CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	08/23/2019
Contract/Lease Control #	: <u>C19-2839-WS</u>
Procurement#:	<u>WS 56-19</u>
Contract/Lease Type:	CONTRACT
Award To/Lessee:	STANTEC CONSULTING SERVICES, INC.
Owner/Lessor:	<u>OKALOOSA COUNTY</u>
Effective Date:	08/20/2019
Expiration Date:	08/19/2022 W/2 1 YR RENEWALS
Description of Contract/Lease:	WATER & WASTEWATER CONSULTING SERVICES
Department:	<u>WS</u>
Department Monitor:	LITTRELL
Monitor's Telephone #:	850-651-7171
Monitor's FAX # or E-mail:	JLITTRELL@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

ACORD CERT	IFI	CA	TE OF LIABIL	ITY.	INSUR		10/1/2022		(MM/DD/YYYY) 16/2021
THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AND	LY OF	R NEC	SATIVELY AMEND, EXTEN S NOT CONSTITUTE A CO	D OR A	LTER THE C	OVERAGE AF	FFORDED BY THE POLI	CIES	
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	the t	erms	and conditions of the police	cy, cert	ain policies n				
PRODUCER Lockton Companies	-			CONTA NAME:	ACT				
444 W. 47th Street, Suite 900				PHONE (A/C, N	o, Ext):		FAX (A/C, N	0):	
Kansas City MO 64112-1906 (816) 960-9000				E-MAIL	SS:				
(010) 300-3000					and the second second	SURER(S) AFFO	RDING COVERAGE		NAIC #
				INSUR	ERA: Berkshire	Hathaway Special	Ity Insurance Company		22276
INSURED STANTEC CONSULTING SER	VICES	, INC		INSUR	ERB: AIG St	pecialty Insura	ance Company		26883
1414100 370 INTERLOCKEN BOULEVA	RD, S	UITE	300	INSUR	ER C :				
BROOMFIELD CO 80021-8012				INSUR					
				INSUR					
				INSUR					
COVERAGES CE	RTIFI	CATE	ENUMBER: 16229357	1.018-0-1			REVISION NUMBER	XXX	XXXX
THIS IS TO CERTIFY THAT THE POLICIE	S OF	INSU	RANCE LISTED BELOW HA	AVE BE	EN ISSUED T	O THE INSUR	RED NAMED ABOVE FOR	R THE PO	OLICY PERIOD
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	PERT	AIN, 1	THE INSURANCE AFFORD	ED BY	THE POLICIES	5 DESCRIBED 5 BY PAID CL	D HEREIN IS SUBJECT 1 AIMS.	O ALL 1	WHICH THIS THE TERMS,
INSR LTR TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIN	ITS	
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	s XX	XXXXX
CLAIMS-MADE OCCUR			NOT APPLICABLE				DAMAGE TO RENTED PREMISES (Ea occurrence)	s XX	XXXXX
							MED EXP (Any one person)	s XX	XXXXX
	1						PERSONAL & ADV INJURY	s XX	XXXXX
GEN'L AGGREGATE LIMIT APPLIES PER:	1						GENERAL AGGREGATE	100000000000000000000000000000000000000	XXXXX
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AG		XXXXX
OTHER:								s	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	s XX	XXXXX
ANY AUTO			NOT APPLICABLE			2	BODILY INJURY (Per person		XXXXX
AUTOS ONLY AUTOS							BODILY INJURY (Per accide		XXXXX
HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)		XXXXX
AUTOS ONLY AUTOS ONLY							(Per accident)	s	and and an
UMBRELLA LIAB OCCUR	-	-					EACH OCCURRENCE	s XX	XXXXX
EXCESS LIAB CLAIMS-MAD	E		NOT APPLICABLE				AGGREGATE		XXXXXX
DED RETENTION \$	1							s	
WORKERS COMPENSATION	-	-					PER OT STATUTE EF		
AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE				E.L. EACH ACCIDENT	-	XXXXX
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE		XXXXXX
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	0	XXXXXX
A Professional Liab	N	N	47-EPP-308810		10/1/2021	10/1/2022	\$3.000.000 PER CLAIM/A		
A	IN	IN	NO RETROACTIVE DAT	ΓE			INCLUSIVE OF COSTS		
B Contractors Pollution Liab			CPO8085428		10/1/2021	10/1/2023	\$3,000,000 PER LOSS/AG	G	
DESCRIPTION OF OPERATIONS / LOCATIONS / N	/EHICL	ES (A	CORD 101, Additional Remarks	Schedu	lle,				
RE: CLIENT PROJECT NUMBER: #CON	TRAC	T #C	19-2839-WS. PROJECT N	AME:					
							: C19-2839-WS		
							NSULTING SER		
							STEWATER CO		
					EXP	IRES: 08/	19/2022 W/2 1 Y	R REN	VEWALS
CERTIFICATE HOLDER				CAN	CELLATION				
				THE		ATE THEREOF	CRIBED POLICIES BE CAN , NOTICE WILL BE DELIV PROVISIONS.		EFORE
46000257				AUTHO	RIZED REPRES	SENTATIVE			
16229357									
OKALOOSA COUNTY									
BOARD OF COUNTY COMMISSION 5479A OLD BETHEL ROAD	IERS								
CRESTVIEW FL 32536						0			
						1 an	in Amella	-	
						1			
ACORD 25 (2016/03)					©19	88-2015 AC	ORD CORPORATION	. All right	hts reserved

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

.

DATE (MM/DD/YYYY)

T

7	CERT	FIC	CA	TE OF LIABIL	Y II.	INSUR	ANCE	5/1/2022	•	/22/2021
(1	HIS CERTIFICATE IS ISSUED AS A I CERTIFICATE DOES NOT AFFIRMATIVE THIS CERTIFICATE OF INSURANCE DO DR PRODUCER, AND THE CERTIFICATI	ES NO	R NE	GATIVELY AMEND, EXTE	ND OR	ALTER THE	COVERAGE	AFFORDED BY THE POL	ICIES E	BELOW.
5	MPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject to certificate does not confer rights to the	the te	rms	and conditions of the pol	licy, ce orseme	rtain policies nt(s).				
PRO	DUCER Lockton Companies				CONTA	CT				
	444 W. 47th Street, Suite 900 Kansas City MO 64112-1906				PHONE	o. Ext):		(A/C, No):		
	(816) 960-9000				ADDRE	SS:				
								ING COVERAGE		NAIC #
NSL	JRED STANTEC CONSULTING SER		C IN	<u> </u>			Property Casualt	alty Insurance Company		25674
41	5077 370 INTERLOCKEN BOULEVA				INSURE		Proparty Casual	YCO OF AMERICA		200/4
	BROOMFIELD CO 80021-8012				INSURE					
					INSURE	RE:				
					INSURE	RF:				
	IVERAGES CER THIS IS TO CERTIFY THAT THE POLICIE			ENUMBER: 1555213				REVISION NUMBER:		
	WHICH THIS CERTIFICATE MAY BE ISSINGLE THE TERMS. EXCLUSIONS AND CONTYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT X					N MAY HAVE	BEEN REDUC POLICY EXP (MMDD/YYYY) 05/01/2022		s \$02,00 \$ 1,00 \$ 25,0 \$ 2,00 \$ 4,00 \$ 2,00	0,000 0,000 0000 0,000 0,000
B B B	OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED NON-OWNED	Y	N	TC2J-CAP-8E086819 (A TJ-BAP-8E086820 TC2J-CAP-8E087017 (N	. '	05/01/2021 05/01/2021 05/01/2021	05/01/2022 05/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ XXX \$ XXX	0,000 XXXX XXXX XXXX
	AUTOS ONLY AUTOS ONLY						d	(Per accident)		
٨				47-UMO-307585		05/01/2021	05/01/2022	EACH OCCURRENCE		0,000
Α	X EXCESS LIAB CLAIMS-MADE	Ν	N	47-0100-307303		03/01/2021	03/01/2022	AGGREGATE		0,000
	DED RETENTION \$								\$	
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PATNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	Y	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND V	VA WY	05/01/2021 05/01/2021		X PER EL. EACH ACCIDENT EL. DISEASE - EA EMPLOYEE		00000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$01,00	000000
RE FL(CRIPTION OF OPERATIONS / LOCATIONS / VEI STANTEC PROJECT #224801370; ORIDA IS AN ADDITIONAL INSURED INTRACT. WAIVER OF SUBROGAT	CLIEI AS I ON A	NT PI Resi NPPL	ROJECT C14-2103-WS	- UTILI LITY AI		• • • •		OSA C	DUNTY,
		RAC	т.	V		ST	ANTEC C	#: C19-2839-WS ONSULTING SER WASTEWATER (S, INC.0
CE		11.7			CANC	ELL EX	PIRES: 0	8/19/2022 W/2 1 Y	RRF	
	15552134				THE	OULD E EXHINGTON CORDANCE W		CY PROVISIONS.		
	OKALOOSACCOUNTY BOCC 5479A OLD BETHEL ROAD CRESTVIEW FL 32536				AUTHO	RIZED REPRES	ENTATIVE	an in Ag		,
									mu	4

© 1988-2015 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C19-2839-WS</u> TASK ORDER #:4	CONTRACT#: C19-2839-WS STANTEC CONSULTING SERVICES, INC. WATER & WASTEWATER CONSULTING SVS EXPIRES: 08/19/2022 W/2 1 YR RENEWALS
TASK ORDER AMOUNT: \$26,510.00 - NTE/FixedFe	ee – Completion Date 9/30/2021
OFFERED BY CONSULTANT: Stantec Consulting Services Inc. FIRM'S NAME Eric Grau	
REPRESENTATIVE'S PRINTED NAME	
Cin Mun	
SIGNATURE	
Principal	<u> </u>
IIILE	DAIE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1
Jul Lidel	Jeffrey A Digitally signed by Jeffrey A Hyde Hyde Date: 2021.01.27 09:19:34 -06'00' PURCHASING DIRECTOR
Director TITLE 1/26/2021	DATE Faye Digitally signed by Faye Douglas Date: 2021.01.27 13:51:23 -06'00'
DATE	OMB DIRECTOR (if applicable)
	DATE
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE

Scope of Services:

4

. .

FY 2021 Water & Sewer Revenue Sufficiency Analysis. The following work plan is to be completed, consistent with the terms and conditions outlined in the Contract for Professional Consulting Services, Contract No. C19-2839-WS, made and entered into on August 20, 2019, by and between Stantec Consulting Services Inc. and the County.

0	Stantec Okaloosa Coun Project Water & Server Revenu Project Water Plan and Cost	e Sufficiency	Anolysis				
	Project Jasks Recorders Records	D'reistor Bureham		nated Labor F Project Monager Kloeskner Streeka	Anulyst Cook 512-65	Activitie Lambert Satz no	Dotal Project
Tosk 1	Protect initiation & Data Collection						
1.1	Compile and review historical, current, and projected financial, billing, and other system data as provided by County staff.	9	1	2	2	D	
1.2	Request additional information/clarifications as required and review supplemental information/data.	0	1	2	2	0	
1.3	Galher local water end sewer rate data for comparative benchmarking.	0	0	1	4	0	
Fask 2 2.1	Perform Revenue Sufficiency Analysis Input current financial and billing data into our modeling system, run the model, and produce preliminary output, including a five and ten year financial management program that will include the following:	o	4	16	Зв	D	:
	Capital Improvements Program Project listing by year Borrowing Program						
	 Identify any borrowing required and/or appropriate to fund certain CIP projects, to include but not necessarily be limited to, revenue bonds and state programs. 	1					
	 Revenue Sufficiency Analysis Annual revenue and operations & maintenance expense projections. Projections of other requirements such as minor capital, transfers, debt payments, reserves contributors, etc. 						
	 Evaluation of adequacy of revenue provided by existing rates to meet current and projected system requirements. 						
	 Alternative plans of annual percentage rate adjustments to provide sufficient revenues over a multi-year period. 					Ĩ	
	 Sources and Uses of Funds Analysis Funds Analysis Spend down kinits (minimum reserve requirements) by fund. Beginning and ending fund balances by fund by year. 						
2.2 2.3	Quality control review, including reconciliation to prior study results. Prepare for and mest with County staff in an interactive work session to review preliminary results.	0 0	6 4	0 4	0 4	0 0	
2.4	Make adjustments per input from County staff, update data/assumptions as appropriate, and/or for desked sensitivity analysis. Prepare workbook of assumptions and pretiminary results and screen captures of requested scenarios.	0	0	2	8	0	
2.5	Prepare for and meet remotely (via Microsoft Teams) with County staff in a 2nd interactive work session to review revised results.	0	3	3	3	0	
2.6	Make adjustments per input from County staff, update data/assumptions as appropriate, and/or for desired sensitivity analysis. Prepare workbook of assumptions and pretiminary results and screen captures of requested scenarios.	o	0	2	4	٥	
2.7 2.8	Addilional ed hoc / sensilivity analyses Addilional in-person meetings	At Hou	rty Raias, pius	Actual Out-of	-Pocket Expen	ses (Task Orde	or#3j
ask 3 3.1 3.2	Prepare Final Report Prepare a Drail Report to document findings and results. Make adjustments per input from County staff and finalize report as appropriate. Distribute Final Report.	0 0	2	6 3	12 6	0 1	
ask 4	Present Results to Board of County Commissioners	At Hou	ny Rates, pius	Actual Out-of	Pockel Exper	ses (Tesk Ord	r#3)
	mated Labor Hours		22	41	81	1	14
otal Est	inatad Fae inatad Expenses Ginated Project Cost	\$0.00	\$5,502.20	\$8,026,98	\$10,129.05	\$102.50	\$23,7 \$2,7 \$20,5

* Total Estimated Fee rounded down to nearest dollar.

Acceptable to Okaloosa County:

Acceptable to Stantec Consulting Services Inc.:

Jell Litterth Signature

Jeff Littrell Director Printed Name and Title

126 2021 Date

Signature

ERIC GRAU, PRINCIPAL

Printed Name and Title

1-25-21

Date

~

TASK ORDER APPROVAL FORM

CONTRACT#: C19-2839-WS STANTEC CONSULTING SERVICES, INC. WATER & WASTEWATER CONSULTING SVS EXPIRES: 08/19/2022 W/2 1 YR RENEWALS

CONTRACT #: C19-2839-WS

TASK ORDER #: 3

TASK ORDER AMOUNT: \$20,000.00 - NTE/Time&Material - Completion Date 9/31/2021

OFFERED BY CONSULTANT:

Stantec Consulting Services Inc.

FIRM'S NAME

Eric Grau

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

Principal

TITLE

1-25-21

RECOMMENDED FOR APPROVAL (Department Director)

SIGNATURE

Director

TITLE

12021 DATE

COUNTY ADMINISTRATOR (if applicable)

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1

DATE

OMB DIRECTOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

DATE

Scope of Services:

Miscellaneous financial/rate analyses, as well as presentations and the preparation of materials thereof, upon request of the Department to be reimbursed at the hourly rates below, plus actual out-of-pocket expenses, consistent with the terms and conditions outlined in the Contract for Professional Consulting Services, Contract No. C19-2839-WS, made and entered into on August 20, 2019, by and between Stantec Consulting Services Inc. and the County.

Hourly Rates from Exhibit A of Contract No. C19-2839-WS:

Director \$338.25 Senior Advisor \$250.10 Project Manager \$195.78 Analyst \$125.05 Admin \$102.50

Burnham Grau Kloeckner / Napoli Cook Lambert

Acceptable to Okaloosa County:

Acceptable to Stantec Consulting Services inc.:

Signature

ittell Director Teff

Printed Name and Title

126/2021

Date

Eni than

Signature

ERIC GRAM, PRINCIPAL

Printed Name and Title

1-25-21

Date

STANTEC: FINANCIAL SERVICES PRACTICE PROPOSED BILLING RATE TABLE: 10/1/2019 - 9/30/2024

Effective October 1:		2019		2020		2021	 2022	 2023
Inflation Escalator:				2.50%		2.50%	2.50%	2.50%
	Fi	xed Hourl	y Ra	ite (\$), by	Pro	ject Role	_	
Director:	\$	330.00	\$	338.25	\$	346.71	\$ 355.38	\$ 364.26
Senior Advisor:	\$	244.00	\$	250.10	\$	256,35	\$ 262.76	\$ 269.33
Project Manager:	\$	191.00	\$	1 9 5.78	\$	200.67	\$ 205.69	\$ 210.83
Analyst:	\$	122.00	\$	125.05	\$	128.18	\$ 131.38	\$ 134.66
Admin:	\$	100.00	\$	102.50	\$	105.06	\$ 107.69	\$ 110,38

NOTES:

1) Proposed billing rates presented herein apply only to RFQ WS 56-19 Water & Wastewater Rate Consulting Services for Okaloosa County, Florida.

2) Proposed billing rates presented herein do not include allowances for non-labor expenses, such as travel, lodging, meals, etc.

