

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/06/2023

Contract/Lease Control #: C23-3345 PW

Procurement#: RFQ PW 15-23

Contract/Lease Type: AGREEMENT

Award To/Lessee: COLLECTIVE WATER RESOURCES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/06/2023

Expiration Date: 09/30/2026 W/RENEWALS

Description of: WATERSHED MASTER PLAN

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

C23 3345-PW

### PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 15-23 Tracking Number: 4877-23

Procurement/Contractor/Lessee Name: Collective Water Resources, LLC Grant Funded: YES  NO

Purpose: watered master plan

Date/Term: 9-30-2026 w/renewal

Department #: 1004 1,000,000.00

Account #: 5311001 remainder over

Amount: \$169,925.00

Department: PW Dept. Monitor Name: auth

1.  GREATER THAN \$100,000  
 2.  GREATER THAN \$50,000  
 3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met: [Signature] Date: 3-29-23

Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: see email attached Grant Name: PREM

Grants Coordinator: Suzanne Ulloa Date: 4-3-23

**Risk Management Review**

Approved as written: see email attached Date: 3-31-23

Risk Manager or designee: Lydia Garcia

**County Attorney Review**

Approved as written: see email attached Date: 4-20-23

County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Thursday, April 20, 2023 11:46 AM  
**To:** DeRita Mason  
**Cc:** 'Parsons, Kerry'  
**Subject:** Re: Updated Collective Water Agreement 15-23  
**Attachments:** Collective Water 15-23 draft agreement 4.20.23.docx

DeRita,

With the attached changes, this is approved. Please ask Public Works to update their form agreement. I made very similar changes to the Sam Marshall agreement and it takes too long for me to do this for each contract.

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:** Wednesday, March 29, 2023 2:00 PM  
**To:** Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'  
**Subject:** Updated Collective Water Agreement 15-23

Good afternoon,  
Scott Bitterman wanted a small change to the agreement. I have highlighted it in the attached updated agreement.  
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager

## DeRita Mason

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**From:** Suzanne Ulloa  
**Sent:** Monday, April 3, 2023 12:01 PM  
**To:** DeRita Mason  
**Cc:** Jane Evans  
**Subject:** RE: Collective Water Services 15-23  
**Attachments:** RFQ PW 15-23 Okaloosa County Watershed Plan RFQ

DeRita,

This contract is approved by grants.

Thank you for sending the attached **RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION** email to [Marilyn.Montgomery@em.myflorida.com](mailto:Marilyn.Montgomery@em.myflorida.com), I am including an attached copy for Jane.

Regards,

*Suzanne Ulloa*

Purchasing & Grants Coordinator  
Okaloosa County  
Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: (850) 689-5960  
**DIRECT EXT. 6971**



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:** Suzanne Ulloa  
**Sent:** Friday, January 6, 2023 5:03 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** RE: 15-23 Watershed Plan

DeRita,

The attached is approved with the changes included therein but please see below....

THE GRANT AGREEMENT: PAGE 18 STIPULATES:

**The Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for**

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Friday, March 31, 2023 10:29 AM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'; Suzanne Ulloa; Jacqueline Matichuk  
**Subject:** RE: Collective Water Services 15-23

Hello DeRita,

The agreement is approved by Risk Management for insurance purposes.

Thank you,  
Odessa

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, March 31, 2023 6:31 AM  
**To:** Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** 'Parsons, Kerry' <KParsons@ngn-tally.com>; Suzanne Ulloa <sulloa@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>  
**Subject:** RE: Collective Water Services 15-23

I have it updated.  
Is the agreement approved with these changes?

DeRita Mason



DeRita Mason, CPPO, CPF, NIGP-CFP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Florida Limited Liability Company  
COLLECTIVE WATER RESOURCES LLC

### Filing Information

**Document Number** L12000077694  
**FEI/EIN Number** 45-5472666  
**Date Filed** 06/12/2012  
**State** FL  
**Status** ACTIVE

### Principal Address

250 S. Australian Ave.  
Ste 1110  
West Palm Beach, FL 33401

Changed: 01/11/2021

### Mailing Address

250 S. Australian Ave.  
Ste 1110  
West Palm Beach, FL 33401

Changed: 01/11/2021

### Registered Agent Name & Address

PEREZ, ELIZABETH M  
250 S. Australian Ave.  
Ste 1110  
West Palm Beach, FL 33401

Address Changed: 01/11/2021

### Authorized Person(s) Detail

#### **Name & Address**

Title MGRM

PEREZ, ELIZABETH M  
250 S. Australian Ave.  
Ste 1110  
West Palm Beach, FL 33401

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	01/11/2021
2022	02/08/2022
2023	02/06/2023

**Document Images**

<u>02/06/2023 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>02/08/2022 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>01/11/2021 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>01/02/2020 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>05/28/2019 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>01/09/2018 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/29/2017 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/21/2016 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>02/13/2015 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>01/30/2014 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>05/02/2013 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>06/12/2012 -- Florida Limited Liability</u>	<a href="#">View image in PDF format</a>



# Board of County Commissioners Purchasing Department

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State of Florida

Date: February 17, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFQ PW 15-23

Watershed Master Plan

Okaloosa County would like to thank all businesses, which submitted proposals for Watershed Master Plan. (RFQ PW 15-23)

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:

**Collective Water Resources, LLC**  
**250 S. Australian Avenue, Suite 1110**  
**West Palm Beach, FL 33401**

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 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

**DeRita Mason**

Digitally signed by DeRita  
Mason  
Date: 2023.02.14 13:15:50  
-06'00'

DeRita Mason  
Purchasing Manager



**RFQ PW 15-23**

**PROFESSIONAL SERVICES AGREEMENT**

**WATERSHED MASTER PLAN**

**CONTRACT: C23-3345-PW  
COLLECTIVE WATER RESOURCES, LLC  
WATERSHED MASTER PLAN  
EXPIRES: 09/30/2026 W/ RENEWALS**

**OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

# PROFESSIONAL SERVICES AGREEMENT - WATERSHED MASTER PLAN

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## AGREEMENT

THIS AGREEMENT is by and between Okaloosa County through its Board of County Commissioners ("Owner" or "County"), situated at 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Collective Water Resources, LLC ("Consultant"), a Florida Limited Liability Company certified to do work in the State of Florida, whose address is 250 S. Australian Avenue, Suite 1110, West Palm Beach, FL 33401.

## WITNESSETH

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

**WHEREAS**, Consultant was chosen pursuant to that professional services selection process; and

**WHEREAS**, Owner and Consultant have negotiated the scope and fee for services contemplated for the below described project.

**NOW, THEREFORE**, in consideration of payments, hereinafter mentioned, to be made by the Owner, the Consultant agrees to furnish all labor to perform work for RFQ PW 15-23; WATERSHED MASTER PLAN for the amount of one hundred sixty-nine thousand, nine hundred twenty-five dollars (\$169,925.00) in strict conformity with the provisions of this Agreement.

Owner and Consultant further agree as follows:

### ARTICLE 1 THE PROJECT

1.01 The Project, of which the Services may be the whole or only a part, is identified as follows:

The County is undertaking the creation of a Watershed Master Plan (WMP) to meet the requirement within the Community Rating System (CRS) Program. The County is currently a CRS Class 5 which means that most National Flood Insurance Program (NFIP) flood insurance policy holders receive a 25% discount on their annual flood insurance premiums. The discount is a direct result of the County's floodplain management practices that are credited under a multi-tier CRS program. Having a WMP that meets the CRS program requirements will satisfy one of the CRS criteria for moving to a CRS Class 4, offering a 30% discount to NFIP flood insurance policy holders.

Project Management and the required modeling/engineering effort will be led by the Consultant. The effort to draft the Watershed Master Plan will be led by Lori Lehr and Erin L. Deady with Lori Lehr also leading the coordination with ISO to ensure its future acceptance for CRS Activity credit.

**According to the CRS Coordinator's manual, the purpose of watershed planning is to provide a tool that can be used in decision-making to reduce flooding from future conditions which can include development/redevelopment, climate change, and sea level rise.** This grant-funded deliverable will be prepared with this leading purpose, but also to provide a strong baseline for future work within the County. This project affords the County an opportunity to enhance relevant datasets, explore climate vulnerability, and modernize some of your stormwater information.

## **ARTICLE 2 SERVICES OF CONSULTANT**

2.01 Consultant shall provide or cause to provide, the services set forth herein and in Exhibit A.

## **ARTICLE 3 OWNER'S RESPONSIBILITIES**

3.01 General

- A. Owner will furnish the following documents. These documents may be provided in either paper or electronic format.
  - 1. Current Comprehensive Plan,
  - 2. Current Land Development Code.
- B. Owner shall pay Consultant as set forth in Exhibit B.

## **ARTICLE 4 INSURANCE AND INDEMNIFICATION**

4.01 Insurance

- A. The Consultant shall furnish certificates of insurance demonstrating coverage meeting conditions and limits as outlined in Exhibit C.

4.02 Indemnification

- A. Consultant shall indemnify and hold harmless the Okaloosa Board of County Commissioners, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and other persons employed or utilized by Consultant in the performance of this Agreement.
- B. This indemnification shall survive the termination of this Agreement. Nothing contained herein is intended to nor shall it constitute a waiver of the County's sovereign immunity.

4.03 Errors and Omissions

- A. Acceptance of the work by the County or Agreement termination does not constitute County approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on part of the Consultant without additional compensation.

## **ARTICLE 5 SCHEDULE FOR RENDERING SERVICE AND TERM**

### 5.01 Commencement

- A. Consultant is authorized to begin rendering services as of the Effective Date of this Agreement and upon issuance of a Notice to Proceed by Owner.

