and the billing hours required to perform the task. **Consultant must provide the Village-assigned contract number on the first page of all invoices.**

The Village's Finance Director or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be Processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.

## Compensation

Task Title	Total Amount
1 – Kick-Off Meeting	3,100
2 – Public Outreach Meeting #1	12,000
3 – Acquire Background Data	57,400
4 – Stormwater Model Update	87,300
5 – Exposure Analysis	25,500
6 – Sensitivity Analysis	24,600
7 – Public Outreach Meeting #2	12,000
7 – Final Vulnerability Assessment Report, Maps and Tables	26,000
9 – Public Presentation	4,000

<b>10 – Local Mitigation Strategy</b>	<b>3,000</b>
<b>11 – Adaptation Plan</b>	<b>40,000</b>
<b>12 – Flood Certificates</b>	<b>130,600</b>
<b>Total:</b>	<b>\$425,500</b>



## **Attachment C**

### **CDBG-DR CLAUSES**

This attachment will supersede any contradictory clauses that may be found in the main contract.

This Amendment to the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Agreement contains supplementary compliance conditions for use with procured contracts that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the agreement for all procured contracts funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application

By signing this Agreement, the applicant certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

NOTICE OF USE OF FUNDING AGENCY FUNDS FUNDED IN PART OR IN WHOLE BY: U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Consultants are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

### **ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List pursuant to FS 287.134 (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity. F.S. 287.134(2)(a)

#### ANTI-LOBBYING CLAUSE (CONE OF SILENCE)

Consultant or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. F.S. 287.057(25)

#### INSPECTOR GENERAL COOPERATION

The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), that every state officer, employee, agency, special district, board, commission, contractor, and subcontractor must cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

#### RESTRICTIONS, PROHIBITS, CONTROLS, AND LABOR PROVISIONS

In accordance with Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted Consultant list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any good or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, sub-consultant or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty- six (36) months following the date of being placed on the convicted Consultant list. The Consultant represents and warrants that neither it nor any of its affiliates is currently on the convicted Consultant list. The Consultant shall disclose if it or any of its affiliates is placed on the convicted Consultant list.

#### BACKGROUND SCREENING

Consultant is responsible for ensuring that any required background screenings are conducted in accordance with Florida Statute Chapter 435. Consultant shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. Florida Statute Chapter 435 governs required background screenings for any employees, Consultants, sub-consultants, or agents of the



Consultant who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-Consultants/consultants of the prime Consultant and prime Consultant shall ensure compliance with Chapter 435 of such parties.

- 1) Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by the Village of Estero at any time during such five (5) year period.

#### AMERICANS WITH DISABILITIES ACT (ADA)

Consultant shall comply with all applicable local, state, and federal laws, including American With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. §12101 et seq.) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportations, state and local government services and telecommunications.

#### AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

Consultant must include requirements in subcontractor agreements that Subcontractor is required to adhere to the requirements pertinent to the funding agency and type of agreement. Such as, but not limited to; affirmative action, Section 3, and equal opportunity.

#### CDBG-DR SUPPLEMENTAL CONDITIONS

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to shall be deemed to refer to the party seeing products and/or services, and references to the "Agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

#### ORDER OF PREFERENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the

requirements set forth herein, the provisions shall be applied with the following priority:

Part I: Required Federal Provisions; then

Part II: Required State of Florida Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these supplementary Conditions relates to a matter embraced by other provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Aptim Corp. and the Village of Estero shall be submitted in writing (indicating the issue and the applicable provisions) by The Village of Estero, to Lee County which will decide the applicable questions.

#### REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

#### GENERAL CONDITIONS

of either party the contract shall forthwith be physically amended to make such insertion.

**STATUTORY AND REGULATORY COMPLIANCE.** Aptim Corp. shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the U.S. Department of Housing and Urban Development (88 FR 32046), including, but not limited to, applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

**BREACH OF CONTRACT TERMS.** The Village of Estero reserves the rights to all administrative, contractual, or legal sub, including, but not limited to, suspension or termination of this contract, in instances where Aptim Corp. or any of its subcontractors violate or breach any contract terms. If the contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a



limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

**REPORTING REQUIREMENTS.** The contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Village of Estero. The contractor shall cooperate with all Village of Estero and Lee County efforts to comply with HUD requirements and regulations pertaining to reporting, including, but not limited to, 2 CFR Part 200 and 24 CFR Part 570.507.

**DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs subject to 2 CFR Part 2424. The Contractor shall notify the Village of Estero should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance programs subject to 2 CFR Part 2424.

**CONFLICTS OF INTEREST.** The Contractor shall notify the Village of Estero as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). Aptim Corp. shall explain the actual or potential conflict in writing in sufficient detail so that the Village of Estero is able to assess such actual or potential conflict. The Contractor shall provide the Village of Estero with any additional information necessary for the Village of Estero to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Village of Estero, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by Lee County, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

**SUBCONTRACTING.** The Contractor represents to the Village of Estero that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

**ASSIGNABILITY.** The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Village of Estero.

**INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Village of Estero, Lee County, and their agents and employees from and against any and all claims, actions, suits, charges, and judgements arising from or related to the negligence or will misconduct of the Contractor in the performance of the services called for in this contract.

**TERMINATION FOR CAUSE** (Applicable to contracts exceeding \$10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Village of Estero shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Village of Estero, become the Village of Estero's (Subgrantee's, if applicable) property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Village of Estero for damages sustained by the Village of Estero by virtue of any breach of the contract by the Contractor, and the Village of Estero may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Village of Estero from the Contractor is determined.

**TERMINATION FOR CONVENIENCE** (Applicable to contracts exceeding \$10,000). The Village of Estero may terminate this contract at any time by giving at least (10) days' notice in writing to the Contractor. If the contract is terminated by the Village of Estero as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**ANTI-LOBBYING** No Federal appropriated funds have been paid off will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence



an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Village of Estero's (subgrantees, if applicable) shall certify and disclose accordingly.

**ACCESS TO RECORDS.** The Village of Estero, Lee County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

**MAINTENANCE/RETENTION OF RECORDS.** Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for five (5) years from the time of closeout of HUD's grant to Lee County or for the period provided in the CDBG regulations 24 CFR Part 570.487 (or other applicable laws and program requirements) and 24 CFR Part 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant 42 USC 12707 (a)(4).

#### **CIVIL RIGHTS AND DIVERSITY TITLE VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER**

11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. No persons shall, on the grounds of race,



color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

NONDISCRIMINATION. The Contractor shall comply with the non-discrimination in employment in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR Part 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The contractor shall comply with all other Federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contract agrees as follows:

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

#### CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of the Agreements as any of the following may hereinafter be amended, superseded, replaced, or modified:

- 1) Clean Air Act, as amended (42 USC § 7401 et seq.); a federal law in the United States that defines the Environmental Protection Agency's (EPA) responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer
- 2) Federal Water Pollution Control Act, as amended (33 USC § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued there under.
- 3) All other applicable environmental laws that may exist now or in the future. Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 CFR Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all non-exempt contractors and



subcontractors shall furnish to the Village of Estero, the following:

- a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR Part 32 of the List of Violating Facilities issued by the EPA pursuant to 40 CFR Part 15, as amended.
- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations.

#### **PATENT RIGHTS**

The Contractor shall retain all rights to any inventions, discoveries, or improvements made during the performance of this contract.

#### **COPYRIGHTS**

The Contractor shall retain all rights to any works of authorship created during the performance of this contract.

#### **AFFIDAVIT 287.138**

This statute pertains to contracts with entities from foreign countries of concern. It prohibits governmental entities in Florida from entering into contracts with entities that are owned by, have a controlling interest from, or are organized under the laws of certain foreign countries of concern (such as China, Russia, Iran, North Korea, Cuba, Venezuela, and Syria). Starting January 1, 2024, entities must provide an affidavit attesting that they do not meet these criteria before they can enter into contracts with governmental entities

#### **AFFIDAVIT 787.06**

This statute relates to anti-human trafficking measures. It requires any non-governmental entity entering into a contract with a governmental entity to provide an affidavit attesting that the entity does not use coercion for labor or services. This is part of Florida's efforts to combat human trafficking and ensure ethical practices in government contracting

**FS 607.1501** Pertains to the authority of foreign corporations to transact business in Florida and is a requirement of this Agreement. Foreign corporations are required to obtain a certificate from the Department of State to legally conduct business within the state.

**Lee County EO 11246** Applies to this agreement which prohibits federal contractors and subcontractors from discriminating in employment decisions based on race, color, religion, sex, or national origin.