						<u>^</u>	19	-285	9.	.WS
ACORD CERT	FIC	CA	TE OF LIABIL	.ITY	INSUR			10/1/2021		MM/DD/YYYY) 3/2019
THIS CERTIFICATE IS ISSUED AS A MAT CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND	LY OF NCE THE	DOE CER	SATIVELY AMEND, EXTEN S NOT CONSTITUTE A CO TIFICATE HOLDER.	ID OR A	LTER THE C T BETWEEN	OVERAGE A THE ISSUIN	AFFORD IG INSU	ED BY THE POLK RER(S), AUTHORI	IES ZED	
IMPORTANT: If the certificate holder is a If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to t	the to	erms	and conditions of the poli	icy, certa andorsei	ain policies n ment(s).	ITIONAL INS	URED p an endo	rovisions or be e rsement. A stater	ndorsed nent on	-
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900				CONTA NAME: PHONE (A/C, N	ict		<u> </u>	FAX (A/C, No		
Kansas City MO 64112-1906 (816) 960-9000					o, 2xt): SS:			(A/C, NO	р —	
				INSURE		SURER(S) AFF Hathaway Speci				NAIC # 22276
INSURED STANTEC CONSULTING SER				-	ER B: AIG Sp		-		•	26883
1414100 370 INTERLOCKEN BOULEVAI BROOMFIELD CO 80021-8012	KD, S	UIIE	300	INSURE						
				INSUR	ERF:		DEV		vvv	
THIS IS TO CERTIFY THAT THE POLICIES	S OF	INSU	E NUMBER: 15552138 RANCE LISTED BELOW H	AVE BEI	EN ISSUED T	O THE INSU	RED NA	SION NUMBER: MED ABOVE FOR	THE PO	DLICY PERIOD
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	PERT. H PO	AIN LICIE	THE INSURANCE AFFORD S. LIMITS SHOWN MAY H	ED BY 1	THE POLICIES	S DESCRIBE D BY PAID C	:d here :laims.	IN IS SUBJECT T	D ALL T	THE TERMS,
INSR TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY		LIM	_	XXXXX
CLAIMS-MADE OCCUR			NOT APPLICABLE				DAMAG	CCURRENCE E TO RENTED SES (Ea occurrence)	-	XXXXX
								(P (Any one person)	T	XXXXX
GEN'L AGGREGATE LIMIT APPLIES PER:								NAL & ADV INJURY	1	<u>XXXXX</u> XXXXX
								AL AGGREGATE		XXXXX
OTHER:									\$	
			NOT APPLICABLE					NED SINGLE LIMIT		XXXXX
ANY AUTO OWNED AUTOS ONLY AUTOS			NOT AT LICADLE					/ INJURY (Per person)		<u>XXXXX</u> XXXXX
								RTY DAMAGE	1	XXXXX
					<u>.</u>				\$	
UMBRELLA LIAB OCCUR			NOT APPLICABLE						<u> </u>	XXXXX
DED RETENTION \$							AGGRE	GATE	\$	XXXXX
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT ADDI ICADI D				P	ER OTH TATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		NOT APPLICABLE					HACCIDENT		XXXXX
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below								ASE - EA EMPLOYEE		<u>XXXXX</u> XXXXX
A Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DA	тр	10/1/2020	10/1/2021	\$3,000	,000 PER CLAIM/A	GG	
A B Contractors Pollution Liab			CPO8085428	IL.	10/1/2019	10/1/2021		,000 PER LOSS/AG	3	
DESCRIPTION OF OPERATIONS / LOCATIONS / V	i Ehicl	ES (A	CORD 101, Additional Remarks	s Schedu	l le, may be atta	ched if more s	space is r	equired)		
RE: STANTEC PROJECT #224801370; CL	IENI	PRC	MECT CI4-2103-WS - 01	CC ST. WA	ONTRACI ANTEC C	F#: C19-2 CONSULT	2839-1 TING ATER	WS SERVICES, CONSULTI	AC SI	/s
				с /\		0/19/202	:2 VV/2	2 1 YR RENE	WAL	s
				THE	OULD ANY OF T EXPIRATION D CORDANCE WIT	ATE THEREC	DF, NOTH	CE WILL BE DELIVI	RED IN	
15552138				AUTHO	RIZED REPRES	SENTATIVE				
OKALOOSA COUNTY 5479A OLD BETHEL ROAD CRESTVIEW FL 32536						0		, Amelle		
ACORD 25 (2016/03)					<u></u>	1		CORPORATION		hte recorved

The ACORD name and logo are registered marks of ACORD

	CERT			TE OF LIABIL				5/1/2021	4/	(MM/DD/YYY) 10/2020
CER BEL(REP	TIFICATE DOES NOT AFFIRMATIVI OW. THIS CERTIFICATE OF INSUF RESENTATIVE OR PRODUCER, AN	ELY C ANCI D THI	E DO	EGATIVELY AMEND, EXTEMES NOT CONSTITUTE A CO TIFICATE HOLDER.	ND OR ONTRA	ALTER THE	COVERAGE A	AFFORDED BY THE POL IG INSURER(S), AUTHOR	ICIES RIZED	
if SU	DRTANT: If the certificate holder is IBROGATION IS WAIVED, subject to certificate does not confer rights to	o the	term	s and conditions of the poli	icy, ce endors	rtain policies ement(s).				
PRODUC	ER Lockton Companies				CON	ACT				
	444 W. 47th Street, Suite 900 Kansas City MO 64112-1906				(A/C,	No, Ext):		AČ, N	o):	
	(816) 960-9000				E-MA ADDF	ESS:				1
						Berkshi	NSURER(S) AFF	ORDING COVERAGE		NAIC #
NSURE	STANTEC CONSULTING SER	VICE	s. ing	<u>.</u>			rs Property Casual			25674
41507	77 370 INTERLOCKEN BOULEVA		SÚITE	E 300		RER C :				
	BROOMFIELD CO 80021-8012				INSU	RER D :				
					INSU	RER <u>E:</u>				ļ
	RAGES CEI			E NUMBER: 16229354		RER F :		REVISION NUMBER:	3/3/3/	[
THIS INDIC CERT EXCL	IS TO CERTIFY THAT THE POLICIE ATED. NOTWITHSTANDING ANY R IFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUC	S OF EQUI PERT	INSU REME TAIN, DLICIE	IRANCE LISTED BELOW HA ENT, TERM OR CONDITION THE INSURANCE AFFORDE S. LIMITS SHOWN MAY HA	AVE BE OF AI ED BY	VY CONTRAC THE POLICIE EEN REDUCE	T or other S describe D by Paid C	RED NAMED ABOVE FOR DOCUMENT WITH RESP D HEREIN IS SUBJECT T LAIMS.	THE PC	LICY PERK
SR TR	TYPE OF INSURANCE	ADDI INSO	SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP			
A X		Y	N	47-GLO-307584		5/1/2020	5/1/2021	EACH OCCURRENCE		<u>)0,000</u>
	CLAIMS-MADE X OCCUR		1					DAMAGE TO RENTED PREMISES (Es occurrence)	s 1,00	0,000
X	CONTRACTUAL/CROSS							MED EXP (Any one person)		100 10,000
X GE	XCU COVERED NL AGGREGATE LIMIT APPLIES PER:	1		}				PERSONAL & ADV INJURY GENERAL AGGREGATE	s 4.00	
	POLICY X PRO- X LOC							PRODUCTS - COMP/OP AGO	1 0 00	
	OTHER:								\$	
AU	TOMOBILE LIABILITY	Y	N	TC2J-CAP-8E086819 (AC	DS)	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT	s 1,00	
AU X				TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ))	5/1/2020 5/1/2020	5/1/2021 5/1/2021	BODILY INJURY (Per person)		XXXXX
	AUTOS ONLY AUTOS							BODILY INJURY (Per accident PROPERTY DAMAGE		XXXXX
	AUTOS ONLY					1		PROPERTY DAMAGE		<u>XXXXX</u> XXXXX
	UMBRELLA LIAB X OCCUR	N	N	47-UMO-307585		5/1/2020	5/1/2021	EACH OCCURRENCE	\$ 5,00	
X	EXCESS LIAB CLAIMS-MADE	1		1100000000		0, 112020		AGGREGATE	\$ 5,00	the second s
	DED RETENTION \$	Ł			_				\$ XX	XXXXX
	RKERS COMPENSATION D EMPLOYERS' LIABILITY Y / N		Y	UB-3P635310 (AOS) UB-3P533004 (MA, WI)		5/1/2020	5/1/2021	X STATUTE ER		
B OFF	PROPRIETOR/PARTNER/EXECUTIVE	NIA		EXCEPT FOR OH ND WA	₩ Υ	5/1/2020	5/1/2021	E.L. EACH ACCIDENT	<u>s 1,00</u>	
	ndatory in NK) 1. describe under CRIPTION OF OPERATIONS below]			1			E.L. DISEASE - EA EMPLOYEE	s 1,00 s 1.00	
1/28	CRIPTION OF OPERATIONS DROW	<u> </u>						E.L. DISEASE - POLICY LIMIT	1,00	0,000
2: CLI DDITI JBRO(TION OF OPERATIONS / LOCATIONS / VI ENT PROJECT NUMBER: RFQ W ONAL INSURED AS RESPECTS (JATION APPLIES TO WORKERS IN CONTRACT.	'S 56- Gene	19-0. RAL	PROJECT NAME: WATEL	R ANI LIABII	D SEWER RA LITY, IF REG ITY WHERE	NTRACT	OKALOOSA COUNTY, WRITTEN CONTRACT. BY STATE LAW AND 1 #: C19-2839-WS	IF REQU	IRED BY
						STA	ANTEC C	ONSULTING SEF	RVICE	S, INC.
ERTIF	ICATE HOLDER				CANC			ASTEWATER CO		
				ą.	SHO THE ACCO	EXF	PIRES: 0	8/19/2022 W/2 1	YR RE	
16	3229354			, l	AUTHO	RIZED REPRES				
	ALOOSA COUNTY			(
12	50 NORTH EGLIN PARKWAY IALIMAR FL 32579						0			
							1 may	in Amille		
<u>iopa</u>	25 (2016/03)			l_		@ 19	<u> </u>	ORD CORPORATION	Ul rights	i reserved

The ACORD name and logo are registered marks of ACORD

TASK ORDER APPROVAL FORM

CONTRACT#: C19-2839-WS STANTEC CONSULTING SERVICES, INC. WATER & WASTEWATER CONSULTING SVS EXPIRES: 08/19/2022 W/2 1 YR RENEWALS

CONTRACT #: C19-2839-WS

TASK ORDER #: _____2

TASK ORDER AMOUNT: \$25,931.00 - NTE/FixedFee - Completion Date 9/30/2020

OFFERED BY CONSULTANT:

Stantec Consulting Services Inc. FIRM'S NAME

Eric Grau

D.

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

Principal TITLE 1-24-2020

DAT

RECOMMENDED FOR APPROVAL (Department Director)

SIGNATURE

Director

TITLE

020

DATE

COUNTY ADMINISTRATOR (if applicable)

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1

DATE

OMB DIRECTOR (if applicable)

O 2.0

DATE

CHAIRMAN (if applicable)

DATE

DATE

Revised November 3, 2017

Scope of Services:

•

٩,

FY 2020 Water & Sewer Revenue Sufficiency Analysis. The following work plan is to be completed, consistent with the terms and conditions outlined in the Contract for Professional Consulting Services, Contract No. C19-2839-WS, made and entered into on August 20, 2019, by and between Stantec Consulting Services Inc. and the County.

	Stantec Okałoosa Cour FY 2020 Water & Sewer Reven Project Work Plan and Cost	ue Sufficiency	Analysis edule				
	Project Tasks Messeuri e s - Lator Mates		Estim Senior Advisor Grau \$544	lated Labor-H Project Manager Kloeckner ∃ 1⊚1	ours Analyst Cook §1.22	Admin Lambert Situs	Total Project
Task I 11	Project Initiation & Data Collection Compile and review historical, current, and projected financial, billing, and other system data as provided by County staff.	0	, t	2	2	o	5
12	Request additional information/clarifications as required and review supplemental information/data.	0	1	2	2	0	5
13	Gather local water and sewer rate data for comparative benchmarking.	0	0	1	4	O	5
Task 2 2.1	Perform Revenue Sufficiency Analysis Input current financial and billing data into our modeling system, run the model, and produce preliminary output, including a five and ten year financial management program that will include the following.	0	4	16i 	36	0	56
	 Capital Improvements Program Project listing by year Borrowing Program Identify any borrowing required and/or appropriate to fund certain CIP projects. 			ļ			
	to include but not necessarily be limited to, revenue bonds and state programs. Revenue Sufficiency Analysis Annual revenue and operations & maintenance expense projections. Projections of other requirements such as minor capital, transfers, debt payments, reserves contributions, etc.						
	 Evaluation of adequacy of revenue provided by existing rates to meet current and projected system requirements. Alternative plans of annual percentage rate adjustments to provide sufficient 					i	
	revenues over a multi-year period. o Sources and Uses of Funds Analysis o Funds Analysis - Spend down limits (minimum reserve requirements) by fund. - Beginning and ending fund balances by fund by year.						
22 23	Quality control review, including reconcliation to prior study results. Prepare for and meet with County staff in an interactive work session to review preliminary results.	0	6 4	0 4	0 4	0	6 12
24	Make adjustments per input from County staff, update data/assumptions as appropriate, and/or for desired sensitivity analysis. Prepare workbook of assumptions and preliminary results and screen captures of requested scenarios.	0	o 	2	8	D	10
2.5	Prepare for and meet remotely via Skype with County staff in a 2nd interactive work session to review revised results.	0	3	3	3	٥	9
26	Make adjustments per input from County staff, update data/assumptions as appropriate, and/or for desired sensitivity analysis. Prepare workbook of assumptions and preliminary results and screen captures of requested scenarios.	0	o	2	4	o	6
2.7 2.8	Additional ad hoc / sensitivity analyses Additional in-person meetings		At Hourly Ret	tes. plus Actue	l Out-of-Pocke	ət Expenses	
Task 3 3 1	Prepare Final Report Prepare a Draft Report to document findings and results.	0	2	6.	12	0	20
32	Prepare a Drain Report to document lindings and results. Make adjustments per input from County staff and finalize report as appropriate. Distribute Final Report.	0	1	3	6	1	11
Task 4	Present Results to Board of County Commissioners	·	At Hourly Rat	es, plus Actua	i Out-of-Pocke	et Expenses	
	imated Labor Hours imated Fee	\$0	22 \$5,368	41 \$7,831	81 \$9,882	1 \$100	145 \$23,181
	Imated Expenses						\$2,750 \$25,931

Acceptable to Okaloosa County:

Acceptable to Stantec Consulting Services Inc.:

Juff Littell Signature

Mr.

Jeff Littrell, Director

Printed Name and Title

1/30/2020

Date

in than

Signature

ERIC GRAU, Principal Printed Name and Title

1-29-2020

Date

TASK ORDER APPROVAL FORM

CONTRACT#: C19-2839-WS STANTEC CONSULTING SERVICES, INC. WATER & WASTEWATER CONSULTING SVS EXPIRES: 08/19/2022 W/2 1 YR RENEWALS

CONTRACT #: C19-2839-WS

TASK ORDER #: ____1

TASK ORDER AMOUNT: \$20,000.00 - NTE/Time&Material - Completion Date 9/30/2020

OFFERED BY CONSULTANT:

Stantec Consulting Services Inc. FIRM'S NAME

Eric Grau

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

Principal TITLE

1-29-2020

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1

RECTOR

OMB DIRECTOR (if applicable)

CHAIRMAN (if applicable)

RECOMMENDED FOR APPROVAL

(Department Director)

SIGNATUR

Director

TITLE

2020

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

Revised November 3, 2017

DATE

DATE

DATE

Scope of Services:

ţ

h

Miscellaneous financial/rate analyses upon request of the Department to be reimbursed at the hourly rates below, plus actual out-of-pocket expenses, consistent with the terms and conditions outlined in the Contract for Professional Consulting Services, Contract No. C19-2839-WS, made and entered into on August 20, 2019, by and between Stantec Consulting Services Inc. and the County.

Hourly Rates from Exhibit A of Contract No. C19-2839-WS:

 Director
 \$330.00

 Senior Advisor
 \$244.00

 Project Manager
 \$191.00

 Analyst
 \$122.00

 Admin
 \$100.00

Burnham Grau Kloeckner / Napoli Cook Lambert

Acceptable to Okaloosa County:

Acceptable to Stantec Consulting Services Inc.:

- ittul

Signature

Jeff Littrell, Director

Printed Name and Title

1/30/2020 Date

Tric Man

Signature

ERIC GRAU, Principal

Printed Name and Title

1-29-2020

Date

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 130 56-19 Tracking Number: 3448-19
Procurement/Contractor/Lessee Name: Stantec Grant Funded: YES NO X
Purpose: Water: Wastewater Consulty
Date/Term: 1. 🕅 GREATER THAN \$100,000
Amount: TO anen 2. GREATER THAN \$50,000
Department: <u>WS</u> 3. \$50,000 OR LESS
Dept. Monitor Name: Littel
Purchasing Review
Procurement or Contract/Lease requirements are met:
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella
2CFR Compliance Review (if required)
Approved as written: Grant Name: Grant Name:
Grants Coordinator Danielle Garcia
Risk Management Review
Approved as written: SU Inail attache
Risk Manager or designee Laura Porter or Krystal King
County Attorney Review
Approved as written: Suencial attach
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee
Following Okaloosa County approval:
Clerk Finance Document has been received:
Date:
Finance Manager or designee

DeRita Mason

From:Parsons, Kerry <KParsons@ngn-tally.com>Sent:Thursday, July 25, 2019 1:49 PMTo:DeRita MasonCc:Karen Donaldson; Lynn HoshiharaSubject:RE: Stantec Draft Contract

This is approved for legal purposes. Make sure to attached Exhibit B

Kerry A. Parsons, Esq. Nabors Giblin & Nickerson 1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308

Tallahassee, FL 32308 T. (850) 224-4070 Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com> Sent: Friday, July 19, 2019 2:40 PM To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com> Cc: Karen Donaldson <kdonaldson@myokaloosa.com> Subject: FW: Stantec Draft Contract

It looks like it is too large to send in one document. I will she proposal separate.

From: DeRita Mason Sent: Friday, July 19, 2019 1:38 PM To: 'Parsons, Kerry' <<u>KParsons@ngn-tally.com</u>>; Lynn Hoshihara <<u>Ihoshihara@myokaloosa.com</u>> Cc: Karen Donaldson <<u>kdonaldson@myokaloosa.com</u>> Subject: Stantec Draft Contract

Please review and approve.

Thank you,

DeRita

DeRita Mason

From: Sent: To: Subject: Karen Donaldson Tuesday, July 23, 2019 5:06 PM DeRita Mason RE: Stantec Draft Contract

DeRita

This is approved by Risk.

Karen Donaldson

Karen Donaldson Public Records and Contracts Specialist Okaloosa County Risk Management 5479-B Old Bethel Rd. Crestview, Fl. 32536 850.683.6207 KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com> Sent: Tuesday, July 23, 2019 1:31 PM To: Karen Donaldson <kdonaldson@myokaloosa.com> Subject: RE: Stantec Draft Contract

I have added the language and highlighted in yellow. Please let me know if this is good to go.

Thank you,

Also, those items do not have to be completed today. You can pass them to Kelly if you need to.

From: Karen Donaldson Sent: Tuesday, July 23, 2019 9:40 AM To: DeRita Mason <<u>dmason@myokaloosa.com</u>> Subject: RE: Stantec Draft Contract

DeRita

Can we go to section 14.3 and add that the wavier of subrogation will be required on the workers comp insurance.