### 5.02 Time for Completion

- A. The term of this agreement will run for three (3) years from the effective date. The agreement may be extended by mutual agreement of both parties in writing. The draft WMP shall be submitted to the Florida Division of Emergency Management within nine (9) months after the notice to proceed. The final WMP shall be submitted to the Florida Division of Emergency Management within twelve (12) months after the notice to proceed.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely matter so as not to delay the Consultant's performance of its services.
- E. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages, if any, resulting from such failure.

## **ARTICLE 6 INVOICES AND PAYMENTS**

### 6.01 Invoices

- A. The Consultant will be eligible for monthly progress payments under this Agreement.
- B. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants.
- C. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.
- D. The Owner will render a decision on the acceptability of services within fifteen (15) working days of receipt of either the services, invoice, or progress report, whichever is later. The Owner reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Owner. Any payment withheld will be released and paid to the Consultant promptly when the work is subsequently performed.
- E. Consultant shall submit invoices on a monthly basis and in a form agreeable to Owner.

## 6.02 Payments

- A. Payment for hourly services shall be submitted with back-up documentation (i.e. staff timesheets) to support time spent and charges accrued.
- B. Each invoice shall show the total contract amount, any approved contract amount amendments, the amount previously billed, the current bill amount, and the balance remaining as of the pay ending date.
- C. Invoices shall be mailed directly to the Owner's designated representative.
- D. If Owner contests an invoice, Owner shall promptly advise Consultant of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

## 6.03 Project Closeout

### A. Final Audit

- 1. If requested by the Owner, the Consultant will permit the Owner and/or its designee to perform an audit of the Consultant and any or all Subconsultants. In the event funds paid to the Consultant are subsequently properly disallowed by the Owner because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Owner upon demand.
- 2. A Certificate of Completion will be prepared for execution by both parties stating the total compensation due to the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Owner for overpayment, provided the net difference is not zero.

## **ARTICLE 7 CONSULTANT'S REPRESENTATIONS**

7.01 In order to induce Owner to enter into this Agreement, Consultant makes the following representations:

- A. Consultant is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Services under this Agreement.
- B. Consultant has carefully studied, considered, and correlated the information known to Consultant, information commonly known to Consultants providing similar services doing business in the locality where the Services will be provided, and with respect to the effect of such information on the cost, progress, and performance of Consultant's obligations under this Agreement.

## **ARTICLE 8 MISCELLANEOUS**

### 8.01 Successors and Assigns

- A. Owner and Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 8.02 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 8.03 Consultant's Certifications

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.03:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or selection process or the execution of the Agreement to the detriment of Owner, (b) to Agreement prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition; and
  - 3. "collusive practice" means a scheme or arrangement between two or more Consultants, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection or negotiating process or affect the execution of the Agreement.

#### 8.04 Third Party Beneficiaries

- A. 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.

#### 8.05 Notices

- A. All notices required or made pursuant to this Agreement by the Consultant to the Owner shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Okaloosa County Administrator  
1250 N. Eglin Parkway  
Shalimar, FL 32579

- B. All notices required or made pursuant to this Agreement by the Owner to Consultant shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Elizabeth Perez  
Collective Water Resources, LLC  
250 S. Australian Avenue, Suite 1110  
West Palm Beach, FL 33401  
[lperez@collectivewater.com](mailto:lperez@collectivewater.com)  
561-779-3552

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

#### 8.06 Contractor Compliance

- A. The Consultant shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

#### 8.07 Audit

- A. The Owner and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Consultant with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after the termination of the Contract.
- B. Consultant represents, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.
- C. Consultant understands the requirements of and agrees to comply with the requirements of Florida Statutes, section 20.055(5).

#### 8.08 Independent Contractor

- A. The parties enter into this Contract as, and shall continue to be, independent contractors. All services shall be performed only by Consultant, Consultant's employees, and Consultant's subconsultants. Under no circumstances shall Consultant or any of Consultant's employees or any or Consultant's subconsultants or lower tiered subconsultants to look to the Owner as his/her employer, or as partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to the Owner's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultants name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

#### 8.09 Public Records

- A. Consultant shall adhere to the Public Records law of Florida.
- B. Specifically, Consultant must:



1. Keep and maintain public records require by the Owner to perform the service.
2. Upon request from the Owner's custodian of public records, provide the Owner 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.
3. 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Owner.
4. Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Consultant or keep and maintain public records required by the Owner to perform the service. If the Consultant transfers all public records to the Owner upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the Owner, upon the request from the Owner's custodian of public records, in a format that is compatible with the information technology system of the Owner.

**C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536 PHONE (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

8.10 Safeguarding Personal Identifiable Information

- A. Consultant will take reasonable measures to safeguard protected personally identifiable information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local news regarding obligations of confidentiality .

8.11 Controlling Law

- A. This Contract shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Contract shall be in the state courts of Okaloosa County, Florida.

8.12 Compliance with the Law

- A. The Consultant shall comply with all applicable federal, state, and local rules and regulation in providing services to the Owner under this Contract. Consultant acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local rules and regulations.

### 8.13 Standards of Performance

#### A. Standard of Care

The standard of care for all performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances as the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

#### B. Subconsultants

Consultant may employ such subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

#### C. Cooperation and Performance

1. During the life of this Agreement, the Owner will conduct reviews of the services assigned. The Consultant shall cooperate with and assist the Owner or designee in reviewing the services.
2. If the Owner determines that the performance of the Consultant is unsatisfactory, the Owner shall notify the Consultant of the deficiency to be corrected. The Consultant shall, within five days after notice from the Owner provide the Owner with a corrective action plan describing how the Consultant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

### 8.14 Termination or Suspension

- A. The Owner may, by written notice to the Consultant, suspend any or all of the Consultant's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Owner may terminate this Agreement in whole or in part at any time the interest of the Owner requires such termination. If the Owner determines that the performance of the Consultant is not satisfactory, the Owner shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Owner may either (1) immediately terminate the Agreement as set forth below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Owner chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly reimburse the Owner for any and all costs and expenses incurred by the Owner in correcting the deficiency.
- B. If the Owner terminates the Agreement, the Owner shall notify the Consultant of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. In the event this Agreement is terminated by either party, the Consultant shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the Agreement or subsequent Amendments, unless otherwise agreed.

- D. The Owner reserves the right to unilaterally cancel this Agreement for refusal by the Consultant 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 Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice, the Consultant shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:
  - 1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or
  - 2. Furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Owner or upon the basis of terms and conditions imposed by the Owner upon the failure of the Consultant to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Owner may otherwise have arising out of this Agreement. In the event of termination of this Agreement by either party, the Owner shall within twenty five (25) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

#### 8.15 Drug-Free Work Place

- A. Consultant hereby certified that it is and shall continue to comply with the requirements of the Drug-Free Work Place Act of 1988.

#### 8.16 Resource Recovery

- A. Consultant hereby certifies that it shall 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, but are not limited to, 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.
- B. Contracts 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, April. 19, 1995]

#### 8.17 Compliance with Certain Environmental Standards.

- A. Consultant certifies and agrees to comply with all of the following applicable standards, orders or regulations issued pursuant to:
  - 1. Clean Air Act, 42 U.S.C., 7401, et seq.;
  - 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
  - 3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
  - 4. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- B. Violations must be reported to the Owner and the Regional Office of the EPA.

#### 8.18 Public Entity Crime Information

- A. Consultant acknowledges and certifies that it is not on the convicted vendor list with the State of Florida.

#### 8.19 Equal Employment Opportunity

- A. In accordance with Executive Order 11246, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### 8.20 Employment Eligibility Verification

- A. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm employment eligibility of all persons employed by the Consultant during the term of this Agreement to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Agreement.

#### 8.21 Records

- A. Records of time based and reimbursable expense costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Owner at all times during the period of this Agreement and for the applicable retention period pursuant to Florida law. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Consultant's general accounting records, the project records, together with supporting documents and records, of all subconsultants performing work on the project, and all other records of

the Consultant and subconsultants and/or contractors considered necessary by the Owner or state or federal agency for a proper audit of costs.

#### 8.22 Access to Records

- A. The Consultant shall allow the Owner, or any State of Florida or Federal Agency or their designee access to such records upon request. This shall include but not be limited to the Florida Department of Transportation, the CFO or State of Florida Auditor General, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent for the purpose of making audit, examination, excerpts, and transcriptions.

#### 8.23 Copeland Anti-Kickback Act

- A. Contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

#### 8.24 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. All contracts and subcontractors 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.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### 8.25 Occupational Safety and Health Act of 1970

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirement of 29 CFR 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant 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). Consultant 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.

#### 8.26 Nondiscrimination

- A. During the performance of this contract, the Consultant, 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

contractors) 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.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities:

- 1 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);
- 2 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);
- 3 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);
- 4 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;
- 5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6 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);
- 7 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);
- 8 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;
- 9 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);
- 10 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;

- 11 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);
- 12 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).

## **ARTICLE 9 EXHIBITS AND SPECIAL PROVISIONS**

### 9.01 Exhibits Included:

- A. Exhibit A – Services of the Consultant (pages 1 to 4, inclusive);  
Exhibit B – Payment for Services (pages 1 to 1, inclusive);  
Exhibit C – Insurance Requirements (pages 1 to 5 inclusive);

### 9.02 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement. Counterparts have been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Consultant or on their behalf.

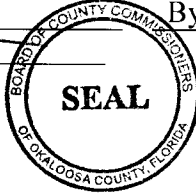
This Agreement will be effective on June 6, 2023 (which is the Effective Date of the Agreement).

