

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/08/2023

Contract/Lease Control #: C19-2839-WS

Procurement#: WS 56-19

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: STANTEC CONSULTING SERVICES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/20/2022

Expiration Date: 08/19/2024

Description of: WATER AND WASTEWATER CONSULTING SERVICES

Department: WS

Department Monitor: HACKETT

Monitor's Telephone #: 850-651-7195

Monitor's FAX # or E-mail: [mhackett@myokaloosa.com](mailto:mhackett@myokaloosa.com)

Closed: \_\_\_\_\_

CC: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C19-2839-WS Tracking Number: 4890-24  
Procurement/Contractor/Lessee Name: Stantec Grant Funded: YES \_\_\_ NO X  
Purpose: 1st amendment / renewal  
Date/Term: 8-19-24 1.  GREATER THAN \$100,000  
Department #: 4101 2.  GREATER THAN \$50,000  
Account #: 531900 3.  \$50,000 OR LESS  
Amount: \$49,010.00  
Department: WS Dept. Monitor Name: Cithell

*Purchasing Review*  
Procurement or Contract/Lease requirements are met: [Signature] Date: 10-13-23  
Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

*2CFR Compliance Review (if required)*  
Approved as written: no federal funds Grant Name: \_\_\_\_\_  
Grants Coordinator: Suzanne Ulloa Date: \_\_\_\_\_

*Risk Management Review*  
Approved as written: see email attached Date: 10/13/23  
Risk Manager or designee: Lydia Garcia

*County Attorney Review*  
Approved as written: see email attached Date: 10/13/23  
County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

*Department Funding Review*  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

*IT Review (if applicable)*  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**C19-2839-WS**  
STANTEC CONSULTING SERVICES, INC.  
Water & Wastewater Consulting Services  
Expires: 08/19/2024

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Friday, October 13, 2023 11:04 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Kerry Parsons; Amber Hammonds  
**Subject:** RE: C19-2839-WS  
**Attachments:** 1st amendment C19-2839-WS.docx

Hello DeRita,

The 1<sup>st</sup> Amendment for Stantec Consulting Services, Inc has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

### Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— **Paulo Coelho**, *The Alchemist*

**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.**

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, October 13, 2023 6:58 AM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Kerry Parsons <kparsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Amber Hammonds <ahammonds@myokaloosa.com>  
**Subject:** C19-2839-WS

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Friday, October 13, 2023 2:31 PM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons; Amber Hammonds  
**Subject:** Re: C19-2839-WS  
**Attachments:** 1st amendment C19-2839-WS 10.13.23.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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.

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**From:** DeRita Mason  
**Sent:** Friday, October 13, 2023 7:58 AM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk; Amber Hammonds  
**Subject:** C19-2839-WS

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason



SAVE THE DATE! Registration is now OPEN!  
Pars for Procurement Golf Classic  
CGCC Annual Pars for Procurement Golf Classic  
November 17, 2023  
Blackwater Golf Club  
4927 Antioch Road  
Crestview, FL 32536



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road



# C19-2839-WS

STANTEC CONSULTING SERVICES, INC.  
Water & Wastewater Consulting Services  
Expires: 08/19/2024

**FIRST AMENDMENT AND SECOND RENEWAL TO THE AGREEMENT BETWEEN  
OKALOOSA COUNTY, FLORIDA AND  
STANTEC CONSULTING SERVICES, INC.  
CONTRACT NO. C19-2839-WS**

This First Amendment and Second Renewal to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Stantec Consulting Services, Inc. (the "Contractor"), executed this 16TH day of OCTOBER, 2023, is made a part of the original Agreement dated August 20, 2019, Contract No. C19-2839-WS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their final option to renew the original Agreement for an additional one (1) year term in accordance with Exhibit "B" of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall be retroactively dated to commence August 20, 2023 and shall terminate no later than August 19, 2024.
3. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Attachment "B" of the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Section 5 of the original Agreement ("Compensation") shall be revised as follows:

Director	\$364.26	Burnham
Senior Advisor	\$269.33	Grau
Project Manager	\$210.83	<del>Kloekner</del> Cook
Analyst	\$134.66	Various
Admin	\$107.69	Lambert

5. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated August 20, 2019 and any amendments thereto, shall remain in full force and effect.
6. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

STANTEC CONSULTING SERVICES, INC.:

*Eric Grau*

Signature

ERIC GRAU, PRINCIPAL  
Print Name

BY: *Faye Douglas*

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OKALOOSA COUNTY, FLORIDA

BY: Faye Douglas Digitally signed by Faye Douglas  
Date: 2023.10.16 08:05:18 -05'00'  
Faye Douglas, OMB Director



**ATTACHMENT "A"**  
**GENERAL SERVICES INSURANCE REQUIREMENTS FOR**  
**PROFESSIONAL LIABILITY**

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of 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 and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy 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. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
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 and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

## **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 Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. 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





3. 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, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. 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:

	<u><b>LIMIT</b></u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M 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**

To the fullest extent permitted by law, 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.

## **CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption 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 BCC, 5479-A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written 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.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
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.

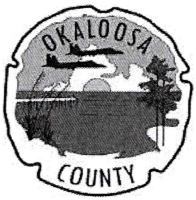
The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

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 employees under all the foregoing policies of insurance.

## **EXCESS/UMBRELLA INSURANCE**

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



# C19-2839-WS

STANTEC CONSULTING SERVICES, INC.  
Water & Wastewater Consulting Services  
Expires: 08/19/2024

## BOARD OF COUNTY COM AGENDA REQUEST

**DATE:** November 7, 2023  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Mark Wise  
**SUBJECT:** Stantec Consulting Services - Contract Amendment & Renewal  
**DEPARTMENT:** Water and Sewer  
**BCC DISTRICT:** All

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**STATEMENT OF ISSUE:** Okaloosa County Water & Sewer (OCWS) staff requests the Board of County Commissioners (BCC) approve the amendment and renewal with Stantec Consulting Services, Inc. (Stantec) for financial consulting services. The effective date of this Amendment shall be retroactively dated to commence August 20, 2023.

**BACKGROUND:** Stantec is a consulting firm which provides financial consulting services to OCWS related to the rate studies and budgeting items as necessary. Stantec works under contract C19-2839-WS, which was competitively procured; and task orders are assigned as work needs arise. The contract's term was through August 19, 2022, with the option of two annual renewal periods.

The first renewal ended August 19, 2023, but due to an oversight, the second renewal was not executed prior to that date. Due to this matter, the contract is being brought before the Board for renewal. The "First Amendment and Second Renewal" document is attached for BCC consideration; it is one contract document that extends the contract another year and makes it retroactive. The estimated amount for the renewal period (August 20, 2023 - August 19, 2024) is \$47,000.00. Funds for the contract amendment and renewal are identified in the FY2024 OCWS budget.

For FY2024, the \$47,000 number above is an estimate, not a contract price. Task orders will be issued during the year. Typically, there is a task order for a revenue sufficiency analysis; this analysis allows us to make sure that our budget and projects fall within our means (of the 5-year rate plan). There is generally another task order for any miscellaneous financial consulting needs that arise during the year; for this task order, work is done on a "per need" basis. Task orders are typically time & materials (billed hourly), with an established budget ceiling.

**FUNDING SOURCE:**

Department #: 4101  
Account #: 531900  
Amount: Estimated at \$47,000

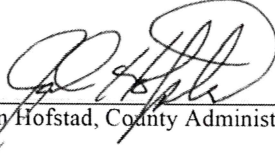
**OPTIONS:** Approve/Deny/Postpone

**RECOMMENDATIONS:** Approval of the contract amendment and renewal with Stantec Consulting Services, Inc., and authorize staff to execute it retroactively and pay invoices back to August 20, 2023.

*Mark Wise*

Mark Wise, Interim Director - Water & Sewer 10/20/2023

**RECOMMENDED BY:**



John Hofstad, County Administrator 10/31/2023

**APPROVED BY:**