Board of County Commissioners Purchasing Department

State of Florida

Date: June 14, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD RFQ WS 56-19

Water & Wastewater Rate Consulting Services for Okaloosa County Water & Sewer

Okaloosa County would like to thank all businesses which submitted responses to the **Water & Wastewater Rate Consulting Services for Okaloosa County Water & Sewer** solicitation. (RFQ WS 56-19)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Stantec Consulting Services, Inc. 4651 Salisbury Rd., Suite 350 Jacksonville, FL 32256

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

Purchasing Manager

	View assistance for SAM.gov
ALERT: SAM gov will be down for scheduled mainte	A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Log In Login.gov FAQs nance Saturday, 09/14/2019. from 8:00 AM to 1:00 PM (EDT).
Search Results	
Quick Search Results	
Total records:1	Save PDF Export Results Print
Result Page: 1	Sort by Relevance V Order by Descending V
Your search returned the following results.	
Entity: Stantee Consulting Services Inc. DUNS: 080159279 Has Active Exclusion?: No Expiration Date: 07/09/2020 Purpose of Registration: All Awards	Status: Active E CAGE Code: 3KQA1 View Details DoDAAC: Debt Subject to Offset?: No
Result Page: 1	Save PDF Export Results Print
GSA IEM-NP-20190814-1104 WWW4	Search Records Disclaimers FAPHS.gov Data Access Accessibility GSA.gov/TAE Cheek Status Privacy Policy GSA.gov About USA.gov Help

This is a U.S. General Service Administration Federal Government computer system that is "Fore VFI-TAL USE ORDA" This system is subject to monitoring. Individuals found generating manufacture activities are subject to disciplinary action in being contral procession.

CONTRACT: C19-2839-WS STANTEC CONSULTING SERVICES, INC. WATER & WASTEWATER CONSULTING SVS EXPIRES: 08/19/2022 W/2 1 YR RENEWALS

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made and entered into this <u>20th</u> day of, <u>August</u> 2019, by and between OKALOOSA COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, located at 1250 North Eglin Parkway, Shalimar, FL 32579, and Stantec Consulting Services, Inc. whose principal place of business is at 4651 Salisbury Rd., Suite 350, Jacksonville, FL 32256 (the "Consultant"), whose Federal I.D. number is 11-2167170, in connection with Okaloosa County Request for Qualifications No. 56-19 and the professional services set forth therein.

WITNESSETH

WHEREAS, the County has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, Okaloosa County desires to obtain the professional consulting services of the Consultant concerning said services being more fully described in the exhibits attached to this Contract.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

ARTICLE ONE CONSULTANT'S RESPONSIBILITY

1.1. Consultant shall provide to County continuing professional water & wastewater rate consulting services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and Exhibit B and shall be issued periodically as Task Orders The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Exhibit A, "Basis of Compensation" attached to each Task Order, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted-items requested are listed in Exhibit A attached hereto and made a part of the contract.

1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

Eric Grau

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily

manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

ARTICLE TWO SERVICES OF CONSULTANT

2.1 As authorized or required by the County in a Task Order, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Exhibit B. These services will be paid for by the County as indicated in Article Five and Exhibit A and as confirmed in each Task Order.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
- b. The time the Consultant is obligated to commence and complete all such services; or

c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;

b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design of the Project;

d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.5. For the purposes of this Contract, the County's Representative shall be:

Jeff Littrell, Water and Sewer Director

ARTICLE FOUR TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Task Orders issued pursuant to this Contract, after receiving written Task Order from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Task Order for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Task Order, the Consultant's compensation shall be equitably adjusted, with respect to those services

that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Exhibit A, entitled "Basis of Compensation," and Exhibit B which are attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Task Orders without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Task Order. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Task Order and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

ARTICLE SIX WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the

final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

ARTICLE EIGHT TERMINATION OR SUSPENSION

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Task Order, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Consultant's statement of qualifications, must be made known to the County's Representative and written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.6 The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Consultant shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations performing to the eligibility for employment of any persons performing work hereunder.

9.7 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE TEN SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a

subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE ELEVEN FEDERAL AND STATE TAX

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.2 Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a) Keep and maintain public records required by the County to perform the service.
- b) Upon request from the County's custodian of public records, provide the County 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 contract term and following completion of the contract if the contractor does not transfer the records to the County.

d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

THE CONTRACTOR HAS OUESTIONS REGARDING THE IF APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING** TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RISK RECORDS AT **OKALOOSA** COUNTY MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

ARTICLE FOURTEEN INSURANCE

During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies 14.1. satisfactory to the County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by County, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the County. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the County, on a timely basis, if required by the County. These Certificates and policies shall contain provisions that sixty (60) days' written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the County applicable to this Project.

14.2. The acceptance by the County of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown on the

Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by County, Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the County. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to County that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name County as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents arid shall contain severability of interests provisions. Waiver of subrogation will be required on the workers comp insurance.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Consultant sixty (60) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the County may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the County's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best, Rating of VI or better.

14.7. Required Insurance

a. Workers' Compensation insurance as required by the State of Florida.

b. Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.

c. Professional Liability Insurance with limits of \$1,000,000 per claim.

d. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage.

e. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.

f. County, State of Florida and Federal Government shall be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage's identified in Paragraphs c. and d.

g. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Consultant if so required by County during the term of this Contract. County will not pay for increased limits of insurance for subcontractors.

The County reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Consultant shall indemnify and hold harmless the County, and its officers and employees, 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 the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

15.2. Consultant acknowledges that the general conditions of any contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section. Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE SEVENTEEN REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE EIGHTEEN CONFLICT OF INTEREST

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County Representative, in writing, by certified mail, of 18.2. all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE NINETEEN DEBT

19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE TWENTY NONDISCRIMINATION

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20.2 Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national

origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

ARTICLE TWENTY-ONE ENFORCEMENT COSTS

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE TWENTY-TWO NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK

23.1. It is the intent of this Contract that County shall from time to time issue Task Orders for Consultant to perform work. Task Orders shall be duly approved by the County prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE TWENTY FIVE MISCELLANEOUS

25.1. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7 Consultant, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8 Consultant acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, consultant agrees that it shall adhere to all necessary federal regulations, including those as set forth in Exhibit C. Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

ARTICLE TWENTY SIX MINORITY/WOMEN"S BUSINESS ENTERPRISES

26.1 The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with

2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity) Florida Department of Transportation Minority Business Development Center in most large cities and Local Government M/DBE programs in many large counties and cities

ARTICLE TWENTY SEVEN PROCUREMENT OF RECOVERED MATERIALS

27.1 Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE TWENTY EIGHT ENVIRONMENTAL AND ENERGY POLICIES

28.1 The Consultant shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

28.2 Clean Air Act.

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

28.3 Federal Water Pollution Control Act.

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida,

Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

ARTICLE TWENTY NINE FEDERAL SUSPENSION AND DEBARMENT

This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE THIRTY LOBBYING

30.1 Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE THIRTY ONE THIRD PARTY BENEFICIARIES

31.1 It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract

ARTICLE THIRTY TWO SEVERABILITY

32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE THIRTY THREE REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY

33.1 The individual signing this Contract on behalf of Stantec Consulting Services, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Stantec Consulting Services, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

ARTICLE THIRTY FOUR FEDERAL REGULATIONS

34.1 The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "C", which is expressly incorporated herein as a part of this agreement.

ARTICLE THIRTY FIVE VENDORS ON SCRUTINIZED COMPANIES LIST

By executing this Agreement, Stantec, the Contractor, certifies that it is not: (1) listed on 35.1 the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil

penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 35, this Section 35 shall be null and void.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

STANTEC CONSULTING SERVICES, INC.

Eric Grau, Principal

BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA

SEAL Charles K. Windes, Jr. Chairman

EXHIBIT A BASIS OF COMPENSATION and SCOPE OF SERVICES

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated below:

The consultants' contract will consist of fixed hourly costs for all positions required to complete any public water and wastewater infrastructure tasks for professional rate consulting services including but not limited to:

- review and if necessary, redesign of the potable water and wastewater rates and charges based on cost of services principles, project potable water and wastewater service area, including number of customers and usage for planning and rate evaluation, project annual revenue requirements for potable water and wastewater based on operating and capital funding needs;
- review and update miscellaneous charges which include connect and/or disconnect fees, backflow inspection fees, meter set, meter test, account turned off/on for non- payment, illegal water connection or stolen meter, returned checks, and review and design fees for new service installations;
- review and develop potential wholesale water and wastewater rates;
- review operations of the water and wastewater utility systems to determine if additional service charges and revenue enhancements are appropriate;
- review and recommend proposed connection fees (capacity expansion fees) based on the cost of projected facilities expansion and unused existing capacity, as well as uses of fees for upgrades and expansions as part of the capital funding plan;
- perform annual revenue sufficiency analysis to determine if the current rate plan will meet the financial needs & proposed budgets of the utility;
- assist in the calculation and implementation of a reclaimed water rate structure;
- perform capital financing and bond feasibility studies;
- develop and maintain a highly detailed interactive rate model to include, projected cash inflows, cash outflows, capital outlay, capital improvement program, debt service coverage, and long term borrowing projections;
- based on predetermined cost escalation assumptions project this model out 10 years to assure revenue sufficiency;
- this rate model will need to contain all revenue and expense line items in the annual budget (~150 accounts);
- participate in periodic meetings and presentations to include performing "what if" analysis on the rate model based on multiple scenarios provided by staff;
- any other type of tasks which may be under the purview of the Water & Sewer Department or any other County department.

2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:

a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.

b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.

c. Expenses for renderings, models and mock-ups requested by County.

3. Unless approved by the County in advance, reimbursable costs shall not include the following:

a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.

b. Consultant overhead including field office facilities.

c. Overtime not authorized by County.

d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Task Order pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

STANTEC: FINANCIAL SERVICES PRACTICE PROPOSED BILLING RATE TABLE: 10/1/2019 - 9/30/2024

Effective October 1:		2019		2020		2021	 2022	 2023
Inflation Escalator:				2.50%		2.50%	2.50%	2.50%
	Fi	xed Hourl	y Ra	ite (\$), by	Pro	ject Role		
Director:	\$	330.00	\$	338.25	\$	346.71	\$ 355.38	\$ 364.26
Senior Advisor:	\$	244.00	\$	250.10	\$	256.35	\$ 262.76	\$ 269.33
Project Manager:	\$	191.00	\$	195.78	\$	200.67	\$ 205.69	\$ 210.83
Analyst:	\$	122.00	\$	125.05	\$	128.18	\$ 131.38	\$ 134.66
Admin:	\$	100.00	\$	102.50	\$	105.06	\$ 107.69	\$ 110.38

NOTES:

1) Proposed billing rates presented herein apply only to RFQ WS 56-19 Water &

Wastewater Rate Consulting Services for Okaloosa County, Florida.

2) Proposed billing rates presented herein do not include allowances for non-labor expenses, such as travel, lodging, meals, etc.



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

<u>RFO TITLE:</u>

WATER & WASTEWATER RATE CONSULTING SERVICES FOR OKALOOSA COUNTY WATER & SEWER

RFO NUMBER: RFO WS 56-19

ISSUE DATE:	April 15, 2019 at 8:00 A.M. CST
LAST DAY FOR QUESTIONS:	April 25, 2019 at 3:00 P.M. CST
RFO OPENING DATE & TIME:	May 7, 2019 at 3:00 P.M. CST

NOTE: RESPONSES RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

<u>RESPONDENT ACKNOWLEDGEMENT FORM</u> BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME	Stantec Consulting Services	s Inc.		tutte-nith -
MAILING ADDRESS				
	4651 Salisbury Road, Suite	350		
CITY, STATE, ZIP	Jacksonville, FL 32256-610)7		
FEDERAL EMPLOYEI	R'S IDENTIFICATION NUM	IBER (FEIN): 11-216	7170	
TELEPHONE NUMBE	R: (904) 247-0787	EXT:	FAX:	
EMAIL: eric.grau@st	antec.com	•		
RESPONDENT SUBMIT FAIR AND WITHOUT C THAT I AM AUTHORIZI	TING A BID FOR THE SAME OLLUSION OR FRAUD. I AC ED TO SIGN THIS BID FOR TH M	MATERIALS, SUPPLIES FREE TO ABIDE BY ALL	, EQUIPMENT OR SE . TERMS AND COND	CONNECTION WITH ANY OTHER RVICES, AND IS IN ALL RESPECTS ITIONS OF THIS BID AND CERTIFY
AUTHORIZED SIGNATI	IRE: The How		PRINTED NAME:	Eric Grau

 AUTHORIZED SIGNATURE:

 PRINTED NAME:

 TITLE:
 Principal
 DATE:

Rev: September 22, 2015

WATER & WASTEWATER RATE CONSULTING SERVICES FOR OKALOOSA COUNTY WATER AND SEWER

Pursuant to County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide Water & Wastewater Consulting Services for Okaloosa County Water & Sewer Department

Individuals and firms desiring consideration should provide an original and one (1) thumb drive of their Statement of Qualifications (Statement) with copies of all licenses and a current business tax receipt issued by the County Tax Collector. Statements should be portrait orientation, unbound, and $8\frac{1}{2}$ " x 11" where practical. Guidelines detailing form and content requirements for the Statement are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at http://www.myokaloosa.com/dept_purchasing.html and https//www.bidnetdirect.com/florida.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than <u>May 7 2019 at 3:00 PM CST</u> to be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof "Request for Qualifications for Water & Wastewater Rate Consulting Services for Okaloosa County Water & Sewer." Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting qualifications with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality. Okaloosa County shall be the sole judge of the submittal and the resulting negotiating agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Okaloosa County Purchasing Department RE: Water & Wastewater Rate Consulting Services for Okaloosa County Water & Sewer RFQ WS 56-19 5479A Old Bethel Road Crestview, FL 32536

Q. 04/09/19

Purchasing Manager

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FL

Charles K. Windes Jr., Chairman

RFQ FOR WATER & WASTEWATER RATE CONSULTING SERVICES FOR OKALOOSA COUNTY WATER & SEWER

SCOPE OF SERVICES:

Basic Services. The services to be performed under this Agreement shall be specifically described for each Assignment in individual Task Orders written and executed in accordance with this Agreement.

Each Assignment will have the following characteristics:

The consultants' contract will consist of fixed hourly costs for all positions required to complete any public water and wastewater infrastructure tasks for professional rate consulting services including but not limited to:

- review and if necessary, redesign of the potable water and wastewater rates and charges based on cost of
 services principles, project potable water and wastewater service area, including number of customers and
 usage for planning and rate evaluation, project annual revenue requirements for potable water and
 wastewater based on operating and capital funding needs;
- review and update miscellaneous charges which include connect and/or disconnect fees, backflow inspection fees, meter set, meter test, account turned off/on for non- payment, illegal water connection or stolen meter, returned checks, and review and design fees for new service installations;
- review and develop potential wholesale water and wastewater rates;
- review operations of the water and wastewater utility systems to determine if additional service charges and revenue enhancements are appropriate;
- review and recommend proposed connection fees (capacity expansion fees) based on the cost of projected facilities expansion and unused existing capacity, as well as uses of fees for upgrades and expansions as part of the capital funding plan;
- perform annual revenue sufficiency analysis to determine if the current rate plan will meet the financial needs & proposed budgets of the utility;
- assist in the calculation and implementation of a reclaimed water rate structure;
- perform capital financing and bond feasibility studies;
- develop and maintain a highly detailed interactive rate model to include, projected cash inflows, cash outflows, capital outlay, capital improvement program, debt service coverage, and long term borrowing projections;
- based on predetermined cost escalation assumptions project this model out 10 years to assure revenue sufficiency;
- this rate model will need to contain all revenue and expense line items in the annual budget (~150 accounts);
- participate in periodic meetings and presentations to include performing "what if" analysis on the rate model based on multiple scenarios provided by staff;
- any other type of tasks which may be under the purview of the Water & Sewer Department or any other County department.

On an as-needed basis, the County will issue Task Orders to the CONSULTANT describing the work required for each Assignment to be undertaken under this Agreement. In response, the CONSULTANT will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both parties. No work will commence until a fully executed Task Order is received by the CONSULTANT

Scoring Criteria

Overall Experience with Water & Wastewater Utilities-25 points

Proposers to provide detailed examples of their experience with water & wastewater utilities of a similar size in either/or geographic coverage area and number of connections. This should include both residential and commercial customers.

Live, Real Time Interactive, What if Model Capability-25 points

Respondents should provide a detailed explanation of how this model will be prepared in conjunction with the description provided in the scope of services. Also, provide examples of a potential finished product.

Staff Qualifications (Experience & Background)-15 points

Provide pertinent details of key staff members who will work on this project. This will include years of experience educational background and any other qualifications (including licenses) deemed relevant to this project.

Florida Experience-15 points

Provide details of any past experience providing rate consulting services to similar utilities within the state of Florida.

Industry References-10 points.

Provide a minimum of 5 industry references with current contact information for utilities comparable to Okaloosa County Water & Sewer, for which these services have been performed.

Response to RFQ -10 points.

Adequately respond to the ability to perform the items outlined in the scope of services. Complete <u>all</u> required sections of the RFQ in their entirety, and return in a timely manner.

Term of Contract

The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of three (3) years from the date of commencement.

Renewal Options:

The placement may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

- 1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- 2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- 3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
- 4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

1. Worker's Compensation

<u>LIMIT</u>

- 1.) State
- 2.) Employer's Liability

Statutory \$500,000 each accident

2.	Business Automobile	\$1,000,000 each accident (A combined single limit)		
3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations		
4.	Personal and Advertising Injury	\$1,000,000 each occurrence		
5.	Professional Liability (E&O)	\$1,000,000 each claim		

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL CONDITIONS

1. PRE-OUALIFICATION ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Email:<u>dmason@myokaloosa.com</u> Phone: (850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <u>https://www.bidnetdirect.com/florida</u> to access the Okaloosa County Web Site go to: <u>http://www.myokaloosa.com/purchasing/current-solicitations.</u>

Such written addenda or modification shall be part of the RFQ documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

- 2. **PREPARATION OF QUALIFICATIONS** Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.
 - A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
 - B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
 - C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
 - D. Qualifications submitted by an individual shall show the respondent's name and official address.

- E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
- F. All signatures shall be in blue ink. All names should be typed or printed below the signature.
- G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
- H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.
- 3. INTEGRITY OF QUALIFICATIONS DOCUMENTS Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
- 4. SUBMITTAL OF QUALIFICATIONS Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

5. MODIFICATION & WITHDRAWAL OF SUBMITTAL – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.

- 6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.
- 7. CONDITIONAL & INCOMPLETE QUALIFICATIONS Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
- 8. ADDITION/DELETION OF ITEM The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.