Owner: Okaloosa County

Consultant: Collective Water Resources, LLC

By: \_\_\_\_\_

Robert A. "Trey" Goodwin, III,  
Chairman, Board of County  
Commissioners

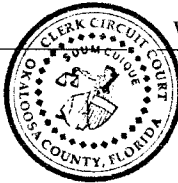


By: \_\_\_\_\_

*Elizabeth Perez*

Attest: \_\_\_\_\_

For J.D. Peacock, II, Clerk



Witness: \_\_\_\_\_

Address for giving notice:

1250 N. Eglin Parkway  
Shalimar, FL 32579

Address for giving notice:

250 S. Australian Avenue, Suite 1110  
West Palm Beach, FL 33401

Agent for service of process:

(If Consultant is a corporation or a partnership,  
attach evidence of authority to sign.)

Designated Representative:

Jason T. Autrey, P.E., C.P.M.  
1759 S. Ferdon Blvd.  
Crestview, FL 32536  
Phone: (850) 689-5772

Designated Representative:

Elizabeth Perez  
250 S. Australian Avenue, Suite 1110  
West Palm Beach, FL 33401  
561-779-3552

## **EXHIBIT "A" – SCOPE OF SERVICES OF THE CONSULTANT**

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

### **SECTION 1. BASIC SERVICES**

- 1.1. Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ PW 15-23 is also made part of this AGREEMENT, attached hereto as Exhibit "A" and incorporated by reference.
- 1.2. 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.
- 1.3. Term of AGREEMENT.** This AGREEMENT will become effective upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2026. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for one (1) two (2) year period. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. Regarding the previous TASK ORDER AGREEMENT FOR CONTRACTOR SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

### **SECTION 2. ADDITIONAL SERVICES**

- 2.1. Written Authorization.** Additional services may be required in carrying out the work. These Additional Services will be undertaken only upon written Amendment to the AGREEMENT and upon written authorization by both parties.

## **EXHIBIT "B" – PAYMENTS FOR SERVICES**

Article 3 of the Agreement is supplemented to include the following agreement of the parties:

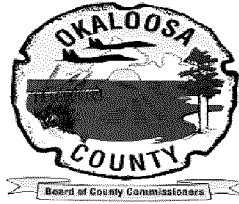
### **ARTICLE 3 – OWNER'S RESPONSIBILITIES**

#### **3.1 Compensation for Services**

- A. Owner shall pay Consultant for Basic Services as set forth in Exhibit A as follows:
  1. For tasks issued under this contract, an amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times the Standard Hourly Rates set forth in Table 2.
  2. For (Other) services rendered by a subconsultant (i.e. Transportation Engineer, Geotechnical Engineer, or other) that will be provided by other than the Consultant's personnel, compensation will be based on the direct cost from the subconsultant and shall be without mark-up from the consultant.

### **3.2 Invoicing Procedure**

- A. The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants. Invoices shall be submitted in form acceptable to Owner and at a minimum include hours worked, itemized subconsultant services, totals, subtotals, amount currently earned, amount previously paid, and balance remaining.
- B. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. This information may include, but not limited to, quantifiable, measurable, and verifiable units of deliverables, the deliverables were received/accepted in writing by the Owner, and/or other documentation or proof establishing minimum level of service. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.
- C. Whenever Consultant is entitled to compensation for the charges of Consultant's Subconsultants, those charges shall be without mark-up by Consultant.



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**REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT**

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**RFQ TITLE:**  
WATERSHED MASTER PLAN

**RFQ NUMBER:**  
RFQ PW 15-23

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**ISSUE DATE:** January 17, 2023

**LAST DAY FOR QUESTIONS:** January 27, 2023 at 3:00 P.M. CST

**RFQ OPENING DATE & TIME:** February 7, 2023 at 3:00 PM CST

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

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Okaloosa County, Florida solicits your company to submit a proposal 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 responses must be submitted electronically by the time and date listed above. Responses may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified

---

**RESPONDENT ACKNOWLEDGEMENT FORM 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 Collective Water Resources, LLC

MAILING ADDRESS 250 S. Australian Avenue, Suite 1110

CITY, STATE, ZIP West Palm Beach, Florida 33401

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 45-5472666

TELEPHONE NUMBER: (561) 779-3552 EXT: N/A FAX: None

EMAIL: lperez@collectivewater.com

---

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: 

PRINTED NAME: Elizabeth Perez

TITLE: President

DATE: February 7, 2023

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**WATERSHED MASTER PLAN  
RFQ PW 15-23**

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide **WATERSHED MASTER PLAN**.

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST February 7, 2023**, at which time all proposals that are timely submitted will be opened and reviewed.

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

For this solicitation please contact:  
DeRita Mason, Sr. Contracts and Lease  
Coordinator  
850-589-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

\_\_\_\_\_  
Jeffrey Hyde  
Purchasing Manager

\_\_\_\_\_  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Robert "Trey" Goodwin, III, Chairman

# **RFQ PW 15-23: WATERSHED MASTER PLAN**

## **INDEX**

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**PART 2 – SCOPE OF SERVICES**

**PART 3 – QUALIFICATION PREPARATION INSTRUCTIONS**

**PART 4 – GENERAL CONDITIONS OF THE RFQ**

**PART 5 – PROCUREMENT SCHEDULE**

**PART 6 – REQUIRED STATEMENTS AND FORMS**

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- A) Sample Form of Agreement (Professional Services Agreement)**
- B) Payments for Services**
- C) Insurance Requirements**
- D) Forms and Certifications**

## RFQ PW 15-23: WATERSHED MASTER PLAN

### PART 1 – STATEMENT OF PURPOSE

The purpose of this Request for Qualification (RFQ) is to seek the services from firms or individuals licensed to practice in the State of Florida to prepare a Watershed Master Plan (WMP). This document provides the guidelines by which interested consultants are to submit their interest, qualifications, and proposal. Selection and negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.055, Florida Statutes and County policy. The proposed draft agreement for the work contemplated by this RFQ is attached and may be subject to change.

The Florida Division of Emergency Management's (FDEM) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to help communities guide future mitigation projects as well as to assist local communities in moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP).

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by FDEM and the Federal Emergency Management Agency (FEMA) to create and update WMP throughout the state of Florida.

The project will be executed in several phases and task orders may be issued for development of the WMP. Award of this contract does not guarantee that all phases of the work will be selected/executed nor that both sites will necessarily proceed coincidentally.

### PART 2 – SCOPE OF SERVICES

Produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at:

<https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative> or

<https://www.fau.edu/engineering/research/cwr3/clearinghouse/>. Okaloosa County's Consultant may use other materials provided by Insurance Services Office (ISO) that are located at <https://fema.gov>. Okaloosa County's Consultant shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual<sup>1</sup> and the 2021 Addendum to the Coordinator's Manual<sup>2</sup>).

Okaloosa County's Consultant will finalize the process by submitting their WMP to ISO/CRS for review and draft a letter for Okaloosa County's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the County's next LMS update.

Tasks necessary to the completion of a WMP include:

#### **Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP**

Okaloosa County's Consultant shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP<sup>3</sup> under

the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:

- [https://www.fema.gov/sites/default/files/documents/fema\\_community-rating-system\\_coordinator-manual\\_addendum-2021\\_FAQs.pdf](https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021_FAQs.pdf)
- [https://www.fema.gov/sites/default/files/documents/fema\\_community-rating-system\\_coordinator-manual\\_addendum-2021.pdf](https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf)
- See 2017 CRS Coordinator's Manual at [https://www.fema.gov/sites/default/files/documents/fema\\_community-rating-system\\_coordinators-manual\\_2017.pdf](https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf)

#### Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
  - a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
  - b. Inventory of existing drainage system
  - c. Inventory of data availability
2. Locations of:
  - a. Critical facilities, cultural/historical, and other places/areas of interest
  - b. Vulnerable areas and their descriptions
  - c. Natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

#### Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
  - a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
  - b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
  - c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
  - d. Determinations of the change in runoff from current to future, fully developed conditions
  - e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the National Oceanic and Atmospheric Administration (NOAA) Intermediate 2100 sea level rise scenario on the 100-year rainfall event
  - a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe
6. The plan must include a strategy and action plan to address the results of the studies for:
  - a. Controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
  - b. The impact of climate change and sea level rise on fully developed conditions
  - c. At least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
  - d. At least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event



- e. Ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.
  8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.
    - <https://www.fema.gov/floodplain-management/community-rating-system>; and other materials provided by ISO located at <https://fema.gov>.

**Deliverable 1:** An (1) electronic copy of the preliminary Project Plan; (2) a separate electronic document listing how and where in the preliminary Project Plan the Minimum Criteria listed above are met; and (3) a separate electronic document clarifying Okaloosa County's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These three electronic documents must be submitted to Okaloosa County for review no later than 9 months after the Notice to Proceed. Okaloosa County's Consultant shall assist in providing Deliverable 1 to the FDEM via email to [watershedplanning@em.myflorida.com](mailto:watershedplanning@em.myflorida.com).

### **Task 2 – Revise Draft WMP and Submit Completed WMP**

After receiving feedback from FDEM on the preliminary Project Plan from Task 1 (Deliverable 1), Okaloosa County's Consultant shall finalize the flood modeling process and submit the completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. Okaloosa County's Consultant shall assist the County in updating their WMP, if revisions are necessary based on FDEM's feedback, and assist the County in submitting the completed WMP to FDEM for review. Throughout the activities for Task 2, Okaloosa County's Consultant shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.

**Deliverable 2:** An electronic copy of the completed WMP will be submitted to the Division no later than 12 months after the Notice to Proceed. If applicable, Okaloosa County's Consultant will revise the submitted WMP to comply with required revisions and feedback from FDEM, and then assist the County in resubmitting the WMP to FDEM no later than 12 months after the notice to proceed.

Okaloosa County's Consultant will assist the County in providing Deliverable 2 FDEM via email to [watershedplanning@em.myflorida.com](mailto:watershedplanning@em.myflorida.com).

### **PART 3 – QUALIFICATION PREPARATION INSTRUCTIONS**

The RFQ and all supporting documentation is required and must be signed by a company official with the power to bind the company. The Response must be completely responsive to the RFQ guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFQ and contain no more than 40 pages, #12 font minimum.

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate the firm's understanding of the project, experience, organization, current workload, and the overall adherence to the RFQ. At the sole discretion of the Selection Review Committee, oral presentations may be requested from

the top firms.

At such time when an approval is granted by the Board of County Commissioners, notification will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing Manual, Section 31, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

**Response to the RFQ** shall be submitted in the format described below:

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants.
2. **Experience of Firm / Team Members (50 Points)** – In this section the respondent will highlight the firm's experience. Teaming is allowed. The respondent shall provide sufficient information clearly demonstrating successful completion of Watershed Master Plans. Clearly show what elements may be provided by each team.
3. **Project Understanding and Approach (50 Points)** – In this section you will describe the firm's understanding of the project including the firm's assessment of the project's challenges and how the firm is uniquely qualified to monitor and/or mitigate those challenges.
4. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not otherwise requested in the RFQ.
5. **Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.
6. **Financial Stability-** In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings

#### **PART 4 – PROCUREMENT SCHEDULE (ANTICIPATED)**

RFQ Advertised & Posted on Website	01/17/2023
Deadline for Questions	01/24/2023
RFQ Response Due Date	02/07/2023
Selection Review Committee Meeting	02/14/2023
Recommend Award to BCC via ITA	02/17/2023
Contract Negotiations	02/23/2023-03/03/2023
Finalize/Execute Agreement	03/21/2023

**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.

### **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<br>(A combined single limit)  |
| 3. | Commercial General Liability    | \$1M each occurrence<br>for Bodily Injury & Property Damage<br>\$1M each occurrence Products and<br>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. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the project name & number 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 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.

## GENERAL CONDITIONS

### 1. PRE-QUALIFICATION 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 via Vendor Registry:

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addendum distributed to all prospective respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

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.

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.

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.

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.

Qualifications submitted by an individual shall show the respondent's name and official address.

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.

All signatures shall be in blue ink. All names should be typed or printed below the signature.

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.

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 –**

A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. **The responses submitted should be one (1) completed document, unless otherwise specified within the document.**

**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. 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 respondent's convenience, this certification form is enclosed and is made part of the RFQ 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. DRUG-FREE WORKPLACE** -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.
- 28. INDEMNIFICATION & HOLD HARMLESS** -CONSULTANT 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause
- 29. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award. The contractor shall disclose lobbying activity using the **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES** Form provided.
- 30. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)**-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. Respondents shall utilize **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS** form provided to make this certification.

- 31. MANDATORY DISCLOSURES-** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 32. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.
- 33. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.**

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT

RESPONSE DOCUMENT #7: COMPANY DATA

RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM

RESPONSE DOCUMENT #9: CERTIFICATION REGARDING LOBBYING

RESPONSE DOCUMENT #10: SWORN STATEMENT – PUBLIC ENTITY CRIMES

RESPONSE DOCUMENT #11: GOVERNMENTAL DEBARMENT & SUSPENSION

RESPONSE DOCUMENT #12: VENDORS ON SCRUTINIZED COMPANIES LIST

RESPONSE DOCUMENT #13: GRANT FUNDED CLAUSES

RESPONSE DOCUMENT #14: BUY AMERICAN CERTIFICATE

RESPONSE DOCUMENT #15: FDEM / FEMA GRANT CLAUSES

RESPONSE DOCUMENT#16: CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA

\*SEE 32 ABOVE

# OKALOOSA COUNTY RFQ PW-15-23

COLLECTIVE WATER RESOURCES, LLC

WATERSHED MASTER PLAN



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## Tab 1: Letter of Interest

February 7, 2023

302 N. Wilson St. - Suite 302

Crestview, FL 32536

1250 N. Eglin Parkway, Suite 100

Shalimar, FL 32579



### RE: REQUEST FOR QUALIFICATIONS (RFQ-PW 15-23) FOR WATERSHED MASTER PLAN – GRANT FUNDED

Dear Mr. Mason and Members of the Selection Committee:

First and foremost, we want to congratulate Okaloosa County on taking decisive action. **Through the creation of your Watershed Master Plan (WMP), you will position your constituents to receive substantial flood insurance discounts - at a time when housing costs are high.** This project presents an opportunity to create an example that can be modeled across other regions, the state, and even nationally. Our team is uniquely qualified for this pursuit. Prime consultant, Collective Water Resources, LLC (Collective), has a depth of knowledge in hydrologic and hydraulic modeling/engineering specifically for Community Rating System (CRS) programs, which is a key component of CRS Activity 452.b. Collective is currently preparing three Watershed Management Plans within the State of Florida. The contact person for this project will be the firm's President, Elizabeth Perez, PE, CFM, D.WRE. (P. 561-779-3552) and the location of our headquarters is 250 S. Australian Avenue, Suite 1110, West Palm Beach, Florida 33401. I am the owner and principal of my firm and our team's project manager for this endeavor. Collective was formed in 2012 and holds a State of Florida Minority and Woman-Owned Business Enterprise (WBE) certification.

Our CRS subconsultant, Lori Lehr, Inc., is a full-service firm incorporated within the State of Florida providing CRS consulting services to local government clients since its formation in 2016. Lori Lehr, Inc. is owned by Ms. Lehr, as President of the firm, and the firm holds a State of Florida Woman-Owned Business Enterprise (WBE) certification. Lori Lehr, Inc. is primarily a Florida-based firm serving clients across the entire state. Our clients include small and large local governments. Our other subconsultant, Erin L. Deady, P.A. is a planning and legal consultant who has worked on numerous flooding and resiliency projects across the state, including working with Lori Lehr on the first CRS Activity 452.b Watershed Management Plan that was accepted for credit. With only 6 watershed management plans in Florida that have been accepted for credit, this work led by Erin Deady and Lori Lehr has set the stage for more meaningful engagement by local governments in the CRS program.

By combining CRS with land use, resiliency, and policy experience, many of our Team's clients have already benefitted from a multi-disciplined approach to address complex land use, legislative, planning, environmental and funding issues.

Our Team has also achieved several accreditations and credentials, including Certified Floodplain Managers, Planning Accreditation by the American Institute of Certified Planners, U.S. Small Business Administration, Economically Disadvantaged Woman Owned Business, State of Florida Woman-owned and Minority Business Enterprises.

The Team submitting this response is comprised of a highly specialized group of experienced professionals who understand the needs of local governments when implementing a CRS program. Team members have, and currently are, working together on other projects including other WMPs. This unparalleled experience adds efficiency in producing deliverables as assigned by the County and coordination with any other current resiliency activities the County may be undertaking. Our Team has a thorough understanding of the work to be done given our significant project history as demonstrated by this response. The Team also works on CRS, modeling, and resiliency projects across all areas of the state and nationally. The Team will show extensive qualifications in:

- The Federal Emergency Management Agency (FEMA's) Community Rating System (CRS) program and floodplain management. The team includes two Certified Floodplain Managers with expertise in the CRS program and specifically with Activity 452.b Watershed Management Plans (WMPs).
- Modeling and mapping flood information - including modeling (using multiple approaches) across the state. This modeling expertise includes both traditional event-based modeling but also extensive expertise in far future analyses to evaluate various aspects of water resources and the hydrologic cycle. This versatility in modeling is key to securing available future funding for the County. Our team also has extensive knowledge and experience in GIS mapping for climate change impact analysis.
- Land use (AICP), policy, legal and other analysis related to watershed planning initiatives.
- Relevant experience with state and federal grants, policy and programs to address the built environment, natural environment, stormwater, and transportation systems.
- Public outreach on watershed planning initiatives that disseminate information, promote public interest, and receive, track and respond to and incorporate public comments and inquiries into project management.
- **Development and implementation of previous and current Watershed Master Plans in multiple jurisdictions (noting only 6 WMPs have been approved within the State of Florida).**
- Knowledge of the Florida WMP Pilot Program and its deliverables including the scope of the modeling approach used in those two work products.

The Team is committed to perform the services requested in the County's RFQ and will maintain extensive communication with the County throughout assigned projects. We have taken great care to assemble a truly specialized and multi-disciplined team combining substantial familiarity with all aspects of developing a WMP within the CRS program, overall CRS strategy, and the unique needs of the County. Our Team has a proven track record in CRS and resiliency planning that is unmatched in the floodplain management industry which will result in a more efficient project sensitive to the "unique and special" qualities the County already has and wishes to preserve in the future. We truly appreciate the opportunity to submit our qualifications.

Sincerely,



Elizabeth Perez, PE, D.WRE, CFM  
President, Collective Water Resources, LLC

## Tab 2: Experience of Firm/Team Members

The project team has been specifically structured to meet the needs of the County within this scope of services with specialized firms that specialize in CRS participation. The team will be led by Collective Water Resources, LLC (Collective). Collective is one of the only niche water resources firms in the State of Florida that focuses on the CRS Program and its unique reporting and modeling requirements. Collective just celebrated our tenth year in business and employs 11 water resources engineers/modelers and two environmental scientists. We have served local governments on over 100 projects throughout the State of Florida with **over 95% of our clients being repeat business**. Our clients include over 30 local governments - as well as SWFWMD, SJRWMD, and SFWMD.