9

- **9. APPLICABLE LAWS & REGULATIONS** All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.
- 10. PAYMENTS The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 11. DISCRIMINATION An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 12. PUBLIC ENTITY CRIME INFORMATION Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 13. CONFLICT OF INTEREST The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For proposer's convenience, this certification form is enclosed and is made part of the proposal package.

- 14. REORGANIZATION OR BANKRUPTCY PROCEEDINGS Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- **15. INVESTIGATION OF RESPONDENT** The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
- **16. REVIEW OF PROCUREMENT DOCUMENTS** Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 17. COMPLIANCE WITH FLORIDA STATUTE 119.0701 The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among

other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.

18. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

19. SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of any contract resulting from this solicitation for the County's convenience.

Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- 20. FAILURE OF PERFORMANCE/DELIVERY In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
- 21. AUDIT If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
- 22. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

- 23. NON-COLLUSION Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 24. UNAUTHORIZED ALIENS/PATRIOT'S ACT The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List . In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- **25. IDENTICAL TIE PROPOSAL** In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
- 26. CONE OF SILENCE CLAUSE The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form. Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

27. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Indemnification and Hold Harmless
- F. Addendum Acknowledgement
- G. Company Data
- H. System Award Management Form
- I. List of References
- J. Certification Regarding Lobbying
- K. Sworn Statement Public Entity Crimes
- L. Governmental Debarment & Suspension

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
- 4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:	April 29	,2019

SIGNATURE: Time Man

COMPANY: ADDRESS:

NAME: Eric Grau (Typed or Printed)

4651 Salisbury Road,

TITLE: Principal

Suite 350

Jacksonville, FL 32256-6107

E-MAIL: eric.grau@stantec.com

PHONE NO.: (904) 247-0787

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES		NO <u>X</u>	
NAME	C(S)	POSITION(S)	
N/A			
FIRM NAME:	Stantec Consulting Service	s Inc.	
BY (PRINTED):	Eric Grau		

BY (PRINTED):	
BY (SIGNATURE):	Ein Man
TITLE:	Principal
ADDRESS:	4651 Salisbury Road, Suite 350
	Jacksonville, FL 32256-6107
PHONE NO.	(904) 247-0787
E-MAIL	eric.grau@stantec.com

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent while the respondent is on the Active Contractors List, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the time the respondent is on the Active Contractors List; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: A	oril 21,2019
SIGNATURE:	Eine Man
COMPANY:	Stantec Consulting Services Inc.

NAME: Eric Grau

4651 Salisbury Road, Suite 350 ADDRESS: Jacksonville, FL 32256-6107

TITLE: Principal

E-MAIL: eric.grau@stantec.com

PHONE NO.: (904) 247-0787

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to place respondents on the Active Contractors List or award a particular contract, other than the Purchasing Department Staff..

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

IImage: Stantes Consulting Services Inc.SignatureCompany Name

On this A_{pcil} day of 29 2019 hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

<u>Stantec Consulting Services Inc.</u> Proposer's Company Name

in Mar

Authorized Signature - Manual

4651 Salisbury Road, Suite 350 Jacksonville, FL 32256-6107

Physical Address

Same

Mailing Address

(904) 247-0787

Phone Number

(904) 907-5257

Cellular Number

April 29, 2019

Date

Eric Grau Authorized Signature – Typed

Principal Title

N/A FAX Number

N/A After-Hours Number(s)

ADDENDUM ACKNOWLEDGEMENT RFP WS 56-19

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

COMPANY DATA

.

)

Respondent's Company Name:	Stantec Consulting Services Inc.
Physical Address & Phone #:	4651 Salisbury Road, Suite 350
	Jacksonville, FL 32256-6107
	(904) 247-0787
Contact Person (Typed-Printed):	Eric Grau
Phone #:	(904) 247-0787
Cell #:	(904) 907-5257
Federal ID or SS #:	11-2167170
DUNNS/SAM #:	08-015-9279
Respondent's License #:	F01000005948
Additional License – Trade and Number	N/A
Fax #:	N/A
Emergency #'s After Hours,	N/A
Weekends & Holidays:	<u>N/A</u>
DBE/Minority Number:	N/A

.

19

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see <u>subpart 32.11</u>) for the same entity.

"Registered in the System for Award Management (SAM) database" means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see <u>subpart 4.14</u>) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <u>www.sam.gov</u> for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at <u>www.sam.gov</u> for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov.

Offerors SAM information:

Entity Name:	Stantec Consulting Services Inc.
Entity Address:	4651 Salisbury Road, Suite 350, Jacksonville, FL 32256-6107
Duns Number:	08-015-9279
CAGE Code:	3KQA1

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see <u>subpart 32.11</u>) for the same entity.

"Registered in the System for Award Management (SAM) database" means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <u>www.sam.gov</u> for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at <u>www.sam.gov</u> for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

LIST OF REFERENCES

1.	Owner's Name and Address: Peace River/Manasota Regional Water Supply Authority
	9415 Town Center Parkway, Lakewood Ranch, FL 34202
	Contact Person: <u>Patrick J. Lehman</u> Telephone # (<u>941</u>) <u>316-1776</u>
	Email: PLehman@regionalwater.org
2.	Owner's Name and Address: City of St. Petersburg, FL
	P.O. Box 2842, St. Petersburg, FL 33731-2842
	Contact Person: <u>Angela Miller</u> Telephone # (<u>727</u>) <u>893-7297</u>
	Email:_angela.miller@stpete.org
3.	Owner's Name and Address: <u>City of Tarpon Springs, FL</u>
	324 East Pine Street, Tarpon Springs, FL 34689
	Contact Person: <u>Ron Harring</u> Telephone # (<u>727</u>) <u>942-5612</u>
	Email: rharring@ctsfl.us
4.	Owner's Name and Address: Orange County Utilities
	9150 Curry Ford Rd., Orlando, FL 32825
	Contact Person: <u>Glenn Kramer</u> Telephone # (<u>407</u>) <u>254-9882</u>
	Email: glenn.kramer@ocfl.net
5.	Owner's Name and Address: City of Atlantic Beach, FL
	800 Seminole Road, Atlantic Beach, FL 32233
	Contract Person: Joseph Gerrity Telephone # (904) 247-5806
	Email: jgerrity@coab.us

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any 1. 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 making 2. lobbying contacts to 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 undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

The undersigned shall require that the language of this certification be included in the award documents 3. for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31,U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor,_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Ein Man_____ Signature of Contractor's Authorized Official

ERIC GRAU - Principal Name and Title of Contractor's Authorized Official
April 29, 2019 Date

SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for	
2. This sworn statement is submitted by	
Whose business address is:	
and (if applicable) its Federal Employer Id	entification Number (FEIN) is .
(If entity has no FEIN, include the Social S	Security Number of the individual signing this sworn
statement:	
3. My name is	and my relationship to the entity named
above is	

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

✓ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: April 29, 2019 Signature: <u>Fine Man</u>

STATE OF: FLORIDA

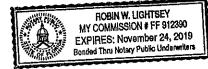
COUNTY OF: DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this $2q_{+}$ day of Appil, in the year 2019.

My commission expires:

November 24, 2019 Notary Public Jobn W. Listberg

Print, Type, or Stamp of Notary Public Personally known to me, or Produced Identification:



Type of ID

SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

. This sworn statement is submitted for <u>Okaloosa County, FL</u>
2. This sworn statement is submitted by <u>Stantec Consulting Services Inc.</u>
Whose business address is:4651 Salisbury Road, Suite 350, Jacksonville, FL 32256-6107
and (if applicable) its Federal Employer Identification Number (FEIN) is . 11-2167170
If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement:
3. My name is Eric Grauand my relationship to the entity named
above is Principal

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

Certification Regarding Debarment, Suspension, **Ineligibility and Voluntary Exclusion** Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

<u>ERIC</u> <u>GRAU</u> - Principal Printed Name and Title of Authorized Representative

Ein Man Signature

<u>April 29,2019</u> Date

2018-2019 BUSINESS TAX RECEIPT



DUVAL COUNTY TAX COLLECTOR

231 E. FORSYTH STREET, SUITE130, JACKSONVILLE, FL 32202-3370 Phone: (904) 630-1916, option 3; Fax: (904) 630-1432 Website: www.coj.net/tc; Email: taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2018 through September 30, 2019.

STANTEC CONSULTING SERVICES INC RICHARD ALLEN 11130 NE 33RD PLACE SUITE 200 BELLEVUE, WA 98004-1465

ACCOUNT NUMBER:	228359 8130 W BAYMEADOWS RD STE 104 JACKSONVILLE, FL 32256		
DESCRIPTION:	PUBLIC SERVICE OR REPAIR, NOT SPEC	STATE LICENSE NO .:	
COUNTY RECEIPT DESC: MUNICIPAL RECEIPT DESC:	PUBLIC SERVICE OR REPAIR, NOT SPEC MC 772,326-15	COUNTY TAX: MUNICIPAL TAX: TOTAL TAX PAID:	13.75 46.25 60.00

VALID UNTIL September 30, 2019

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY. CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

Sherry Z Hall

DUVAL COUNTY TAX COLLECTOR THIS BECOMES A RECEIPT AFTER VALIDATION. PAID-4133930.0003-0003 Y02 09/10/2018 60.00

PROFIT CORPORATION

APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

(Pursuant to s. 607.1504, F.S.)

SECTION I (1-3 MUST BE COMPLETED)

F01000005948

(Document number of corporation (if known))

1 STANTEC CONSULTING GROUP INC.

(Name of corporation as it appears on the records of the Department of State)

2. New York

(Incorporated under laws of)

. 11/14/2001

(Date authorized to do business in Florida)

SECTION II (4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? <u>12/20/2004</u>

5. STANTEC CONSULTING SERVICES INC.

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Michael J. Slocombe

(Typed or printed name of person signing)

Secretary (Title of person signing)

H05000086630 3

State of New York Department of State } ss:

I hereby certify, that the Certificate of Incorporation of STANTEC CONSULTING SERVICES INC. was filed on 08/27/1929, under the name of MANHASSET CIVIL ENGINEERS INC., fixing the duration as perpetual, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

A Certificate of Amendment MANHASSET CIVIL ENGINEERS INC., changing its name to CHARLES E. WARD INC., was filed 11/15/1968.

A Certificate of Amendment CHARLES E. WARD INC., changing its name to THE SEAR-BROWN GROUP, INC., was filed 03/30/1988.

A Certificate of Amendment THE SEAR-BROWN GROUP, INC., changing its name to STANTEC CONSULTING GROUP, INC., was filed 04/02/2004.

A Certificate of Amendment STANTEC CONSULTING GROUP, INC., changing its name to STANTEC CONSULTING GROUP INC., was filed 06/18/2004.

A Certificate of Amendment STANTEC CONSULTING GROUP INC., changing its name to STANTEC CONSULTING SERVICES INC., was filed 12/20/2004.



Witness my hand and the official seal of the Department of State at the City of Albany, this 05th day of April two thousand and five.

Secretary of State

200504060453 * 45



Stantec Consulting Services Inc. 4651 Salisbury Road, Suite 350 Jacksonville, FL 32256-6107

May 7, 2019

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536

Re: RFQ WS 56-19 - Water & Wastewater Rate Consulting Services for Okaloosa County Water & Sewer

Dear Members of the Selection Committee:

We at Stantec are pleased to present our qualifications to provide Water & Wastewater Rate Consulting Services to Okaloosa County, Florida. The Stantec community unites more than 22,000 employees working in over 400 locations across the globe. To best serve Okaloosa County, we will utilize only those members of our Financial Services Practice residing at one of our several Florida offices. For 30 years, members of our financial services team have provided similar services to more than 100 communities in the state, including Okaloosa County since 1995.

Background. Stantec's Financial Services Practice is home to an impressive amount of experience and knowledge, including over 30 professional consultants with over 300 years of combined experience, including over 1,500 financial and rate-related studies for utilities and local governments. It is this deep bench of national and local experience that brings value to Okaloosa County.

Together we work and learn from each other's experiences. This combination of diverse backgrounds and experience has made us who we are today – a trusted source to 275+ communities (including over 100 throughout Florida) in providing independent and objective financial management services to local governments and utilities throughout the country. This sharing of knowledge and observed best practices will be brought to the County as well. Our focus is on helping develop comprehensive and balanced solutions to your utility financial and management needs.

Understanding & Approach. We have had the privilege of working with Okaloosa County since 1995, conducting annual revenue sufficiency analyses for your water and sewer utility. In that time, we have gained a keen understanding of your systems, practices, and policies, while developing an unparalleled level of trust and credibility with your staff and Board of County Commissioners.

Our modeling system and interactive process, which staff and Board of County Commissioners are very familiar with, will allow us to continue serving Okaloosa County in the most timely and cost-effective manner. Our ability to model "what if" scenarios at a work session with staff and to quickly diagnose the reasoning for their outcomes, provide staff with a powerful tool for facilitating, in real time, the decision-making process. In fact, our modeling system and interactive process is utilized annually to assist staff during the budget development process, ensuring revenue generated by current rates and plan of approved increases are adequate to fund all projected requirements.

Industry Expertise. We possess a vast amount of experience with and knowledge of a variety of accepted ratemaking and cost of service methodologies, including practices and approaches identified in American Water Works Association Manuals M1 and M54, and Water Environment Federation MOP 27, as well as accepted industry practices in various parts of the country.

Several members of our team are active members of AWWA Rates and Charges Committee and were contributing authors to the most recent edition of M1. In addition, we are familiar with the financial criteria used by the municipal ratings agencies in evaluating the financial health of municipal water and wastewater systems. In just the past five years, our project team has conducted financial feasibility analyses and other services in support of the issuance of approximately \$1 billion in utility bonds.

Summary. Our breadth of local and national experience, our interactive modeling process, and communication skills are a unique combination. In short, our team provides the County with a value proposition that is unmatched in the industry:

- ✓ Unique ability to complete all studies on time, including quality assurance and control
- ✓ Dedicated project team consisting of industry experts who have served Okaloosa County since 1995
- ✓ Nationally recognized stature in utility ratemaking
- ✓ Experience with rate and financial management practices in Florida
- ✓ A powerful Microsoft Excel-based modeling system
- ✓ Excellence in stakeholder education and communication

Authorized Contact. Eric Grau will serve as the contracting authority and authorized representative from Stantec, as well as project manager for all work completed under contract. He can be reached at our Jacksonville, Florida office at 4651 Salisbury Road, Suite 350, Jacksonville, FL 33602, by email at eric.grau@stantec.com or by phone at (904) 247-0787.

We look forward to continuing our long-standing relationship with Okaloosa County. As always, please do not hesitate to contact us with any questions.

Regards,

ine Man

Eric Grau Principal Contracting Authority



Overall Experience with Water & Wastewater Utilities

The Stantec community unites more than 22,000 employees working in over 400 locations across the globe. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

Stantec's Financial Services Practice specializes in providing Utility Rate Consultant services to communities throughout the country – it is the bread and butter of our offerings.

.

Our Financial Services Practice offers 30+ consultants with over 300 years of combined experience and value to your project. As a group, we work together and learn from each other's experiences. This combination of diverse backgrounds and experiences has made us

who we are today – a trusted source to our clients in providing independent and objective financial management services to local governments and utilities throughout the Country. This

knowledge sharing and expertise will be brought to you as well. You can be assured that our team will develop comprehensive and balanced solutions tailored for your situation as **Stantec is uniquely able to bring in the right financial and technical resources for any situation**.

Our practice covers a broad range of financial services for our clients, listed here:

· · · · · · · · · · · · · · · · · · ·	
Rate Studies	
 Water & Wastewater Solid Waste & Recycling Reclaimed Water 	 Stormwater Electric / Gas General Government Services
Cost-of-Service Analysis	
 Wholesale/Outside-City rates Functionalized cost allocation Custom cost allocation modeling 	 Regional cost-sharing models Customer class determinations Asset/rate base allocation
Revenue Sufficiency Analysis (Long-Term Financial & Capital Plans)
 Setting financial goals and KPI's Managing reserve levels Bond feasibility plans 	 Live scenario analysis Sensitivity analysis Bond rating improvement plans
Connection Fees (Capacity Expa	ansion Fees)
 Legal compliance evaluation Buy-in fee development Incremental fee development 	 Expert witness assistance Hybrid fee approaches Developer reimbursement plans
Benchmarking	
 Proprietary U.S. database 100 data points per record 50,000 financial metrics (current) 	 Audited financial statements 1, 3, & 5-year industry averages Custom group comparisons
Affordability	
 Innovative approach (WARi®) Industry-changing technique Multi-year affordability metrics 	 Output to high-definition maps Regulatory case support Low-income programs
Other Financial Services	
 Bond Financial Feasibility Reports Utility System Valuation Studies Special Assessments 	 Miscellaneous Fee Studies Public outreach Assessment administration

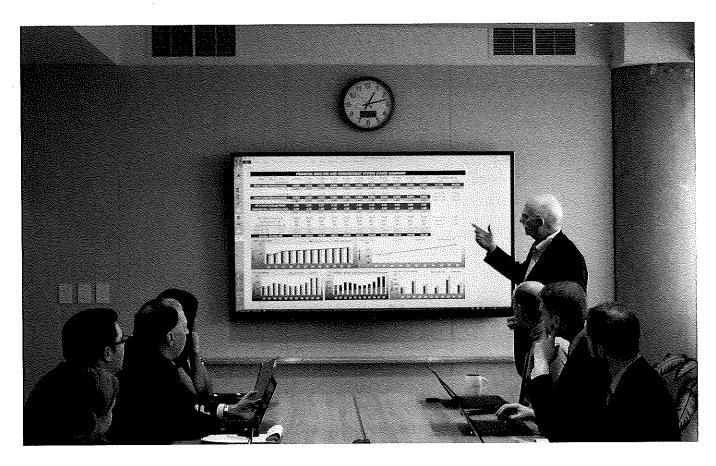
The following table summarizes the number of clients served by type of study typical of rate consultant services, including those outlined in the Scope of Services for RFQ WS 56-19. It is important to note that our team performs routine updates for our clients and the numbers below do not account for updates to initial studies. For example, we perform annual revenue sufficiency analyses for Okaloosa County and have done so for over 20 years. Additionally, the chart on the following page provides examples of the nature of our services to communities across the U.S.