Collective Water will be supported by Lori Lehr, Inc. who has over eight (8) years of specific experience as a CRS Consulting Specialist working with Insurance Services Office (ISO) who oversees the CRS program - and six (6) years' experience as a private CRS consultant. She is well-versed in all iterations of the CRS Manual and with the implementation of the Manuals under the most current CRS guidelines. Erin L. Deady, P.A. has been added to the team to assist with both the development of the Watershed Master Plan as well as support other resilience Coordination tasks the County may require. She also led the development of the first ISO-approved sea level rise-based Watershed Management Plan in Monroe County, Florida approved in 2019 in partnership with Lori Lehr.


The Collective Team's track record in the CRS program and modeling for WMPs is virtually unsurpassed. This entire Team was also very engaged with the Division of Emergency Management during the development of the Watershed Planning Initiative (overall program for this grant) and is very familiar with the evolution to its current form. Erin Deady authored 8 successful Watershed Planning Initiative grants (this program). The Team reviewed the two Pilot WMP's developed by Florida Atlantic University and had lengthy discussion with DEM and ISO WMP reviewers about the models used in those Pilot WMP work products and their limitations for Watershed Master Plans generally. While some of those Pilot materials are useful, the Team worked with DEM to point subrecipients to SLR-based Watershed Management Plans that have actually been accepted by ISO for credit as a model.

The grant guidance was modified to this effect. **It should be noted that only 6 WMPs have been accepted for CRS Activity 452.b credit within the state of Florida**. The Team also worked with DEM to ensure that the WMP's were only required to be submitted to DEM and not actually reviewed and scored by ISO, something not achievable within the grant's timeframe. The Team's interaction with DEM and ISO on these and other finer points resulted in numerous changes to the grant program that made it far more possible to achieve the program's outcomes within a short timeframe. Erin worked with DEM to propose, and ultimately DEM accepted, the use of Resilient Florida grant funding to cover the subrecipient's 25% cost share.

The following table provides an overview of the prime consultant and subconsultants.



Firm Name	Overview
 <p><b>Corporate Headquarters:</b>  <b>250 S. Australian Avenue</b>  <b>Suite 1110</b>  <b>West Palm Beach, Florida 33401</b></p> <p><a href="http://www.collectivewater.com">www.collectivewater.com</a>  <b>561-779-3552</b>  <b>lperez@collectivewater.com</b></p>	<p>Collective is a niche water resources and majority female engineering firm. Our company culture focuses on bringing the best of data to clients to address the toughest water resources and environmental challenges. Collective was one of the first firms in the State of Florida to incorporate hydrologic analyses on a stormwater project for far future conditions, as well as being a firm that works daily on the very specific modeling and analyses required under the CRS Program.</p> <p>We prioritize being easy to work with and put connections first. We believe that we cannot solve today's issues using only one perspective – we must consider big and small, past and future, watershed and local, engineering and organic. We understand this this mission belongs to all of us, the collective.</p>
 <p><b>Lori Lehr, Inc.</b></p> <p><b>901 Walden Pond Drive,</b>  <b>Plant City, Florida, 33563</b></p> <p><b>727-235-3875</b>  <b>lori@lorilehrinc.com</b></p>	<p>Lori Lehr is a single member company. She achieved her certification as a Certified Floodplain Manager (CFM) by the Association of State Floodplain Managers, Inc. (ASFPM) in 2000 and she has been involved in the floodplain management industry since that time. She started her professional qualifications in the City of St. Petersburg serving as the floodplain administrator, building permit construction reviewer and acting as a liaison between the City and FEMA. She has over eight years of specific experience as a CRS Specialist working with Insurance Services Office (ISO).</p> <p>She is well-versed in all iterations of the CRS Manual and with the implementation of the Manuals under the most current CRS guidelines. While working with ISO, she submitted over 120 CRS verification files to FEMA, many of which resulted in a CRS class improvement for those communities. As ISO/CRS Specialist, she assisted communities with the highest dollars of CRS discount in the Nation. She also recertified over 80 communities in the CRS program on an annual basis. She also has extensive knowledge and experience with CRS audits and the verification processes that can assist community to reach their CRS goals. Lori Lehr is assigned to the project and will lead its implementation.</p>

Firm Name	Overview
<p data-bbox="131 226 540 268"><b>ERIN L. DEADY, P.A.</b> </p> <p data-bbox="120 289 370 321"><b>Erin L. Deady, P.A.</b></p> <p data-bbox="120 384 397 506"><b>54 ½ SE 6th Avenue, Delray Beach, FL 33482</b></p> <p data-bbox="120 569 402 646"><b>954-593-5102 erin@deadylaw.com</b></p>	<p data-bbox="597 243 1520 699">Erin L. Deady, P.A. has three staff and is a Federal and State certified woman-owned business located in Delray Beach, FL. As an attorney and AICP certified land planner, Ms. Deady, as the principal of the firm, is qualified in numerous land use, planning, resiliency, sustainability, and legal matters related to floodplain policy, flood risk analysis and adaptation planning. Ms. Deady has worked on numerous vulnerability assessment projects across the state and including components within those projects analyzing the relationships between vulnerability assessments and the NFIP CRS program. Ms. Deady was also the primary author of the Monroe County CRS Watershed Management Plan which helped lead to the County's Class 3 rating in CRS.</p>

Resumes for key team members follows.

## Elizabeth Perez, PE, CFM, D.WRE



### Education:

BS, Env.  
Engineering,  
University of  
Florida  
MSCE, Civil  
Engineering,  
Georgia Institute  
of Technology

### Experience:

23 years

### Professional Registration:

- . PE – Florida  
61023
- . American  
Academy of  
Water  
Resources  
Engineering
- . Certified  
Floodplain  
Manager

### Software

#### Proficiencies:

- . ArcGIS +  
Extensions
- . ArcHydro
- . HEC-RAS (1D,  
2D)
- . HEC-HMS
- . ICPR4
- . SWMM

*Elizabeth Perez, PE, CFM, D.WRE is President and Founder of Collective Water Resources, LLC. Most notably, she has served as a member of the National Energy, Environment, and Water Policy Committee within the American Society of Civil Engineers and is a co-author of the well-known textbook Water Supply and Pollution Control. She has also designed and taught classes on stormwater design and modeling both at the University of Florida's TREEO Center and in conjunction with various professional organizations. A sampling of Liz's broad professional experience follows, which includes CRS advocacy, sea level rise/climate change, watershed management, surface water modeling/analysis, GIS, regulatory advocacy, and the creation of various guidance documents for various public agencies. She is the current President of the Florida Stormwater Association (2022-2023). Representative project experience includes:*

**All Hazards Vulnerability and Risk Assessment, City of Charleston, South Carolina. QA/QC**  
Collective assisted NEMAC+Fernleaf with a comprehensive assessment for the City. Liz led the team in securing and then analyzing best available water resources data and advised the City on many decisions involving flooding and stormwater. She also consulted with the team on drought and contributed to project reports and presentations.

**Watershed Management Program. Project Manager and Lead Modeler - Various Counties, Cities, and the Southwest Florida Water Management District**

Project manager and engineer for comprehensive modeling, floodplain mapping, and watershed planning efforts for over 100 square miles of watersheds throughout Southwest Florida. Final project deliverables included geodatabases, Interconnected Channel and Pond Routing (ICPR) models, floodplains, watershed management plans, and technical support data notebooks (among others). Projects were optimized using GPS technology and GIS-based modeling tools. She has presented the DFIRM process and floodplains during a series of presentations to affected stakeholders throughout many of her projects.

**Multi-Jurisdictional Climate Change and Vulnerability Assessment, Southeastern Palm Beach County, Florida. Project Manager.** The Climate Change Vulnerability Assessment (CCVA) was a micro-regional assessment of 12 key climate threats across southeastern Palm Beach County. Liz was the project manager and lead water resources engineer. The project involved 8 jurisdictions and coordination across the entire micro-region. Liz personally coordinated activities for the technical and outreach/equity teams. She is a co-author on the final report for the project and a lead presenter for several key workshops and Commissioner briefings.

**Stormwater Master Plan, City of West Palm Beach, Florida. Project Manager.** Led team through hydrologic/hydraulic analysis and modeling, pollutant load analyses, GIS creation and refinement, stormwater atlas enhancements, outreach, grant funding, climate change/sea-level rise analyses, water quality analysis/advocacy, and CIP development. Primary engineer for development, prioritization, and costing of almost 100 stormwater CIPs – which included both traditional civil engineering and green infrastructure elements. This project elevated the City's CRS Rating from a Class 6 to a Class 5. She is currently working on the City's Watershed Master Plan in support of their goal to achieve a Class 4 (or higher) rating.



# Lori Lehr, CFM



## EXPERIENCE

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Lehr: 2015

Industry: 1998

## AREAS OF EXPERTISE

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Community Rating System Implementation and Compliance

National Flood Insurance Program Compliance

Florida Building Code

## PROFESSIONAL ASSOCIATIONS

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Association of State Floodplain Managers

Florida Floodplain Managers Association

## PROFESSIONAL SUMMARY

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Ms. Lehr has career long experience with floodplain management and the Community Rating System that includes implementation and compliance with both FEMA programs. Ms. Lehr has assisted communities to achieve high levels of flood insurance discounts through the National Flood Insurance Community Rating System. Ms. Lehr also served as the lead trainer for the Community Rating System, at the Emergency Management Institute training government officials on the implementation of the program. Ms. Lehr currently works side by side with government officials across the nation help their communities achieve better standings in the Community Rating System to enhance floodplain management compliance and promote resilience.

## QUALIFICATIONS

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### Education

- General Studies/St. Petersburg Collage

### Registrations / Certifications / Licenses

- Certified Floodplain Manager, Association of State Floodplain Managers

### Training / Professional Development

- Florida Floodplain Managers Association Community Rating System/Insurance Committee Chair
- National Trainer for the Community Rating System

## WORK EXPERIENCE

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Lori Lehr Inc. | 2015 - Present  
President

Insurance Service Office | 2007 - 2015  
Community Rating System Specialist and Trainer

City of St. Petersburg | 1998 - 2007  
Plans Examiner and Community Rating System Coordinator



# Erin L. Deady, Esquire, AICP

Attorney and Certified Land Planner

ERIN L. DEADY, P.A. 

## EXPERIENCE

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Deady: 2011

Industry: 1995

## AREAS OF EXPERTISE

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Sustainability and  
Climate Planning

Energy Conservation

Land Use

Grant Funding

Environmental  
Restoration

## PROFESSIONAL ASSOCIATIONS

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American Institute of  
Certified Planners

Florida Chapter of  
the American  
Planning Association

## PROFESSIONAL SUMMARY

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Ms. Deady has significant management experience on numerous complex projects involving climate legal, policy and planning elements including vulnerability analyses and integration of adaptation responses into Comprehensive Plans. Ms. Deady has worked on numerous sustainability, climate and energy planning efforts around the state for large and small local governments. Ms. Deady has published numerous articles and resources related to the planning and legal issues surrounding resiliency and adaptation planning strategies. A cornerstone of this experience includes the development and implementation of public engagement and outreach strategies to support local government policy and decision-making processes.

## QUALIFICATIONS

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### Education

- Juris Doctorate, Nova Southeastern University, Shepard Broad Law Center 2000
- Master Public Administration, Environmental Growth Management, Florida Atlantic University 1996
- Master of Public Admin, University of the Virgin Islands, 1995
- Bachelor of Arts, Marine Science Affairs, University of Miami, 1993

### Registrations / Certifications / Licenses

- Florida Bar No. 367310
- AICP, American Institute of Certified Planners

### Training / Professional Development

- Admitted to Florida Bar (2000), member of Executive Council for the Environmental and Land Use Law Section, 2002-Present.  
Chair 2012-Present

## WORK EXPERIENCE

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Erin L. Deady, P.A. | 2011 - Present  
President

Lewis, Longman & Walker, PA. | 2008 - 2011  
Shareholder

Audubon of Florida | 1997 - 2003  
Environmental Counsel

Florida Atlantic University | 1995 - 1997  
Fellowship-Urban and Environmental Solutions

## Joel Jordan, PE



**Education:**  
BS, Chemical  
Engineering,  
Georgia Institute  
of Technology

**MSCE,**  
Environmental  
Engineering,  
University of  
Central Florida

**Experience:**  
29 years

**Professional  
Registration:**  
PE – Florida  
51986

**Professional  
Organizations:**  
Florida  
Stormwater  
Association

**Software  
Proficiencies:**

- . ArcGIS +  
Extensions
- . ArcHydro
- . ICPR3
- . ICPR4
- . SWMM
- . XPSWMM
- . WMM

*Joel Jordan, PE is a Principal Engineer at Collective and has over 25 years of diverse water resources experience including stormwater management and design. He has analyzed the hydrology and hydraulic behavior of river systems and watersheds throughout Florida, including the Panhandle area. Mr. Jordan is proficient in the use of the EPA SWMM, XPSWMM, and ICPR computer models and has been providing internal and external QAQC of hydrologic/hydraulic models for over 20 years. Mr. Jordan has over 25 years of experience in using GIS tools in the development of stormwater models and floodplain maps. Current project work includes stormwater planning and modeling projects for the City of West Palm Beach, the Town of Ponce Inlet, Sarasota County, and the SWFWMD.*

**City of Dunedin Master Stormwater Plan and Vulnerability Assessment, Dunedin, Florida.** Lead Modeler. As a subconsultant, Collective performed a future flooding vulnerability assessment for the City of Dunedin. Collective was tasked with estimating the increases in future flood vulnerability throughout the City due to projected sea level rise. Mr. Jordan updated ICPR4 models to account for increased groundwater elevations due to sea level rise and developed the resultant floodplain maps.

**Lake Johns and Avalon Minimum Flows and Minimum Water Level (MFL) Hydrologic Modeling Services, St. Johns River Water Management District, Florida.** Technical Lead. Mr. Jordan was the technical lead for the development of SWMM hydrologic/hydraulic models for the Johns Lake (26.7 sq. mi.) and Lake Avalon (3.3 sq. mi.) adjacent watersheds in Orange County. SWMM 5 was used for the MFL hydrologic evaluation and included the rainfall/runoff, groundwater, and flow routing process modules. The models were calibrated and verified to separate 10-year periods.

**Lake Munson Restoration Project, Leon County, Florida.** Project Engineer. With a previous employer, Mr. Jordan developed and calibrated a regional stormwater model for the Lake Munson basin using EPA-SWMM. The regional model was used to predict and route stormwater runoff within a 70 square mile drainage area and was used for flood control, sediment management, and wetland restoration design alternatives.

**Watershed Management Plan Peer Review Services, Southwest Florida Water Management District, Florida.** Project Manager/Technical Lead. With Collective, Mr. Jordan has been the technical lead for three peer reviews of water management plans and has performed peer review services for six other WMPs with previous employers. The peer reviews included checks of the GIS geodatabase, ICPR4 model, modeling methodology, and consistency with SWFWMD guidance and specifications.

**Big Creek Lake Watershed Management Plan, Mobile County, AL.** Project Engineer. With a previous employer, Mr. Jordan developed the SWMM model, evaluated water quality issues, and assisted in the development of proposed water quality improvement projects for this watershed plan for a potable reservoir.

## Stephanie Dunham, PE



**Education:**  
BS, Civil  
Engineering,  
Texas A&M  
University

**MS, Civil**  
Engineering, The  
University of  
Texas at Austin

**Experience:**  
25 years

**Professional  
Registration:**  
PE – Florida  
59782  
PE – Tennessee  
124724

**Professional  
Organizations:**

- FSA
- SESWA
- FFMA
- AWRA
- SWE

**Software  
Proficiency:**

- ICPR3
- ICPR4 (1D, 2D,  
GW)
- ArcGIS and  
Extensions
- ArcHydro
- SWMM

*For over 20 years, Ms. Dunham has supported comprehensive water resource management for public entities ranging from local, county, state, as well as Federal clients. During this time, Ms. Dunham has managed, developed, and reviewed surface water models as well as integrated surface-groundwater models often coupled with ArcGIS tools and data management protocols such as ArcHydro. Ms. Dunham's modeling experience includes natural and urbanized/managed systems throughout central and south Florida. Throughout her career, Ms. Dunham has collaborated on as well as synthesized results from hydrologic, hydraulic, water quality, natural systems, and economic assessments to develop and prioritize strategies that address flood protection, water supply, natural systems, and public use priorities. She is an experienced project manager and the Vice President of Engineering at Collective.*

**Watershed Management Plan and Vulnerability Assessment, Ponce Inlet, Florida. *Project Manager and Quality Assurance/Quality Control.***

Collective is preparing a Watershed Management Plan (WMP) and Flood Vulnerability Assessment (VA) to determine the potential flooding threat and impact on the Town's drainage system and critical/regional assets from existing and expected development, various long-duration rainfall events and projected sea level rise, and recommendations for future decision-making and mitigation of such events. The WMP and VA will satisfy Federal Emergency Management Agency Community Rating System Activity 450 as well as the State's Statewide Vulnerability Assessment requirements. Ms. Dunham is the Collective's project manager and responsible for completing quality assurance/quality control reviews.

**Stormwater Master Plan, City of Dunedin. *Project Manager and Vulnerability Assessment Lead.*** As a subconsultant, Collective performed a future flooding vulnerability assessment for the City of Dunedin. Collective estimated the increases in future flood vulnerability due to projected sea level rise that could exacerbate three flood hazards: extreme high tides, storm surge, and stormwater runoff. Collective identified three assets within the City that could be exposed to flooding for each of the flooding hazards: property, structures, and roadways. Based on the exposure analysis, vulnerability was ranked for individual properties and roadways with respect to the degree each could be affected (potential impact) and the ability to cope with impacts (adaptive capacity). Ms. Dunham coordinated with the City and Pinellas County to identify the sea-level rise scenarios to be analyzed, performed the vulnerability assessment and associated mapping, and developed a list of stormwater adaptations.

**Pithlachascotee River Watershed Evaluation Update, Southwest Florida Water Management District, Florida. *Project Manager.***

Ms. Dunham manages and provides technical oversight on the review and update of hydrologic and hydraulic model features within the Cotee watershed that encompasses approximately 170 square miles in Pasco and Hernando Counties acquired from 1400+ reference documents, field reconnaissance, and survey per the Southwest Florida Water Management District's Watershed Management Program Guidance.