Typical Rate Consulting Services	Number of Clients Served
Rate Study	> 200
Revenue Sufficiency Analysis	> 250
Bond Financial Feasibility Reports	> 40
Connection Fee Study	> 130
Miscellaneous Fee Study	> 130

prc servie	ble presents a selection of our experience in oviding a full suite of financial consulting ces to clients throughout the United States.	Financial Forecasting & Revenue Requirements	Cost of Service Analysis	Rate Structure Development	Wholesale/Bulk Rate Analysis	Capacity Charges/Impact Fees	Miscellaneous Service Charges/Fees	Affordability Analysis/WARi 🏧	Debt Issuance Support	Litigation Support/Expert Witness Services	Capital Improvement Finance Planning	Custom Modeling & Tool Development	Financial Management & Benchmarking	Public/Stakeholder Engagement	Water/Wastewater Utility Valuation	Customer Billing & Demand Analysis	Regional Cost Allocation	Financial Policy Development	Special Assessments	General Fund Financial Sustainability Analysis	Ordinance/Service Agreement Assistance
, AL AL	Decatur Utilities Mobile Area Water and Sewer System	*	•	*	*		*	6		Ma		*	4	w és	1995 1995	*		0			6
AL AZ	City of Peoria	w æ	w A		Ψ¢r.			400		1		æ	424	•		*					÷
AZ	City of Tempe		*	*							*		۲	•		6	\$	*		, i e	۲
AZ	Town of Gilbert	*		*			۲				*	۲	۲	6		۲		۲			
CA	City of Coachella		•	œ		*	۲	۲	۲		*	۲	۰	۲		6	۲	۲			۲
CA	Coachella Valley Water District	\$	۲	۵	۲	۲	۲				*		۲	*		۲		۲			
ĊA	Moulton Niguel Water District	۲	۲	*	۲	@	۲				0	\$	\$	*		8		÷	•		*
со	City of Aurora	۲	۲	۲	•	*	0	۲	۲	۲	@	\$	0	۲	6	6	¢	۲			۲
со	City of Loveland	\$	۲	*	\$	0	۲				۲	۲		6		٨		۲			*
со	Colorado Springs Utilities		۲	۲		۲						0									۲
со	Pinery Water and Wastewater District	*	*	6	۲	۲	۲				٠	۲		۲		۲		۲			۲
FL.	Citrus County	*	۲	۲	۲					۶	۲	۲	۲	8	۲	۲					
FL	City of Cocoa	-	۲	*	۲	۲	-		®	٨	۴	۲	٥	6		۲	۲	۲		۴	۲
FL	City of Punta Gorda	۲	*	ø	۲	٠	۴				۲	۲	۵.	۲		۲		۲			۶
FL	City of Sarasota	۲	۲	۲	۲	۰	۲				۲	۲	۲	۲		۲		۲			8
FL	City of St. Pete Beach	۲				0	\$				۵.	\$	0	6				۲			٠
FL	Collier County	۲	٠	۲	۲	*	۲				٩	۲	۲	۲		٠					*
FL	Desoto County	۲		۲							۲	۲	۲	۲		۲		۲	\$		۲
FL	Marion County Utilities	۲	۲	۲	۲	۲	۵		۲		۲	۲	۵	*	۲	۲	. 👁	۲			۲
FL.	Toho Water Authority	۲	۲	۲	۲	۲	۲		۲		۲	۲	۲	۲		۲		۲			۲
GA	Athens-Clarke County	۲	۲	۲	۲						۲	۰.				8		۲			
GA	Bartow County	-	۲	۲		٠	۲		۲		۲	٠					٥	۲			
GA	City of Rome	۲	۲	۲	۲	۲	۲				۲	۲		0		۲		۲			
GA	Cobb County Marietta Water Authority	۲	*	۲	۲	۲	۲				۲	۲				۲	*	*			
GA	Forsyth County	۲	۲	۲	٩	ŝ	*				۲	۲	ŝ	۲		۲		۲			
GA	Glynn County	۲				۲	۲					۲	۲	۲							۲
IL.	City of Geneva	٠	\$	۲		۲	\$					۲		*				۲			
IL.	Village Downers Grove	۲	۲	۲		۲	۲	-				*		*				\$			
IN	City of Anderson	,						۵													øv.
IN	Muncle Sanitary District	•	.ger.	.gen	sec.	<i></i>					<i>2</i> 54	¢.	<i>ij</i> in.	đ×		æ		10-			99 Ak
KS	City of Olathe	*	۲		*	*	<i>M</i> a				*	*	\$	۳		*		¢			19 97
KY	Louisville Metropolitan Sewer District	gin.	ø	Øn		190 190	÷				÷	9	w.			桑		alla,			
KY	Sanitation District #1 of Northern Kentucky Jefferson Parish	@ *	۲	. @		÷					*		æ	<i>4</i> 12.		¥		ø			
	St. John the Baptist Parish*	*	, 	sta.									T A	*				т 48.			
LA		\$	*	4									\$	*				~@			

pi	ible presents a selection of our experience in oviding a full suite of financial consulting ices to clients throughout the United States.	Financial Forecasting & Revenue Requirements	Cost of Service Analysis	Rate Structure Development	Wholesale/Bulk Rate Analysis	Capacity Charges/Impact Fees	Miscellaneous Service Charges/Fees	Affordability Analysis/WARi TM	Debt Issuance Support	Litigation Support/Expert Witness Services	Capital Improvement Finance Planning	Custom Modeling & Tool Development	Financial Management & Benchmarking	Public/Stakeholder Engagement	Water/Wastewater Utility Valuation	Customer Billing & Demand Analysis	Regional Cost Allocation	Financial Policy Development	Special Assessments	General Fund Financial Sustainability Analysis Ordinance/Service Agreement Assistance
MA MA	Springfield Water & Sewer Commission	•	*	۰	۲			۲										۲		
MD	Up. Blackstone Water Poll. Abatement District Anne Arundel County	*		~		~		۲			*			@ 						49
MD	City of Rockville		8	*	499 1		*	<i>(</i> 75)			*		~	•		69		•		•
MD	St. Mary's County Metropolitan Commission	**	**	**	\$	Ŵ	**	**			80 1	87	*	*		49 40				
M	City of Ann Arbor		*	*	~	6	*	40 404	۵		编	*	*	÷		•	<i>(</i>)	**		*
M	City of Jackson		- -	*	*	4004		10/10	anto,	492	NP M	97 Ab	197	*	dia	*	*	w 6		
Mi	City of Manistee	۲	۲	۵	6	*	۵				*	÷		÷		•	w			æ
M	Livingston County			0	*		-				*	•		*		*		*		
MO	City of Columbia	۲			۲	۲	0					*	۲	°				*		
MS	Diamondhead Water & Sewer District	۲	۲	ø		۲	8				@	۲	•	۲		0		*		
NC	Broad River Water Authority	۲		۲	۲				۲		\$	۲		۲						
NC	Catawba County	۲		۲		۲					@	\$								
NC	Orange Water and Sewer Authority	۲	۲	۲	۲	۲	۲	۲	۲		۲	۲	۲	۲		•		٩		۲
NC	Town of Cary	-		۲					۲		۲	۲	۲			۲		۲		
NC	Union County	۲		۲					۲		۲	۶	۲			۲		۲		
NE	City of Omaha	۲	@	۲	-			۲	-		۲			0		0		۲		۲
NH	City of Portsmouth	1	۲	۲	۲	۲					*			۲		۲		۲		
NM	Albuquerque-Bernalillo Co. Water Auth.	*	۲	*	۲	۲	۲				۲	۲		۹		۲		۲		۲
NM	City of Las Cruces	*	\$	۲	۲						۰	۲		¢		۲		۲		۲
NM	City of Rio Rancho	۲	۹	۲	\$		۲				٩	0	۲			8		. @		۲
OH	Butler County Water and Sewer Dept.	۲	۲	\$	۲	۰				\$	۲	۲				۲	۲	۲		۲
OH	Mahoning Valley Sanitary District - Meander Water	*	۲	۲	\$						۲		۲	۲		ŵ	۲	۲		
он	Metropolitan Sewer District of Greater Cincinnati					*	٠								۲					
ОН	Northeast Ohio Regional Sewer District	*	0	*				-			۲	۰		۲			0	۵		۲
PA	City of Lancaster	*						-			۲									
SC	Charleston County	\$	۹	۲							۲	۲								۲
SC	Powdersville Water District	*	۲	۲		*	۵					8				@		۲		
SC	Town of Lexington	0	٠	۲	۲		۲				*	۰	6	9	۲	0		۲		۲
TN TX	Harpeth Valley Utilities District	۲	*	*	*	۲	•				*	۲	۲	•		٠	۲	•		\$
ТХ	City of Baytown City of Denton	*	()	*	æ		9				*	*	۲	•		•		•		۲
VA	Accomack County	*	₩.	. 19		~	*				₩ ·	*	*	•		•		*		~
VA	City of Chesapeake	*	æ	*	<i>#</i>	**	*	ar-		·	*	*	*	*		⑫ 		•		*
VA	Greene County	*	1	**	4	*	6j	\$			•	*	*	4		0		•		*
VA	Henrico County	*	æ	Ŵ	æ	*	ø	ŵ			*	*	*	~		æ	æ	*		40.
10		-1966	দ্য		\$	বাঁ	'tBF	<i>6</i> 99			497	Allit	199) 1991	9 <u>7</u> 38		8 8	1	169 1		97#

4



2. Live, Real Time Interactive, What if Model Capability

Our approach to conducing utility rate analyses is centered on our interactive decision support process that engages your staff, Board of County Commissioners, and key stakeholders. This approach **enhances the efficiency and effectiveness of the rate study process**. While our team will facilitate all aspects of the study, provide industry expertise, and give specific recommendations, we believe that County input is essential to achieving successful outcomes.

As evidenced by our understanding and approach to your scope of services, our years of experience working with the County, and our commitment to you as our client, Stantec's financial modeling tools and interactive process are the best choice for the County. It is vital for the study to reflect the unique nature and specific needs of the County, and it is vitally important that the County and key stakeholders participate along the way. Our interactive process effectively facilitates this input in an efficient manner while providing transparency and ultimately a comprehensive look at County's financial performance under multiple scenarios.

It is important to note that we are proposing to use the same approach and modeling tools we have used in the past for

Okaloosa County, providing your staff and Board of County Commissioners with comfort and confidence in an otherwise complex process as well as efficiencies from past model population and customization efforts.

Financial Management Planning Process

We will prepare an analysis to determine the revenue required to support utility operations, including capital spending. We will use our financial model to develop alternative long-term financial management plans for your water and sewer enterprise fund and will identify projected annual revenue requirements and corresponding plan of annual rate adjustments. We will examine historical operating expenses, growth and water use trends, alternative capital spending levels, debt service coverage ratios, levels of operating and capital reserves, and other financial policies that drive the revenue requirements of the enterprise fund.

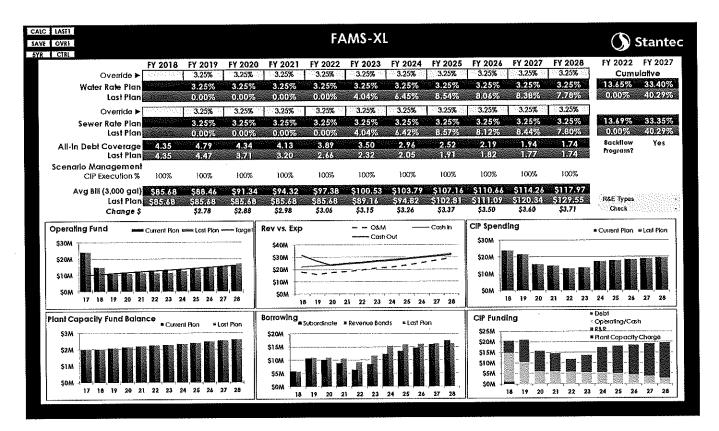
Through our experience with municipal utilities, along with our participation in industry groups and rating agencies, we are uniquely able to provide insight and recommendations for certain key financial policies related to debt coverage, reserve levels, and capital funding strategies.

In addition to evaluating financial policies and objectives, we will also evaluate alternative demand projections, cost escalation factors, changes in usage patterns, elasticity of customer demand in response to rate increases, and other variables that could affect the financial performance of each utility. Our modeling system allows for the distinction of revenue types by customer class that can also be grouped into fixed and variable components.

The financial planning module of modeling system provides a valuable capital planning tool that we will use to review the County's projections for capital expenditures and to evaluate the impacts of alternative projects, costs, timing, and funding sources. For all scenarios, the financial planning module will develop a funding plan, including the identification of the amount, timing, and type of borrowing required as may be necessary. We will examine each utility's use of debt versus cash financing for capital improvements and build a financing plan to support a sustainable balance of debt coverage and rate stabilization.

Closely related to this analysis is an examination of adequacy of reserves. Adequate reserves are fundamental to achieving financial stability and can help some systems to avoid sudden or disruptive rate adjustments in the face of unanticipated operating or capital needs or changes in demand. We will examine the County's current reserve balances and incorporate these balances and alternative reserve policies into the financial planning model and the conversations we will have regarding sustainability.

An example of a control panel/interactive dashboard used for the development of a ten-year financial plan for a water and sewer system is presented on the following page. The green bars and panels represent the "last" scenario evaluated, which was "just-in-time" rates, resulting in varying increases throughout the forecast starting in FY 2023. The blue bars and panels represent the "active" scenario, which includes a level plan of annual rate increases starting in FY 2019. The graph shows that the financial consequences of the earlier "level" plan of rate increases in the "active" scenario are acceptable, and that the rate increases provide smaller, more predictable customer impacts



Internal Quality Assurance and Control

At Stantec, we take pride in tailoring our teams to the specific project requirements, size, and complexity. Our experience enables us to anticipate possible problem areas and dedicate necessary resources where needed. Our project teams are highly experienced in stakeholder coordination, contract administration, task staffing and scheduling, budget management, quality control/peer reviews, decision-making coordination, and timely status reporting.

We'll work closely with you to understand the expectations for each project, to provide certainty in both project budgets and schedule, and to establish critical milestones and decision-making strategies for the study. Together we'll become an integrated team, confirming that your project runs smoothly and is delivered on time and on budget.

Budget Control: We know it's important to come in on budget. Our enterprise software application allows management of project expenditures through close monitoring. Our project managers access these tools regularly to track project costs and schedules. We draw on our extensive project knowledge base to provide early project scoping costs, updates, and final estimates to be sure we stay on budget.

Quality Control/Quality Assurance: At Stantec, we like to raise the bar on excellence. With our comprehensive quality program, we deliver services that have been through a detailed review, thereby limiting errors and omissions to provide you with high-quality products. We have the right approach to successfully deliver this project – including consistent checks throughout work products, project manager oversight, and independent reviewers dedicated to performing internal quality control reviews with our team prior to any work products being submitted to the County.

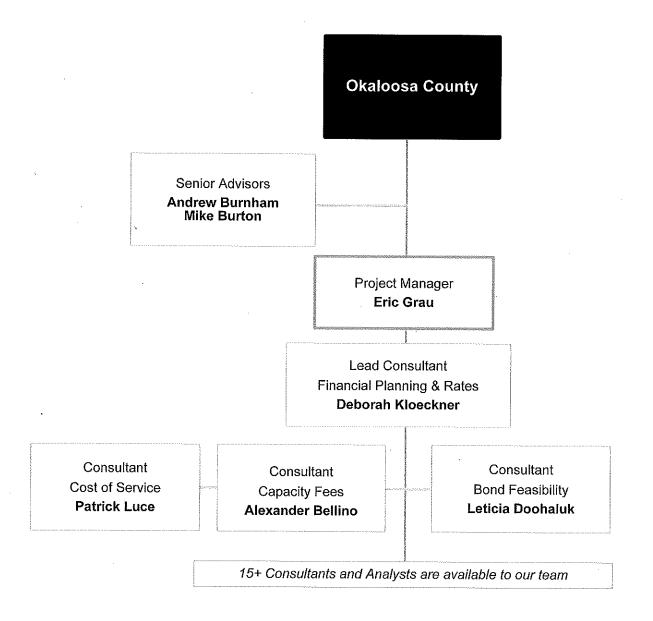


3. Staff Qualifications

We have carefully selected our project team to ensure excellent national and local experience in performing each of the tasks outlined in the Scope of Services for RFQ WS 56-19, including:

- Multi-Year Financial Management Plans and Revenue Sufficiency Analyses
- Cost of Service Allocations According to AWWA, WEF, and EPA Guidelines
- Retail and Wholesale Rate Structures
- Capital Planning and Funding Optimization
- Bond Feasibility Reports and Financial Policy Review
- Capacity Expansion Fees & Other Miscellaneous Service Charges

The following organization chart and corresponding table present the members of our project team. Resumes for each team member are presented thereafter, detailing the relevant qualifications and experiences. Note that all team members are employed by Stantec and no sub-consultants will be utilized.



Team Member	Role in the Project	Responsibilities
Eric Grau	Project Manager	 Eric will oversee the day-to-day activities of the project, managing our team to the issues and project schedule. He will control internal reviews with our team to ensure the quality and accuracy of all work products and will facilitate all meetings with staff and stakeholders.
Andrew Burnham Mike Burton	Senior Advisors	Andy and Mike will use their expertise in the industry to advise the team on appropriate methodologies for rate making, cost of service allocations, and policy objectives.
Deborah Kloeckner	Lead Consultant: Financial Planning & Rates	Deb will be responsible for leading data entry, model customization, and preparation of work products related to annual financial management and rate planning updates, including revenue sufficiency analyses, rate design, and review of all miscellaneous service charges. She will work at the direction of the Project Manager, in coordination with other project Consultants, and will oversee any work completed by Analysts.
Patrick Luce	Consultant: Cost of Service	Pat will be responsible for leading data entry, model customization, and preparation of work products related to cost of service studies. He will work at the direction of the Project Manager and in coordination with the Lead Consultant.
Alexander Bellino	Consultant: Capacity Fees	Alex will be responsible for leading data entry, model customization, and preparation of work products related to capacity expansion fee studies. He will work at the direction of the Project Manager and in coordination with the Lead Consultant.
Leticia Doohaluk	Consultant: Bond Feasibility	Leticia will be responsible for I preparation of work products related to bond feasibility studies. She will work at the direction of the Project Manager and in coordination with the Lead Consultant.

While our project team is currently performing similar work for other communities, we will dedicate and prioritize the necessary time and resources to complete the requested services within the allotted timeframe and in budget. As shown in the table above, our team can be supplemented with 15+ additional consultants and analysts, each with the experience necessary to complete the requested services.