## Anna Leitschuh, PE



**Anna Leitschuh, PE is a Lead Modeler/Senior Project Manager at Collective Water Resources. Ms. Leitschuh is a water resources engineer experienced in hydrologic/hydraulic modeling and GIS analyses and mapping. Her project experience includes climate change/sea level rise analyses, vulnerability assessment, and various hydrologic/hydraulic assessments in support of planning and designs. Ms. Leitschuh works with ArcGIS and ArcGIS extensions in conjunction with multiple modeling platforms on a daily basis.**

### Education:

**BS**, Ecological Engineering, Oregon State University

### Experience:

9 years

### Professional Registration:

PE – Florida 84415

### Professional Organizations:

Florida Stormwater Association – Education Committee Member

### Software

#### Proficiencies:

- ArcGIS + Extensions
- ArcHydro
- HEC-RAS (1D, 2D)
- ICPR4
- MIKE 11

**Continuous Simulation of a Regional Wetland and Adjacent Watersheds to Evaluate a Potential Diversion and Existing Conditions. Confidential Governmental Client, East Coast of Florida. Data Analyst.** Collective Water Resources (Collective) was selected by a local government to assist with the creation of a continuous simulation for multiple regulatory, planning, and legal needs. For this project, Ms. Leitschuh assisted in developing a 1D/2D HEC-RAS model of associated canals and wetlands. Specifically, she assisted with development of the terrain data in GIS, created the 2D mesh in HEC-RAS, and connected the 1D and 2D portions of the model, and exported model results back to the ArcGIS platform.

**Stormwater Master Plan Modeling and Design Implementation, City of Fort Lauderdale, Florida. Hydrologic/Hydraulic Modeler.** Collective worked as a subconsultant to Hazen & Sawyer to develop the Fort Lauderdale Stormwater Master Plan Modeling approaches. Specifically, Ms. Leitschuh was responsible for: compiling and refining topographic data; parameterizing hydrologic and hydraulic data using ArcGIS and ArcHydro for ICPR4 model inputs (1D and 2D parameters); modeling bridges in HEC-RAS for import into ICPR as rating curves; analyzing model results; stabilizing model; mapping and analyzing floodplains from model outputs; and documenting model inputs and results; developing the methodology for the level of service analysis.

**Stormwater Master Plan, City of West Palm Beach, Florida. Task Manager – Sea Level Rise and Climate Change.** Collective facilitated the creation of a holistic guide to stormwater management for the next 30 years for the City of West Palm Beach. Ms. Leitschuh constructed future (30 year) model scenarios in ICPR3 for sea level rise and groundwater rise, analyzed model results, mapped future sea level rise scenarios, and used the results to identify future risk to critical infrastructure.

**26<sup>th</sup> Street and Flagler Drive Stormwater Improvements, City of West Palm Beach, FL. Project Manager.** Collective Water Resources, as a subconsultant to Holtz Consulting Engineers, assessed the assessing the hydraulic capacity of a major outfall to the intracoastal for the existing and future conditions as part of a condition assessment in West Palm Beach.

**Marine Way Seawall and Docks Conceptual Stormwater Analyses, City of Delray Beach, Florida. Project Manager.** Collective is currently working as a subconsultant to Wantman Group, Inc (WGI) to improve the stormwater system to mitigate localized flooding for the Marine Way corridor. Collective is responsible for stormwater modeling of the existing and proposed systems. Ms. Leitschuh is project manager for this project and has led the modeling team through the representation of current and future tidal and groundwater conditions in ICPR4. She has worked closely with the design team to improve the proposed stormwater system.



### Tab 3: Project Understanding and Approach

For the Watershed Master Plan (WMP), our team is differentiated both in terms of experience with this specific CRS Activity, as well as our previous work with efficient and relevant analyses statewide. Both sets of project experience can be leveraged to expedite and add value to the County's WMP and associated deliverables. Project management and the required modeling effort will be led by Collective/Elizabeth Perez. The effort to draft the WMP will be led by Lori Lehr and Erin L. Deady - with Lori Lehr also leading the coordination with ISO to ensure its future acceptance for CRS Activity credit.

According to the CRS Coordinator's manual, the purpose of watershed planning is to provide a tool that can be used in decision-making to reduce flooding from future conditions which can include development/redevelopment, climate change, and sea level rise. This grant-funded deliverable will be prepared with this leading purpose, but also to provide a strong baseline for future work within the County to improve its participation within the CRS program (currently a Class Rating of 5 as indicated by the April 2022 Eligible Communities list with approximately 150 points from a Class Rating of 4). An Activity 452.b Watershed Master Plan is a prerequisite to achieving a Class Rating of 4. While other activities may need to be pursued in companion with a WMP to achieve a Class 4 if that is the County's goal, this project affords the County an opportunity to enhance relevant datasets, explore climate vulnerability, and modernize some of your stormwater information. This enriched value-added approach is key to the Collective Team.

#### TRACK RECORD MATTERS IN CRS

Because the CRS Program is applied the same nationally, it is more efficient for local governments to work with firms that specialize in CRS programming versus firms that are focused on traditional civil engineering. What is unwritten is oftentimes more important in the CRS program (and the actual award of points) versus what is written in the Coordinator's Manuals.

Our team is extremely familiar with the WMP Pilot Program – but it is also important to mention that **we wrote WMPs that were awarded CRS credit prior to this Pilot Program.** We've also directly interacted with FDEM, ISO, and LMS staff (ISO staff are the very reviewers that will review Okaloosa County's WMP) regarding these template work products. We know both the strengths and weaknesses of these work products and because of our intense focus on CRS and data, can assist the County with an efficient route to the completion of your WMP that will provide CRS credit. This approach will review the basic steps our team will take to facilitate the WMP with a focus on our track record. **Because the WMP Pilot Program is relatively new and we are plugged in to the details of CRS statewide, we know that no Florida Community has been awarded CRS credit for using these existing templates created during the Pilot program.** As such, our team proposes to use the best elements of the template work products while catering to the County's unique needs and various strengths of the Collective Water Team as we draw from our WMPs that were awarded credit in the CRS program.

#### Task 1 – Create Preliminary Project Plan Based on Initial Flood Modeling and Submit Draft WMP

Due to the interconnection of data collection, modeling, and eventual award of CRS credit – as well as the timeline of this effort - **the Collective Team recommends an early meeting with the County to discuss strategy that we can then take directly to ISO (and their consultants) for an early Courtesy Review and conversation.** We know, from previous projects, that routine Courtesy Reviews are extremely important to the success of a WMP. Because the County will be presenting new data and modeling to ISO, both should be cleared early in the

project before significant data review and processing begins.

Collective will document (via email to both parties) what the County and key reviewers agreed to during each Courtesy Review/conversation. **This is a critical part of project documentation since a record number of WMPs (approximately 35) will be underway in Florida over the next year.** This is also important because the modeling will dictate what data is needed. Due to project timelines and funding, data collection and processing needs to be strategic – so model selection is critical and should take place early. Model selection relates to several key project success factors – including schedule and award of CRS credit – among other critical factors that Collective can help the County prioritize early in the project. Collective reviewed previous modeling efforts (such as the County’s previous HEC-HMS/RAS modeling for your 2003 Stormwater Master Plan) and we are also familiar with other models within the watersheds being considered during this project, such as the MIKE SWMM model created for the City of Destin. **Collective is well-versed in all the potential FEMA-approved software packages that might be used for this effort and can assist the County in making an informed decision that allows for optimal usage of previous work products.**

According to the 2017 CRS Coordinator’s Manual (and 2021 update), to receive credit for Watershed Management Plan (WMP)<sup>1</sup>, the adopted watershed plan must include the following:

(a) Evaluation of future conditions, including the impacts of a median projected sea level rise (based on the National Oceanic and Atmospheric Administration’s (NOAA’s) “intermediate-high” projection for the year 2100) on the local drainage system during multiple rainfall events, including the 100-year rainfall event. This option is for coastal communities with no natural or constructed channels. Guidance on sea level rise projections for CRS purposes can be found in Section 404 of the CRS Coordinator’s Manual. Future-conditions should include a projected change in land use to determine the change in runoff from current to future, fully developed conditions. Our suggestion will be to include the incremental years of 2040 and 2070 which can be exported from our work for a subsequent Vulnerability Assessment the County may pursue, for instance under the Resilient Florida program.

(b) The community must have adopted regulatory standards that require onsite management of runoff from all storms up to and including the 25-year event that receive credit under SMR in Section 452.a. The adopted regulatory standards must manage future peak flows so that they do not increase over present values. “All storms” includes at a minimum the 10-year storm in addition to the 25-year event. Management of a 2-year storm is also recommended.

The preliminary Project Plan will include the considerations above – as well as those highlighted in the RFQ as follows (comments from the Collective team are in green):

## Data Inventory and Collection

### 1. Data inventory (used for initial flood modeling):

- a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands) – The modeling team will pre-screen these datasets for compliance with the selected model. Hydrologic models now require land use data in various formats so an early data screening will prevent data gaps and/or re-work during model parameterization.
- b. Inventory of existing drainage system – A compliant data-inventory is key to being awarded credit under the CRS Program. It is recommended that a preliminary list of the information to be included in this inventory be presented to ISO early in the project (both as a list and spatially with an image of the County’s watersheds and major hydrologic/hydraulic features).
- c. Inventory of data availability – This inventory will cross-check the datasets against the selected model and comments provided by the reviewers during the first Courtesy Review.

### 2. Locations of:

- a. Critical facilities, cultural/historical, and other places/areas of interest – Collective will build a strategic GIS layer based on these features and the selected model. GIS will also be used as a baseline for the project (to store all relevant datasets) and to create maps that are required by ISO.
- b. Vulnerable areas and their descriptions – These datasets will originate from many sources. Some of this information will be data catalogued by the County, others will originate with the public. As mentioned previously, a well-designed GIS is key to keeping this data organized. This GIS archive can also be used by the County for future efforts.
- c. Natural and constructed drainage systems and channels – Collective knows that CRS reviewers are not from Florida and is well-versed in translating hydrologic concepts for these very reviewers and bringing them up to speed quickly. The CRS documents are written from a national perspective (not Florida’s), so this translation is key to the eventual award of points. This establishment of nomenclature and expectations should take place during one of the first phone calls with the ISO review team and the County.