Education

Bachelor of Science in Finance, University of Florida, Gainesville, Florida, 2004

Master of Business Administration, Focus in Finance, University of Florida, Hough Graduate School of Business, Gainesville, Florida, 2017

Publications

Sustainable Rate & Financial Practices. FGFOA Gulf Coast Chapter Presentation, 2017.

Utility Financing - New York Perspectives and Home-Grown Success Strategies. FWEA/FSAWWA Manasota Chapter Presentation, 2017.

Eric Grau Project Manager

Mr. Grau is a Principal at Stantec. He has nearly 15 years of experience in providing cost of service allocation analyses, long-term financial planning and sustainability analyses, development and evaluation of alternative rate structures, as well as the development of capacity charges for water, wastewater, reclaimed water, stormwater, solid waste, and recycling utility systems, and he has participated in or managed over 200 such studies. Eric has superior financial, business, and analytical skills, and has provided our consulting practice with financial analyses based upon applications of sound financial and economic concepts with an unparalleled attention to detail. Eric is skilled in the use of our interactive model and his technical skills have enhanced our interactive process. He has provided our clients with exceptional problem-solving analytics and a streamlined approach to financial planning and rate making.

Project Experience

Seminole County, Florida (Project Manager) Dates of Services: 2010 to Present

Mr. Grau has served as both a Project Consultant and Project Manager under a multi-year continuing services contract for the County where he performs annual revenue sufficiency analyses for the solid waste, water, and sewer utility systems. Each update includes development of ten-year financial plans for each system, identification of alternative plans of annual rate adjustments, review of alternative capital spending and operational scenarios, various other sensitivity analyses, and comparative rate surveys. The County desires annual reviews of its financial management plans and plans of annual rate adjustment to account for changes in customer growth, regulatory requirements, alternative water supply initiatives, and other key variables.

Orange County Utilities, Florida (Project Manager)

Dates of Services: 2008 to Present

Mr. Grau has served the County as both a Project Consultant and Project Manager since 2008, assisting the County every couple years to update its comprehensive water and sewer revenue sufficiency analysis, as well as the County's water and sewer capital charges. During these updates, Mr. Grau has used our model to develop multiyear financial management plans for the County's water and sewer enterprise fund. He has also assisted the County in the preparation of a financial feasibility report supporting the issuance of approximately \$90 million of revenue bonds critical to funding necessary system improvements.

Pinellas County, Florida (Technical Advisor)

Dates of Services: 2005 to Present Mr. Grau has served the County as a Project Consultant since 2005. He assisted the County during the development of a comprehensive water, wastewater and solid waste utility rate study, as well as several subsequent updates. During these studies, Mr. Grau has used our model to develop ten-year financial management plans for each of the separate water, sewer, and solid waste enterprise funds. He has also assisted County staff in evaluating the underlying cost of operations and conducted detailed cost allocation and overhead studies for the Utilities Department in support of the budget development process.

Okaloosa County, Florida (Project Manager)

Dates of Services: 2005 to Present Mr. Grau has served as both a Project Consultant and Project Manager for the County since 2005, annually updating the County's comprehensive water and sewer revenue sufficiency analysis. During these updates, Mr. Grau has used our model to develop ten-year financial management plans for the water and sewer enterprise fund. He has also participated in a reclaimed water utility rate study, the calculation of updated water and sewer impact fees, and preparation of a financial feasibility report supporting the issuance of approximately \$60 million of revenue bonds critical to funding necessary system improvements.

Peace River Manasota Regional Water Supply Authority, Florida (Project Manager)

Dates of Services: 2008 to Present Mr. Grau has served as the Lead Consultant for the Authority for 10 years. Annually, he manages updates to the financial projections and their rate model, which ensures that the Authority generates sufficient revenue to meet all of its requirements and that its rates fairly apportion its costs to its members/customer in accordance with terms of its Master Service Agreement. As part of services we provide, we have included the financial and rate implications of planning, construction and transition to the operation of a new reservoir in our analyses.

City of St. Petersburg, Florida (Project Manager)

Dates of Services: 2005 to Present Mr. Grau has served as both a Project Consultant

and Project Manager since 2005, annually updating the City's multi-year financial management and rate adjustment plans for water, sewer, reclaimed water, and stormwater services. During these updates, Mr, Grau has used our model to develop five to 20-year financial management plans for the City's water resources and stormwater enterprise funds, including detailed cost allocation analyses to isolate costs between water, sewer, and reclaimed water services and further allocation to retail and wholesale users to ensure fair and equitable rates that also conform to industry practices an legal precedent. Mr. Grau has also provided detailed analyses of historical customer and demand data, including development of multi-year projections of the same based upon current economic and environmental conditions.

City of Tarpon Springs, Florida (Project Manager)

Dates of Services: 2005 to Present Mr. Grau has served as both a Project Consultant and Project Manager since 2005, annually updating the City's comprehensive water and sewer and stormwater revenue sufficiency analyses. During these updates, Mr. Grau has used our model to develop ten-year financial management plans for the City's water and sewer, and stormwater enterprise funds. He has also participated in the calculation of water and sewer impact fees, a bulk water rate analysis involving the detailed allocation of water and sewer utility system costs among water customer classes, and preparation of a financial feasibility report supporting the issuance of approximately \$36 million of revenue bonds critical to funding construction of a reverse osmosis water treatment plant. While the City has in place approved multi-year plans of annual water, sewer, and stormwater rate increases, the City still desires annual reviews of its financial management plans and plans of annual rate adjustments to account for changes in customer growth, regulatory requirements, and other key variables.



Education

Bachelor of Business Administration, Lake Superior State University, Sault Ste. Marie, Michigan, 2000

Memberships

Rates and Charges Committee, American Water Works Association

Financial Accounting & Management Controls Committee, American Water Works Association

Management Committee, Water Environment Federation

Government Finance Officers Association, Florida Section

Utility Resource Management Committee, National Association of Clean Water Agencies

Publications & Presentations

Can Conservation Rates be Tied to the Cost to Serve? American Water Works Association Annual Conference & Exposition, Philadelphia, PA, 2017.

Features of Successful Inclining Block Water Conservation Rate Structures. Texas Water Conservation Association Annual Meeting, Austin, TX, 2015.

Cost-of Service Based Conservation Rates, Evolving from Art to Science. Utility Management Conference, Tampa, FL, 2017.

Andrew Burnham

Senior Advisor

Mr. Burnham is the Vice President and Global Practice Leader of Financial Services at Stantec. Andy has extensive experience in personally conducting as well as overseeing cost of service allocations, long-term financial planning analyses, and development of alternative rate structures for a variety of utility systems, including water, wastewater, reclaimed water, stormwater, solid waste, recycling, electric, and natural gas. He has been recognized as an industry expert as part of providing testimony in utility rate-related regulatory proceedings in multiple states and territories (including Florida, Michigan, Arizona, and the United States Virgin Islands), as well as before the Federal Energy Regulatory Commission. He has led over 500 studies for 150+ local governments and has supported the issuance of \$1 billion of bonds for projects in the past 5 years.

Mr. Burnham is currently serving on multiple AWWA and WEF Committees and was actively involved in the recent update to AWWA Manual M1 – Principles of Water Rates, Fees and Charges, notably in regard to outside-city retail rates, wholesale rates, and reuse rates.

Project Experience

City of Clearwater, Florida (Project Manager)

Dates of Services: 2004 to Present

Mr. Burnham has served as Project Manager for the City's annual water, sewer, reclaimed water, solid waste, and recycling and stormwater rate studies. Each year, he oversees a detailed analysis of historical customer demand data, including the development of multi-year projections of the same based upon current economic and environmental conditions. As part of each study, a multi-year financial forecast and rate adjustment plan is developed for each utility. Mr. Burnham also developed rate structures for the City that ensure fair and equitable rates and conformance to accepted industry practice and legal precedent. Each study included presentations of the results to City management, elected officials, and stakeholders.

City of Galveston, Texas (Project Manager)

Dates of Services: 2014 to Present

Mr. Burnham served as the Project Manager for the City for a comprehensive water and sewer rate study. He developed alternative multi-year financial management plans and notably also assisted the City in making substantial rate structure changes designed to promote affordability for low volume users, conservation for higher volume users, and enhance conformance with accepted industry practices.

Orange Water & Sewer Authority, North Carolina (Project Manager)

Dates of Services: 2008 to Present

Mr. Burnham has served as Project Manager for OWASA for water, wastewater, and reclaimed water financial consulting services for nearly ten years. He has conducted several studies including several longterm financial plans, detailed cost allocation to support rate design, evaluation of affordability for lowincome users, and bond feasibility studies.

City of Manistee - Cost of Service Rate Study, Michigan (Project Manager)

Dates of Services: 2014 to Present Mr. Burnham served as Project Manager for a comprehensive water and sewer cost of service rate study for the City (which had no record of having ever conducted a formal rate study). A detailed cost of service allocation to determine the proper allocation of costs between 1) the water and sewer systems, and 2) the users of each system located within and outside of the City (which ultimately reflected the use of the utility basis of ratemaking for outside city users) was conducted. Multiple presentations were made to various customer groups (notably outside City users).

Town of Gilbert, Arizona (Project Manager)

Dates of Services: 2014 to Present

Mr. Burnham served as the Project Manager for a comprehensive Water, Sewer, Reclaimed Water, Environmental Services (Sanitation), and Stormwater Rate Study (Study) for the Town. As part of the study, for each utility system, we performed a revenue sufficiency analysis, detailed cost of service allocation, and rate structure analysis. We developed several modifications to the Town's existing rate structures, notably including a new inclining block water rate structure. Mr. Burnham also completed a detailed cost allocation study for the wastewater system and performed a stormwater rate program feasibility study.

City of Olathe, Kansas (Project Manager)

Dates of Services: 2016 to Present Mr. Burnham is currently serving as the Project Manager for a Comprehensive Utility Rate Study for the City. For each service – including Solid Waste, Water, Sewer, and Stormwater – we are developing customized financial models including ten-year financial plans and identification of alternative plans of rate adjustments, reviews of alternative capital spending and operational scenarios, and other sensitivity analyses. Mr. Burnham is currently in the process of performing detailed cost allocation analyses for each fund and will use the results of the cost allocation to develop alternative rate structures to ensure the City is charging fair and equitable rates for each service.

City of Greenfield, California (Project Manager) Dates of Services: 2015 to 2017

The City of Greenfield is a central coast agricultural community. Mr. Burnham served as Project Manager during the conduct of a comprehensive water and wastewater rate study for Greenfield. Rates were designed to fund the utility's long-term projected costs of providing service while proportionally allocating costs among customers, providing a reasonable and prudent balance of revenue stability, and complying with the substantive requirements of California Constitution Article XIII D, Section 6 (Prop 218).

JEA, Jacksonville, Florida (Project Manager)

Dates of Services: 2015 to Present Our engagement was focused on the costs of treating landfill leachate from the City of Jacksonville's two primary landfills. JEA's largest treatment plant, the Buckman Wastewater Treatment Facility, received approximately 19 million gallons of leachate last year, and the cost implications of this service are significant. Our analysis documented the impacts at the Buckman facility and provided a cost basis for use by JEA in discussing a significant increase in charges over what has been being paid. Our analysis also provided information on potential alternatives to the current arrangements, including on-site treatment at the landfill locations.

TOHO, Florida (Technical Advisor)

Dates of Services: 2010 to Present Mr. Burnham has served as Technical Advisor or project manager under a continuing services contract for the Toho Water Authority since 2010. We have performed a variety of services, including a comprehensive reclaimed water cost of service and rate design. The study included a detailed cost allocation analysis that allocated the Authority's system costs to the reclaimed water service, evaluated the current level of cost recovery from existing reclaimed water rates and examined alternative rate designs for the Authority retail reclaimed water rates. The Authority adopted the recommendations developed during the study.



Education

Bachelor of Industrial Engineering, University of Florida, Gainesville, Florida, 1970

Memberships

Rates and Charges Committee, American Water Works Association

Member, Water Environment Federation

Publications

Developing Rate for Small Systems, Co-Authored 1st Edition. AWWA Manual M54, 2004.

Effective Water Conservation Rate Structures. Presented to the St. Johns River Water Management City (Palatka, FL), 2017.

The Relationship Between Affordability and Conservation Pricing (San Antonio, TX). AWWA Annual ACE Conference, 2017.

Funding Total Water Management (Co-Author, Orlando, FL). Florida Section of the AWWA Conference, 2017.

Central Florida Alternative Water Supply Strategy Workshop of Water Management Districts and My Region. Served on a Select Panel of industry experts as a Water Resources Economics and Pricing Panelist (Orlando, FL), 2017.

Michael Burton

Senior Advisor

Mr. Burton has over 37 years of utility financial planning and rate experience for water, wastewater, reclaimed water, stormwater, solid waste, and recycling systems. He served for seven years on the AWWA Rates and Charges Committee where he co-authored AWWA Manual M54 - Developing Rates for Small Systems. In addition, Mr. Burton is a foremost authority in the State of Florida in the development of special non-ad valorem assessments for fire rescue, roads, stormwater and others specialty assessments such as street lighting, canal dredging, etc.

Mr. Burton has personally conducted and/or managed over 700 studies for local government covering water resources utility rate studies, special non-ad valorem assessment studies and integrated funding analysis for cities, counties and special districts in which he developed Sustainable long range financially plans. He has extensive experience performing cost of service studies for a variety of utility systems employing accepted industry practices that best match the specific system parameters and resources of each respective community.

Project Experience

Seminole County, Florida (Technical Advisor) Dates of Services: 2010 to Present

Mr. Burton has served as Technical Advisor under a multi-year continuing services contract for the County where our team performs annual revenue sufficiency analyses for the solid waste, water, and sewer utility systems. Each update includes development of ten-year financial plans for each system, identification of alternative plans of annual rate adjustments, review of alternative capital spending and operational scenarios, various other sensitivity analyses, and comparative rate surveys. Mr. Burton provides our team with his industry expertise throughout the conduct of each study.

City of Chesapeake, Virginia (Senior Advisor) Dates of Services: 2011 to 2017

Mr. Burton served as Technical Advisor for all work completed during a comprehensive cost of service and rate study for the City's water and wastewater utility. During the Study, Mike oversaw our project team in the development of a ten-year financial management plan and plan of annual rate adjustments. He recently oversaw an update to the original study, which included an updated financial plan and analysis of the financial impacts of a wastewater collection system regionalization initiative.

Toho Water Authority, Florida (Senior Advisor)

Dates of Services: 2010 to Present

Mr. Burton currently serves as the Technical Advisor under a continuing services contract with the Authority that includes financial studies for water, wastewater and reclaimed water utilities. Mr. Burton has been involved with the development of a tenyear financial management plan and a uniform conservation rate structure that merged the disparate water and wastewater rates within six rate districts. He assisted in the development of a plan for immediate conversion to a common rate and alternative plans for migration to a common rate over multiple years. He contributed to an update to the Authority's financial management plan, review of its system development charges, and led the analysis of new retail and bulk reclaimed water rate structures.

James City Service Authority, Virginia (Senior Advisor)

Dates of Services: 2014 to 2017

Mr. Burton served as a Technical Advisor for all work completed during a comprehensive cost of service and rate study for the City's water and wastewater utility. During the Study, he provided guidance related to the development of a ten-year financial management plan and plan of annual rate adjustments that were necessary to meet all of the utility's financial obligations in each year of the projection period, including analysis of alternative capital improvement programs and funding sources. He assisted during interactive work sessions with staff in order to educate them on the drivers of the necessary rate increases.

City of Cocoa, Florida (Senior Advisor)

Dates of Services: 2009 to Present Mr. Burton has served as the Project Principal for the City since 2009 during which he has conducted a variety of financial consulting services for the City's utility and general funds. He oversaw a comprehensive water, wastewater, and reclaimed water cost of service and rate study, and subsequent updates to the multi-year financial plans. Most recently, he conducted an integrated financial sustainability analysis, including the General Fund, the Water and Sewer Fund, and a Fire Assessment. The analysis identified an integrated solution to the identified budget shortfall that involved a transfer from the water and sewer fund to the General Fund and an increase in the fire assessment to fund the portion of additional staffing, facilities and equipment that cannot be funded by the general fund. Mike also completed an update to the fire assessment in conformance with the plan developed in the integrated financial sustainability analysis.

City of Fort Lauderdale, Florida (Senior Advisor)

Dates of Service: 2009 to Present Mr. Burton has served as an Advisor to our team during several rate and financial related studies for the City. During a review of their water and wastewater utility financial plan, Mr. Burton introduced the City Manager to our financial sustainability model for general funds. After that, the City retained us to develop a ten-year financial sustainability model to help the City Commission understand the depth of the financial challenges and develop a plan that would create a sustainable future. In the ensuing project that was managed by Mr. Burton we projected cash flow deficits that would deplete reserves within several years without changes. During several interactive work sessions working closely with the city staff, we identified a two-part solution with a cost reduction and a revenue enhancement to provide for financial sustainability for the 10-year projection period. We provided an integrated financial sustainability analysis for eight total funds (General Fund, all utility funds, and special revenue funds), stormwater rate structure analysis, canal dredging assessment, solid waste, and canal dredging assessment, solid waste utility revenue bond feasibility reports.

City of New Port Richey, Florida (Senior Advisor) Dates of Service: 2013 to Present

The City retained us to conduct an integrated financial sustainability modeling analysis of the CRA and the General Fund and Mr. Burton managed the project. We determined what level of new development within the CRA would be required as the result of economic development initiatives for the property value within the CRA to increase to the point where the increased ad valorem revenue received by the CRA would allow it to be able to pay the debt service to the General Fund, thus providing a positive cash transfer to the General Fund and providing for long term financial sustainability of both funds.



Education

Bachelor of Arts, Economics, University of Colorado, 2016

Deborah Kloeckner

Lead Consultant – Financial Planning & Rates

Deborah is a Consultant with a background in economic analysis and financial forecasting. She works primarily with water, wastewater, and stormwater utilities, assisting in financial planning and rate studies. Her skills include developing and customizing revenue sufficiency, cost allocation, and rate design models.

Deborah has also been involved with several impact fee and ancillary charge studies, bulk rate analyses, and financial benchmarking studies. Deborah is also experienced in statistical research, providing in-depth analysis of a community's socioeconomic condition, which plays an important role in financial capability assessment and affordability studies she conducts.

Project Experience

Okaloosa County, Florida (Consultant)

Dates of Services: 2017 to Present

Deb has served as both a Project Consultant for the County since 2017, annually updating the County's comprehensive water and sewer revenue sufficiency analysis. During these updates, Deb has used our model to develop ten-year financial management plans for the water and sewer enterprise fund.

Pinellas County, Florida (Consultant)

Dates of Services: 2018 to Present

Deb performed an in-depth analysis of water, wastewater, and reclaimed water systems' revenue requirements, including operating, capital, and debt service costs. She allocated costs to wholesale and retail customer classes based on usage characteristics. She assisted our team to develop rate structure modifications based on fixed cost recovery targets for each system.

City of Venice, Florida (Consultant)

Dates of Services: 2018 to Present

Deb served as Consultant for a recent revenue sufficiency and cost allocation analysis to determine appropriate user rates. She developed a phased implementation plan to increase cost recovery for reclaimed water system and equitably recover revenues from customers. She used capital asset data and projected capital investment costs to calculate development fees for water and sewer systems.

Pure Cycle Water, Colorado (Analyst)

Dates of Services: 2016

Deb designed residential and commercial rate calculators for the water district using industry best practices. She used statistical analysis to determine appropriate water usage and fees.

City of Akron, Ohio (Technical Writer) Dates of Services: 2015

Deb assisted as a technical writer for an integrated plan and Financial Capability Assessment reports, which proposed an integrated planning approach to meeting EPA compliance of sewer system. The approach included developing alternative, costsaving projects, such as green infrastructure controls, to lessen the burden on ratepayers while meeting environmental and community objectives. The study proposed an extended timeline for compliance based on community affordability.

City of Bismarck, North Dakota (Project Manager)

Dates of Services: 2018 to Present

Deb used financial information, revenue estimates, and expense projections to determine revenue sufficiency and levels of needed rate increases for the City. She synthesized billing data and Advanced Metering Infrastructure (AMI) data to determine customer usage characteristics and appropriate customer classes. She ten allocated costs to customer groups based on functional system costs and usage patterns. She then analyzed and compared rate structure options for each class to equitably recover revenues from customers. Finally, she performed a customer impact analysis, presented results, and incorporated feedback from. Community stakeholders.

Northeast Ohio Regional Sewer District, Ohio (Analyst)

Dates of Services: 2015 to 2016

Deb served as Consultant in a recent Affordability Analysis for NEORSD where she analyzed socioeconomic characteristics to determine appropriate bill assistance programs. She provided research on relevant EPA guidelines to encourage use of a tailored approach to financial planning.

City of Rockville, Maryland (Analyst)

Dates of Services: 2016 to 2018 Deb served as a Project Analyst on a recent study for the City. She assisted with updating and customizing the City's water and sewer financial models to help them meet their long-term financial goals. She also participated in meetings with City Staff to discuss models and address current and future needs.

Fort Collins-Loveland Water District/South Fort Collins Sanitation District, Colorado (Analyst) Dates of Services: 2016 to 2017

Deb prepared system development fee models for the water and sewer districts. She evaluated the capacity and value of the current system as well as those of future capital improvements. As part of the study, she calculated an appropriate raw water dedication fee. Finally, she assisted with determining how to equitably charge costs to multi-family developments.

Western Area Water Supply Authority, North Dakota (Analyst)

Dates of Services: 2017 to 2018

Deb served as the Consultant on a recent study for the Authority. She used historical and projected growth data and estimated market prices to determine appropriate rates for industrial water sales. She participated in presentations to State and Authority officials to summarize the recommendations of the study.

City of Tempe, Arizona (Analyst)

Dates of Services: 2017 to Present Deb served as an analyst and updated financial assumptions to promote financial stability of the water, wastewater, and solid waste utilities. She created user manuals for finance plans and trained utility managers on its use.

City of Wildwood, Florida (Analyst)

Dates of Services: 2016 to 2017

Deb used financial and system data to develop a financial plan for the City's water and sewer utility. She designed and recommended bulk water and sewer rates for service to a local community development district.



Education

Bachelors in Economics and Finance, University of Tampa, Tampa, Florida, 2013

Masters of Economics, University of South Florida, Tampa, Florida, 2015

Publications

Are Rates Really Contributing to the Ongoing Reductions in Water Use? (Alternative presentation). American Water Works Utility Management Conference, 2017.

TOHO Water Authority's Unique Approach to Pricing Irrigation Water. *Florida Water Resource Conference*, 2018.

Pricing Water In The Sunshine State...An Individualized Approach That Makes Sense. *The Utility Management Conference*, 2018.

Patrick LUCe Consultant – Cost of Service

Mr. Luce is a Consultant with Stantec. He has experience in populating and customizing the long-term financial planning, cost allocation, rate design, impact fee, and miscellaneous service fee modules of our FAMS-XL modeling system. He has superior financial, business, and analytical skills and has provided our clients with exemplary financial analysis based on application of sound financial and economic concepts.

Patrick has strong Excel modeling skills and has experience working with large data sets and financial models, including our interactive FAMS-XL model. He has been involved in recent engagements requiring substantial model customization and in providing ongoing support services to our clients using our financial forecasting module.

Project Experience

Seminole County, Florida (Consultant) Dates of Services: 2015 to Present

Mr. Luce has served as the Consultant for the County since 2015 under a multi-year continuing services contract. He works at the direction of our Project Manager to perform annual revenue sufficiency analyses for the solid waste, water, and sewer utility systems. Each update includes development of ten-year financial plans for each system, identification of alternative plans of annual rate adjustments, review of alternative capital spending and operational scenarios, various other sensitivity analyses, and comparative rate surveys. The County desires annual reviews of its financial management plans and plans of annual rate adjustment to account for changes in customer growth, regulatory requirements, alternative water supply initiatives, and other key variables.

Peace River Manasota Regional Water Supply Authority, Florida (Consultant)

Dates of Service: 2015 to Present

Mr. Luce has served as the Consultant for the Authority during which he derived a long-term rate plan for the Authority's various wholesale clients. In this process he has analyzed the Authority's budgeting process and addressed the impacts of the system's operations on the wholesale clients.

City of Safety Harbor, Florida (Consultant)

Dates of Service: 2015 to Present

Mr. Luce has served as the Consultant for the City during which he conducted a revenue sufficiency analysis, rate design analysis, and cost of service analysis for the City's Utility System including its Water and Sewer Fund, Stormwater Fund, and Solid Waste Fund. During this process, he helped the City address significant revenue needs while minimizing impacts to the customers.

City of St. Petersburg Beach, Florida (Consultant)

Dates of Service: 2015 to Present

Mr. Luce has served as the Consultant for the City during which he conducted an impact fee study for the City's Sewer Fund. Mr. Luce was responsible for analyzing the Utility's total system fixed assets to calculate appropriate charges for connecting to the system.

Toho Water Authority, Florida (Consultant) Dates of Service: 2015 to Present

Mr. Luce has served as the Project Consultant for the City during which he conducted an allocationbased rate design for the Authority's reclaimed customers with meter sizes two inches or larger. He developed a modelling process to create unique tiers for each individual customer based upon the unique environmental and locational data. In doing so, he analyzed the area's evapotranspiration data, derived beneficial rainfall based upon the available water storage of each soil type throughout the area, and researched applicable crop coefficients and irrigation efficiency. Upon developing the appropriate irrigation allocations, Mr. Luce assisted the Authority in developing marketing materials and tools to help the effected customers understand the rate design process and the bill impacts.

Anne Arundel County, Maryland (Consultant)

Dates of Service: 2016 to Present Mr. Luce has served as the Consultant for the County during which he conducted an analysis of the acquisition of a private wastewater treatment plant. Mr. Luce analyzed various scenarios regarding the timing of the purchase, the funding of the purchase, and the operations of the plant, and presented the results such that the County could approach the asset purchase effectively.

City of Fort Myers, Florida (Consultant) Dates of Service: 2015 to Present

Mr. Luce has served as the Consultant for the City during which he conducted an impact fee study for the City's Water and Sewer Fund. Mr. Luce was responsible for analyzing the Utility's total system fixed assets to calculate appropriate charges for connecting to the system.

Marion County, Florida (Consultant)

Dates of Service: 2015 to Present Mr. Luce has served as the Consultant for the County during which he conducted a revenue sufficiency analysis for the County's Water and Sewer Fund. Mr. Luce was responsible for developing a multi-year financial model for the fund and assisted the County in determining appropriate borrowing and rate needs.

City of Naples, Florida (Consultant)

Dates of Service: 2015 to Present Mr. Luce served as the Consultant for the City during which he conducted a revenue sufficiency analysis for the City's Water and Sewer Fund. Mr. Luce was responsible for developing a multi-year financial model for the fund with a particular emphasis on the effects of the City's recently implemented reclaimed water program.

City of Lake Worth, Florida (Consultant)

Dates of Service: 2015 to Present Mr. Luce has served as the Project Consultant for the City's assessment of the acquisition of a private water utility. He valuated the utility based upon an income approach assessing the cash inflows and outflows and modeled the impacts of purchasing the utility in the City's long term financial plan.



Education Bachelors in Finance, University of Florida, Gainesville, Florida, 2014

Masters of International Business, University of Florida, Gainesville, Florida, 2015

Alexander Bellino

Consultant – Capacity Expansion Fees

Mr. Bellino is a Consultant with Stantec. in populating and customizing the long-term financial planning, cost allocation, rate design, impact fee, and miscellaneous service fee modules of our FAMS-XL modeling system. He has superior financial, business and analytical skills and has provided our clients with exemplary financial analysis based on application of sound financial and economic concepts.

Project Experience

City of Pembroke Pines, FL (Project Manager) Dates of Services: 2015 to Present

Mr. Bellino served as the Project Analyst for the City during which he conducted a revenue sufficiency analysis, rate structure analysis, and a cost allocation analysis for the water and sewer system. Using our financial model, he developed nine alternative multi-year financial management plans through the construction of a scenario cost analysis related to the City's wastewater treatment charges and possible capital improvement project costs. He also participated in interactive work sessions to review the analyses with City staff.

City of St. Petersburg, Florida (Consultant)

Dates of Services: 2015 to Present

Mr. Bellino annually updates the City's multi-year financial management and rate adjustment plans for water, sewer, reclaimed water, stormwater, and starting in 2018, sanitation services. During these updates, Mr. Bellino has used our FAMS-XL model to develop five to 20 year financial management plans for the City's water resources, stormwater, and sanitation enterprise funds, as well as detailed cost allocation analyses to isolate costs between water, sewer, and reclaimed water

services and further allocation to retail and wholesale users to ensure fair and equitable rates that also conform to industry practices an legal precedent. Mr. Bellino has also provided detailed analyses of historical customer and demand data, including development of multi-year projections of the same based upon current economic and environmental conditions.

JEA, Jacksonville, Florida (Consultant)

Dates of Service: 2018 to Present

Mr. Bellino developed a modular cost of service analysis model to reflect the appropriate distribution of the water and sewer system costs to customer classes based on observed usage profiles. Mr. Bellino reviewed current revenue collection by customer class to ensure the appropriate recovery of system costs for each customer class, utilizing cost allocation factors such as average day demand, maximum day demand, peak hour usage, and other factors.

Brunswick-Glynn County Joint Water and Sewer Commission, Georgia (Analyst)

Dates of Service: 2015 to Present Mr. Bellino has served as the Project Analyst for all work completed for the JWSC, including the revenue sufficiency analysis, rate structure analysis, and development of Capital fees (impact and tap fees) for the Water and Sewer Funds. During his time, we have 1) developed a ten-year financial management plan for the water and sewer systems within the JWSC's two districts (i.e. City of Brunswick and Glynn County), 2) developed a Capital Fee Model that calculates impact and tap fees for the water and sewer systems based on the cost to additional capacity ratio associated with all expansionary projects scheduled within a fifteen-year forecast horizon, 3) developed a uniform conservation rate structure for its two service districts, and 4) prepared a detailed rate manual for use by the JWSC that explains the purpose, intent, and structure of all its rates, fees, and charges.

Town of Cary, North Carolina (Analyst)

Dates of Service: 2015 to 2017

Mr. Bellino served as the Project Analyst for a Bond Feasibility Study for the Town which included the development and updating of the Financial Model. He also constructed a customized FAMS-XL User Manual for the Town at the conclusion of the Feasibility Study. Mr. Bellino worked closely with our project team to prepare a bond feasibility report consistent with prior reports.

City of Port St. Joe, Florida (Analyst) Dates of Service: 2015

Mr. Bellino has served as the Project Analyst for the City for an update of the water and sewer revenue sufficiency analysis. Using our financial model, he developed several alternative multi-year financial management plans and corresponding water and sewer rate revenue adjustment plans which we reviewed in interactive work sessions with City staff.

City of Fort Lauderdale, Florida (Consultant) Dates of Service: 2015 to Present

Mr. Bellino has served as the Project Analyst for a long-term financial modeling and sustainability analysis for the City, in which he has updated and maintained the revenue sufficiency analysis and corresponding reports for its General Fund and seven separate major funds (Water/Sewer, Regional Wastewater, Stormwater, Sanitation, Airport, Parking, and Building funds). He also constructed and maintained detailed assumptions workbooks for the City's eight funds, which are used regularly by City staff.

City of Chesapeake, Virginia (Analyst)

Dates of Service: 2016 to Present Mr. Bellino annually updates the City's water and wastewater annual revenue sufficiency analysis and ten-year financial management plan and plan of annual rate adjustments. The analyses include many "what if" scenario modeling for capital spending, with a focus on meeting debt coverage requirements while being cognizant of affordability.



Education

Masters of Business Administration, Specialization in Finance, Rollins College, Winter Park, Florida, 2005

Bachelors of Science in Business Administration, Minor in Economics, University of Florida, Gainesville, Florida, 2003

Publications

Rate Setting and Financial Planning for Water Utilities. A Lorman Live Webinar, 2017.

Presentations

North Carolina System Development Fee Fire Drill. *Utility Management Conference*, 2019.

Leticia Doohaluk

Consultant – Bond Feasibility

Leticia is a Managing Consultant with Stantec Financial Services and has over six year of municipal consulting experience. Leticia has conducted and overseen several types of utility rate analysis, special assessment studies, integrated financial sustainability and general fund analysis. Leticia specializes in long-term financial planning and sustainability, cost of service, system development/impact fees, capital finance planning, bond feasibility and state loan applications. Her experience includes general government, water, wastewater, solid waste, stormwater and electric utilities. Leticia has superior financial, business, and analytical skills and has continuously provided our clients with exemplary financial analysis and consulting based upon applications of sound financial and economic concepts. Leticia has strong Excel modeling skills and has over 12-years of experience working with large data sets and financial models.

Project Experience

City of Lake Worth, Florida (Project Manager) Dates of Service: 2013 to Present

Leticia has served the City since 2013 as an analyst, consultant and currently as a Project Manager for a variety of financial analysis projects. As a Project Manager, she has led the development of financial / sustainability plans for seven of the City's Enterprise Funds (including Water, Local Sewer, Regional Sewer, Electric, Sanitation, Stormwater and Beach Fund) as well as the City's General Fund. This "integrated analysis" involves the customization of eight separate financial models which are then linked to one another. Through this process, Leticia helps City leadership evaluate alternative scenarios for each fund, study the consequences of these decisions within each fund, and review the combined effects of decisions made within each fund to the City's financial future as a whole.

City of Clearwater, Florida (Consultant)

Dates of Service: 2014 to Present

Leticia has served the City since 2014 as an analyst, consultant and currently as a Project Manager. As a Project Manager, she has led the development of ten-year financial management plans and plan of annual rate adjustments for the City's Water and Sewer, Solid Waste & Recycling and Stormwater funds.

City of Chesapeake, Virginia (Project Manager)

Dates of Service: 2013 to Present

Leticia has worked with the City since 2013. Most recently, she has served as a Project Manager for the City's water and wastewater annual revenue sufficiency analysis update and developed a ten-year financial management plan and plan of annual rate adjustments. The analysis included the sensitivity of multiple levels annual capital spending and focused on ensuring minimum debt coverage and bond pro forma presentation requirements were met.

Town of Cary, North Carolina (Project Manager) Dates of Service: 2014 to Present

Leticia has served the Town since 2014 as an analyst, consultant and currently as a Project Manager. Since then, Leticia has performed two bond feasibility studies and annual updates to the Town's multi-year financial forecast/analysis. In support of the Town's water and wastewater 2015 Bond issuance, Leticia developed a multi-year financial forecast/analysis. The analysis included a capital financing plan that compared alternative financing options for capital projects in order to minimize the rate impacts on existing rate payers as well as to comply with existing bond covenants. In support of the Town's water and wastewater 2017 Bond, Leticia performed a second feasibility study for the Town. Since 2014, Leticia has performed annual updates to the Town's multi-year financial forecast.

Union County, North Carolina (Project Manager) Dates of Service: 2016 to Present

Leticia has served the County since 2016 as a consultant and currently as a Project Manager. Since then, Leticia has assisted the County with two bond feasibility studies for a combined issuance of approximately \$175M in various water & sewer projects costs. Additionally, Leticia performed a system development fee study to ensure compliance with the Public Water and Sewer System Development Fee Act of 2017.

Brunswick-Glynn County Joint Water & Sewer Commission, Georgia (Consultant)

Dates of Service: 2014 to Present Leticia has served as a Project Consultant for the JWSC since 2014. During that time, she has 1) developed annual ten-year financial management plans for the water and sewer systems within the JWSC's two districts (i.e. City of Brunswick and Glynn County), 2) prepared loan and bond feasibility reports, 3) calculated updated water and sewer capital tap fees (impact fees) for each district, 4) developed a uniform conservation rate structure for its two service districts, and 6) prepared a detailed rate manual for use by the JWSC that explains the purpose, intent, and structure of all its rates, fees, and charges.

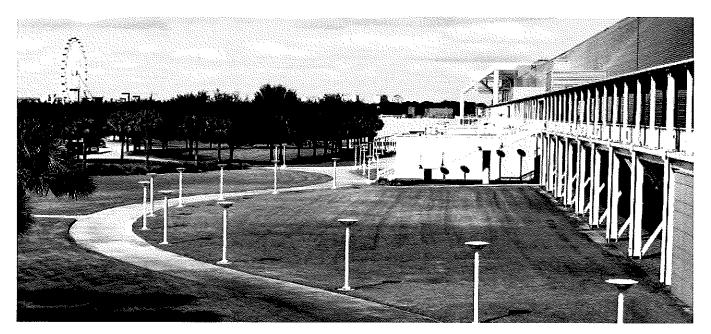
City of Denton, Texas (Consultant)

Dates of Service: 2014 to Present Leticia served as the Project Consultant for a comprehensive cost of service and rate design study for the City's water utilities. In her role, Leticia assisted in the evaluation of the current rate structures for each customer class and development of modifications to provide for fair and equitable recovery of the revenue requirements. Leticia developed a ten-year financial management plan, including identification of annual percentage rate revenue adjustments, amount and timing of required borrowing to fund the capital improvement program, establishment of proper reserve levels, and maintenance of adequate debt service coverage levels. An important component in the development of the financial management plan for the City is the issue of revenue volatility due to weather conditions and demand reductions.



4. Florida Experience

Stantec's Financial Services practice has its roots in Florida, and proudly serves over 100 communities throughout the state. While a listing of some of those projects was presented in Section 1, this section presents detailed project descriptions for a few recent and relevant rate consulting services provided by Stantec within the State of Florida.



Utility Rate & Other Financial Services

Orange County, Florida

We have served as the County's rate consultant for over 20 years, and during that time have assisted with a variety of initiatives, including:

- 1. Multiple water, wastewater, and irrigation revenue sufficiency analyses to ensure adequate revenue to meet the projected cost requirements of the system
- 2. Periodic water and wastewater impact fee (connection fee) studies
- 3. Water and sewer rate structure analysis
- 4. Reclaimed water cost of service and pricing study
- 5. Bond feasibility reports
- 6. Compound meter and dedicated fire line fee evaluation

The recommendations from our services have generally been implemented and the utility has been able to maintain a very good credit rating with low rates and annual rate adjustments due in large part to the proactive financial management and rate-setting process we facilitate. We are currently under a three-year continuing services contract with the County to provide utility rate and financial planning services on an as needed basis.

Recently, we supported the County during the issuance of Water and Wastewater Utility Revenue Bonds to fund future water and sewer capital requirements and to reimburse prior funds used for capital expenditures already incurred. We prepared a Financial Feasibility Report, reflecting the results of a utility bond feasibility study, to be appended to the final Official Statement.

To initialize the utility bond feasibility study, we first conducted a revenue sufficiency analysis to ensure adequate revenue was being generated by the County's 3% annual indexing adjustment and then worked with County staff to develop alternative capital funding scenarios, each one differently impacting projected future financing requirements and level of annual capital spending. Upon determining the County's optimal capital financing plan, the results of this analysis yielded a five-year forecast that served as the basis of the Financial Feasibility Report. The Financial Feasibility Report presents the basis of the analysis, key assumptions, various rate surveys, and our conclusions and recommendations as to the feasibility of the County's capital financing plan given all other requirements of the system.



Water Resources Financial Consulting Services

Marion County, Florida

We have served as the County's rate consultant for 10 years, and during that time have assisted with a variety of initiatives, including:

- 1. Multiple water, wastewater, and irrigation revenue sufficiency analyses to ensure adequate revenue to meet the projected cost requirements of the system.
- 2. Development of inclining block rates, as well as a plan for a common rate structure throughout the County which combined five disparate rate districts into one common inclining block rate structure, including a detailed customer impact analysis to demonstrate the impact of the new rate structure to all customer classes in each rate district, and assumptions as to the elasticity of demand in response to the increased price signal of the inclining block water rates.
- 3. Performed multiple utility valuation and financial feasibility studies in support of the potential acquisition of investor-owned utility systems in the County. Also performed a valuation and financial impact analysis of selling the County's Northern Service Area to the City of Ocala.
- 4. Periodic water and wastewater impact fee (connection fee) studies, including review of the impact fee methodology.
- 5. Water and sewer rate structure analysis intended to ensure a fair and equitable distribution of costs to customers, conformance to accepted industry practice and recognition of key public policy objectives, including affordability and a reasonable and effective price incentive for water conservation to all classes of customer based upon discretionary usage profiles,
- 6. Presentations of the results of each study to management, elected officials, and other stakeholders, identifying the drivers of any rate adjustments and their impacts to various customers.

The recommendations from our services have generally been implemented and the utility has been able to maintain a very good credit rating with low rates and annual rate adjustments due in large part to the proactive financial management and rate-setting process we facilitate. We are currently under a continuing services contract with the County to provide on-call rate and financial planning services.



Utility Rate Structure Analysis & Other Services

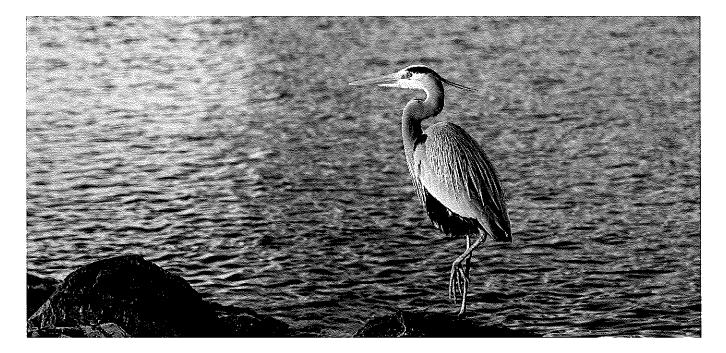
Pasco County, Florida

In 2016 we were awarded a continuing services contract with the County to conduct periodic rate and financial studies for the County's water, wastewater, reclaimed water, and solid waste utilities. Initially, we completed a water and wastewater revenue sufficiency analysis as well as a comprehensive rate study including cost allocations, rate structure refinements, recommended rates, miscellaneous fees, and impact fees.

The objectives of the revenue sufficiency analysis were to develop a multi-year utility financial management plan and perform a local cost comparison for the typical residential customer. To begin the analysis, we identified the revenue requirements of the system, including purchased water expenses and capital improvement projects. Using our FAMS-XL modeling system, we customized a financial plan to account for customer and usage data, revenues, and all revenue requirements of the utility system.

We then developed alternative financial management plans and rate structures to achieve and maintain strong debt service coverage ratios, maintain sufficient operating reserves, and sustainably fund the capital improvement plan. We worked with staff to develop these plans of multi-year rate adjustments, which were ultimately presented to and adopted by the County Commission.

Since the initial comprehensive rates study, we have subsequently performed to updated revenue sufficiency analyses, a water, sewer, and reclaimed water impact fee study, a solid waste impact fee study, and five (5) utility valuation and feasibility studies.



JEA – Water and Wastewater Cost Allocation and Financial Services

Jacksonville, Florida

JEA provides electric, water, and sewer services to the greater Jacksonville area, including the City, Duval County and parts of neighboring counties – a population of over 1.5 million people.

Despite continued per capita water use reductions and additional investments needed to meet increased regulatory requirements and aging infrastructure, the utility has been able to meet its cost requirements without any rate changes in 7 years. However, staff was becoming concerned about how its rates compared to the current cost to serve each customer class. JEA was also interested in considering rate structure modifications based upon current practices and available data that would better satisfy its objectives. After a review of prior studies, available data, and JEA's objectives, we determined that a more granular cost allocation method was appropriate to distribute costs of the water system. This was in large part because JEA was uniquely able to provide daily water use data for each customer from its advanced meter infrastructure system (90+ million data points). The results of the cost of service analysis were used to evaluate modifications to its tiered rate structure reflecting current observed water use profiles for small and large families, as well as reasonable irrigation based upon local GIS data and turf grass water needs. The rates for each tier reflected the proportional contributions to system peak demand and corresponding costs of meeting that demand. Under this approach, low volume water users can be assured that they are paying rates that are for the "base" cost of the system, and do not include large allocations of system costs driven by seasonal users.

Additional important components to the analysis included rate benchmarking of other systems, calculation of fixed charges to generate 40% of revenue, and an in-depth customer impact analysis.



Water & Sewer and Solid Waste Revenue Sufficiency Analyses

Seminole County, Florida

Under a multi-year continuing services contract, we perform annual revenue sufficiency analyses for the County's water and sewer, and solid waste utility systems. Each annual update includes the development of ten-year financial management plans for each respective enterprise fund, the identification of alternative plans of annual rate adjustment, the review of alternative capital spending and operational scenarios, as well as various other sensitivity analyses, and comparative monthly bill and tipping fee surveys.

It is worth noting that while the County recently approved a five-year plan of water and sewer rate increases and none are forecasted for solid waste fees, the County still desires annual reviews of its financial management plans and plans of annual rate adjustment to account for ongoing changes in customer growth, regulatory requirements, demands, alternative water supply initiatives, and other key variables. By this process, the County maintains the flexibility to adjust its financial management plans as needed based upon its most current economic conditions and future cost requirements.

Therefore, a critical component of each year's update is the presentation of results, including the basis for each update, key assumptions, alternative scenarios, and our conclusions and recommendations, at a public setting to the Board of County Commissions. During these public presentations, County Commissioners take the opportunity to not only question the results of pre-developed scenarios, but to test their own alternative scenarios, which can typically be accommodated in the live setting. By the end of each presentation, consensus is built amongst the Board of County Commissioners and direction is provided to Staff for moving forward.

Exhibit "C"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and

Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may

١,

cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of
 - i. Enrollment in the E-Verify program; or
 - Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <u>http://www.dhs.gov/E-Verify</u>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph \in (appropriately modified for identification of the parties in each subcontract that-

- Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS contractor, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and

7

(3) Includes work performed in the United States.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2019

	$\mathbf{\tilde{\mathbf{C}}}$		=K		ICATE OF LIA	RILI	I Y INSU	JKANC	E 5/1/2020	7/3	1/2019				
(E	ERT	CERTIFICATE IS ISSUED AS A IFICATE DOES NOT AFFIRMAT W. THIS CERTIFICATE OF INS ESENTATIVE OR PRODUCER, AI	VEL URA	Y OR	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALTI	ER THE CO	UPON THE CERTIFICA	TE HOI	DER. THIS				
1	SU	RTANT: If the certificate holder i BROGATION IS WAIVED, subject ertificate does not confer rights t	to the	ne tei	ms and conditions of th	ne polic	y, certain po	olicies may	NAL INSURED provisio require an endorseme	nsorbe nt.Ast	endorsed. atement on				
_		R Lockton Companies				CONTAC		-							
		444 W. 47th Street, Suite 900				NAME: PHONE FAX (A/C, No, Ext): (A/C, No):									
		Kansas City MO 64112-1906 (816) 960-9000				É-MAIL ADDRES									
		(010) 500-5000				INSURER(S) AFFORDING COVERAGE NA									
INSURE A: Berkshire Hathaway Specialty Insurance Company 22 INSURE A: Berkshire Hathaway Specialty Insurance Company 22 INSURE A: Berkshire Hathaway Specialty Insurance Company 22 INSURE A: Berkshire Hathaway Specialty Insurance Company 22															
	JRED 1507	7 STANTEC CONSULTING SER				INSURER B : Travelers Property Casualty Co of America									
· · ·		⁷ 370 INTERLOCKEN BOULEV BROOMFIELD CO 80021-8012), SUI	TE 300	INSURE									
			-			INSURE			<i>.</i>						
									·						
COVERAGES CERTIFICATE NUMBER: 16229354 REVISION NUMBER: XXXXXXX															
T	HIS I	s to certify that the policies Ated. Notwithstanding any re	OF		ANCE LISTED BELOW HAY		N ISSUED TO	THE INSURE	D NAMED ABOVE FOR		ICY PERIOD				
	ERTI XCLL	FICATE MAY BE ISSUED OR MAY ISIONS AND CONDITIONS OF SUCH	PERT	AIN, CIES.	THE INSURANCE AFFORD	ED BY	THE POLICIE: REDUCED BY I	s describei Paid Claims.	D HEREIN IS SUBJECT	FO ALL	THE TERMS,				
INSE		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS					
A	X	COMMERCIAL GENERAL LIABILITY	Y	N	47-GLO-307584		5/1/2019	5/1/2020	EACH OCCURRENCE		00,000				
	37								PREMISES (Ea occurrence)		00,000				
	X X	CONTRACTUAL/CROSS XCU COVERED							MED EXP (Any one person)	\$ 25,0					
		/L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	L & ADV INJURY \$ 2,000, AGGREGATE \$ 4,000.					
		POLICY X PRO-							PRODUCTS - COMP/OP AGO	00,000					
		OTHER:								\$					
B B B		OMOBILE LIABILITY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820		5/1/2019 5/1/2019	5/1/2020 5/1/2020	COMBINED SINGLE LIMIT (Ea accident)		00,000				
B	X	ANY AUTO OWNED SCHEDULED			TC2J-CAP-8E087017		5/1/2019	5/1/2020	BODILY INJURY (Per person)		XXXXX				
		AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per acciden PROPERTY DAMAGE (Per accident)		XXXXX XXXXX				
		AUTOS ONLY AUTOS ONLY							(Per accident)		XXXXX				
A	X	UMBRELLA LIAB X OCCUR	N	N	47-UMO-307585		5/1/2019	5/1/2020	EACH OCCURRENCE	-	00.000				
	Х	EXCESS LIAB CLAIMS-MADE							AGGREGATE		. 000,000				
ļ		DED RETENTION \$								\$ XX	XXXXX				
B	AND	KERS COMPENSATION EMPLOYERS' LIABILITY Y / N		Y	TC2J-UB-8E08592 (AOS)	n	5/1/2019	5/1/2020	X PER OTH- STATUTE ER						
B	OFFI	CER/MEMBER EXCLUDED?	N/A		TRJ-UB-8E08593 (MA, W EXCEPT FOR OH ND WA		5/1/2019	5/1/2020	E.L. EACH ACCIDENT	1	00,000				
	If yes	datory In NH)							E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT						
	DLU								E.C. DISEASE - FOLIGI LIMIT	<u> ∛ 1,00</u>	000,000				
								·							
DES RE:	CRIPT	ION OF OPERATIONS / LOCATIONS / VEHICI INT PROJECT NUMBER: RFQ WS 56	.ES (A 5-19-(CORD	101, Additional Remarks Schedul JECT NAME: WATER AND	le, may be SEWE	attached if more	space is require	ed) SA COUNTY, FLORIDA I	s					
AD	DITIC	NAL INSURED AS RESPECTS GEN ATION APPLIES TO WORKERS CO	ERA	l lia	BILITY AND AUTO LIABI	LITY, IF	REQUIRED I	3Y WRITTEN	I CONTRACT. WAIVER ()F					
WR	ITTE	N CONTRACT.	WIT EI	NOAT	UN/EMPLOTER 5 LIADIL	,111 YV F	IERE ALLOW	ED DI SIAI.	E LAW AND IF REQUIR	50 0 1					
CE					<u></u>	CANC	ELLATION								
		6 229354 KALOOSA COUNTY				SHO	ULD ANY OF 1	HE ABOVE D	ESCRIBED POLICIES BE		ED BEFORE				
	12	ALOOSA COONT I 250 NORTH EGLIN PARKWA HALIMAR FL 32579	Y			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
		1						Josh	M Agnello						
							© 19	88-2015 AC	ORD CORPORATION.	All righ	nts reserved.				

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2019

	EK			DILI	IT INSU	JRANC	L 10/1/2019 7/3	1/2019						
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS	IVELY	OR	NEGATIVELY AMEND,	EXTEN	ND OR ALTE	R THE CO	JPON THE CERTIFICATE HOI /ERAGE AFFORDED BY THE	LDER. THIS E POLICIES						
REPRESENTATIVE OR PRODUCER, A	ND TH	IE CE	ERTIFICATE HOLDER.											
If SUBROGATION IS WAIVED, subject	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).													
PRODUCER Lockton Companies	o ine	certi	ncate noiger in neu of su	CONTAC NAME:		la	······							
444 W. 47th Street, Suite 900				PHONE			FAX							
Kansas City MO 64112-1906				(A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:										
(816) 960-9000				AUDRES		URER(S) AFFOR	DING COVERAGE	NAIC #						
				INSURE	RA: Lloyds									
INSURED STANTEC CONSULTING SERVICES INC INSURER B: AIG Specialty Insurance Company 26883														
1414100 370 INTERLOCKEN BOULEV														
BROOMFIELD CO 80021-801		-		INSURE	RD:									
				INSURE	RE:									
INSURER F :														
			NUMBER: 1622935											
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,														
EXCLUSIONS AND CONDITIONS OF SUCH				BEENF	POLICY EFF (MM/DD/YYYY)	PAID GLAIMS. POLICY EXP	LIMITS							
INSR TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		xxxxx						
CLAIMS-MADE OCCUR			NOT APPLICABLE				DAMAGE TO DENITED	XXXXXX						
	1						(((((((((((((((((((XXXXXX						
· · · · · · · · · · · · · · · · · · ·								XXXXXX						
GEN'L AGGREGATE LIMIT APPLIES PER:								XXXXX						
POLICY X JECT X LOC								XXXXX						
OTHER:							\$							
AUTOMOBILE LIABILITY			NOT APPLICABLE				COMBINED SINGLE LIMIT (Ea accident) \$ XX	XXXXX						
ANY AUTO							BODILY INJURY (Per person) \$ XX	XXXXXX						
OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED					-			XXXXX						
HIRED NON-OWNED AUTOS ONLY							(i ci accident)	XXXXX						
	ļ							XXXXXX						
UMBRELLA LIAB OCCUR			NOT APPLICABLE		1		Addition to the second se	XXXXXX						
EXCESS LIAB CLAIMS-MADE								XXXXXX						
DED RETENTION \$							PER OTH- STATUTE ER	XXXXX						
AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE					XXXXX						
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT XX E.L. DISEASE - EA EMPLOYEE XX							
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ XX							
A Professional Liab	N	N	GLOPR1801673		10/1/2018	10/1/2019	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS							
A B Contractors Pollution Liab			NO RETROACTIVE DAT	E	10/1/2017	10/1/2019	\$3,000,000 PER LOSS/AGG							
B Contractors Pollution Liab DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC			CPO8085428	in mark	e attached if mor									
RE: CLIENT PROJECT NUMBER: RFQ WS 5	6-19-C), PRC	DJECT NAME: WATER ANI	D SEŴE	R RATE STU	DY.								
				0 4 14										
CERTIFICATE HOLDER					CELLATION									
16229357 OKALOOSA COUNTY 1250 NORTH EGLIN PARKWA SHALIMAR FL 32579	ΥY			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										
				AUTHO	RIZED REPRESE	Josh	M Agnello							
					© 19	88 ⁽²⁰¹⁵ AC	ORD CORPORATION. All rig	jhts reserved.						

.

The ACORD name and logo are registered marks of ACORD