#### BUILDING DATA FOR THE FUTURE

Even if Okaloosa County is not interested in sea level rise/climate change modeling currently, it is optimally cost efficient to run scenarios for Resilient Florida during this project so that you can be aligned with future funding opportunities, which are and will likely continue to be significant.

3. Existing regulations and plans in place for reducing flood risks - This review will focus on the existing Floodplain Management Ordinance, other relevant Code sections, the Comprehensive Plan including various utilities and level of service provisions, the Coastal Element of the Comprehensive Plan and other relevant policies and provisions of local law.

## Initial Flood Modeling

4. **For current/existing conditions land use, future land use, and the fully developed watershed scenarios:**
  - a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events. Collective will also look for data to calibrate and verify the modeling if possible – we know that this attempt to calibrate is important for the acceptance of CRS points. We also suggest the use of a model that is approved for FEMA floodplain mapping in the event that the models are used for this purpose at a later date. We also know that the ISO reviewers prefer the usage of a FEMA-compliant model.
  - b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment. It will be important for the selected model to have the ability to exchange land use and run these fully-developed scenarios. This factor is a key consideration during the selection process.
  - c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems. Collective will first create the baseline model, de-bug, calibrate/verify – and then can readily run any number of scenarios for the County's review and use. Since Collective is a dedicated modeling firm, we also work quality control procedures into these steps that are rare in the industry. From past projects, Collective knows that our rigorous internal model reviews ensure a virtually seamless review from the ISO consulting hydrologist.
  - d. Determinations of the change in runoff from current to future, fully developed conditions.
  - e. Recommendations for managing at least the 10-year and the 25-year rainfall events. Collective knows that this final engineering evaluation is key to the acceptance of the WMP and is prepared to present this methodology to reviewers prior to its preparation. Normally, this analysis is summarized in both tabular and narrative formats and should hit key criteria that ISO reviewers will look for.
5. **For communities impacted by sea level rise: evaluations of the impacts of the National Oceanic and Atmospheric Administration (NOAA) Intermediate 2100 sea level rise scenario on the 100-year rainfall event.**
  - a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for two time frames into the future or a number of feet of sea level rise within this timeframe. We will also include the 2040 and 2070 timeframes for consistency with the Resilient Florida program.
6. **The plan must include a strategy and action plan to address the results of the studies for:**
  - a. Controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions. As a stormwater-focused firm, Collective will call on our engineers to look for permissible and cost-effective projects to achieve this criteria. It is important that the projects are also reasonable from an Environmental Resource Permit perspective.
  - b. The impact of climate change and sea level rise on fully developed conditions. Both Collective and Erin Deady manage climate change and sea level rise considerations on projects daily and are prepared for this conversation. Collective was one of the first firms in the State to do this type of analysis.
  - c. At least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event. A range of permissible solutions will be considered – ranging from non-structural/policy based solutions through major engineering projects.

- d. At least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event. **Collective is prepared to run events up through and including the 500-year storm event if necessary. We routinely build our models to run larger and/or far future events because we know it is necessary to truly evaluate a watershed and offer solutions to flooding (and is a requirement of the CRS program).**

Preparation of Part (a) will include future hydrologic conditions (rainfall, development and redevelopment, and groundwater increase from climate change or other conditions) as well as sea level rise. The hydrologic analysis will include existing and future conditions to determine the timing and volume of peak flows. The hydrologic analysis will allow the County to identify the amount of retention/detention necessary to prevent runoff increases for developed areas. A large and long duration storm will also be included to allow for compliance with the language reflected in the Addendum to the CRS Coordinator’s Manual (2021).

The team will generate GIS digital flooding maps for the County using the output data from the model developed. Maps will be developed for the SLR conditions simulated. As part of the mapping, wetland areas or other natural open space areas to be preserved from development will be identified. Collective is also prepared to assist County staff with the issues related to the scientific communication of these maps. **We know, first hand, that looking at flood data in the public eye can be a challenging conversation and we will work with staff throughout the process to effectively convey flood risk information – responsibly, timely, and accurately.**

During the project, the team will submit preliminary data to the County for a courtesy review to identify any areas where the project needs to focus on or modify. This may also be a point of coordination with ISO as well as the LMS Working Group.

## Task 2 – Revise Draft WMP and Submit Completed WMP

A Watershed Master Plan report will be developed to be submitted for CRS Activity 452.b credit. Model results and generated flood maps will be part of the report. Project recommendations (i.e., mitigation options) that comply with the WMP criteria will be added to the report. For any required County regulatory/code modifications, the team will work with County staff to develop the revised code.

The report will include the required information for WMP1 and WMP2 such as:

- Discussion of the model development process.
- Evaluation of future conditions for multiple storm events under 2040, 2070, and 2100 SLR (2040 and 2070 should most likely be added to comply with the requirements of Resilient Florida and to assist the County with a subsequent Vulnerability Assessment Update).
- Discussion of current County regulatory standards.
- Discussion of changes to County regulatory standards/codes required to meet WMP1 and WMP2

### FINAL DOCUMENTATION AND DATA

The Collective Team can provide any level of support to staff as you present the WMP and associated datasets. Scientific communication regarding flood data can be challenging (particularly far future data) and we specialize in these types of conversations for virtually any audience. Final acceptance of the WMP by the County Commission is required for the award of CRS credit so this is a critical step in the project.

criteria. This section will include the approved regulatory language.

- Description of mitigation options to minimize impacts from SLR.
- Backup data.

Other optional components of WMP, per CRS criteria, will also be discussed throughout the development of the plan, for example, funding sources. **Such optional components could yield a higher score for the Watershed Master Plan.** The team will provide a draft report to the County and incorporate any comments. Comments from the CRS courtesy reviews, if any, will also be incorporated.

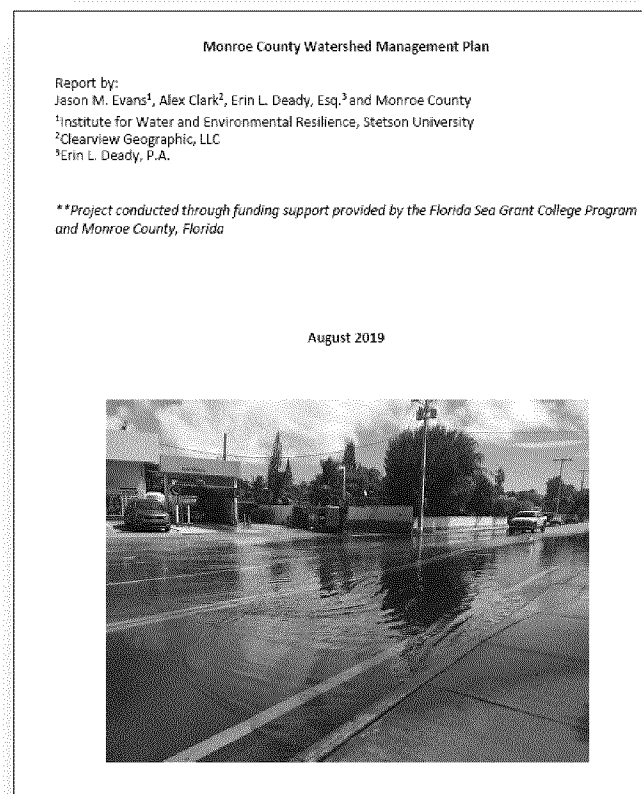
## Tab 4: Additional Information & Comments

From January 25, 2017-August 6, 2019, during the work that Lori Lehr, Inc. was performing for Monroe County related to CRS Class certification, the County received a National Oceanic and Atmospheric Administration grant to develop a Watershed Management Plan pursuant to Activity 452.b in the CRS program. A Final Watershed Management Plan was presented to the Monroe County Board of County Commissioners.

The project was challenging because it was the first instance in Florida where a local government had undertaken a Watershed Management Plan under CRS utilizing new criteria related to sea level rise. There was extensive coordination with ISO/CRS led by Lori Lehr and supported by Erin Deady. The scope of the modeling that needed to occur, scenarios for sea level rise and extent of stormwater infrastructure analyzed were all points of discussion with ISO. Field data was collected to resolve issues of key structures to model.

Since the project was grant funded, there was no room for cost overruns and the budget was met on time for the County to incorporate the plan into its efforts to increase its Class score from a 5 to a 3, over performing on the County's original goal to secure a Class 4 rating.

**This was the first such project approved by ISO in the State of Florida and only the 2<sup>nd</sup> nationally to develop and receive approval for an Activity 452.b Watershed Management Plan.**



## Tab 5: Business Credentials and Other

### Collective Water Resources

*Collective Water Resources, LLC is the prime contractor for this team. Collective is a business in good standing with the State of Florida and holds several certifications as both a fully minority and woman-owned engineering firm.*

# *State of Florida Department of State*

I certify from the records of this office that COLLECTIVE WATER RESOURCES LLC is a limited liability company organized under the laws of the State of Florida, filed on June 12, 2012.

The document number of this limited liability company is L12000077694.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 6, 2023, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of February, 2023*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

*Secretary of State*

Tracking Number: 6289665144CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**PEREZ, ELIZABETH MARIA**

3158 N. GREENLEAF CIRCLE  
BOYNTON BEACH FL 33426

LICENSE NUMBER: PE61023

EXPIRATION DATE: FEBRUARY 28, 2023

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*State of Florida*

Woman & Minority Business Certification

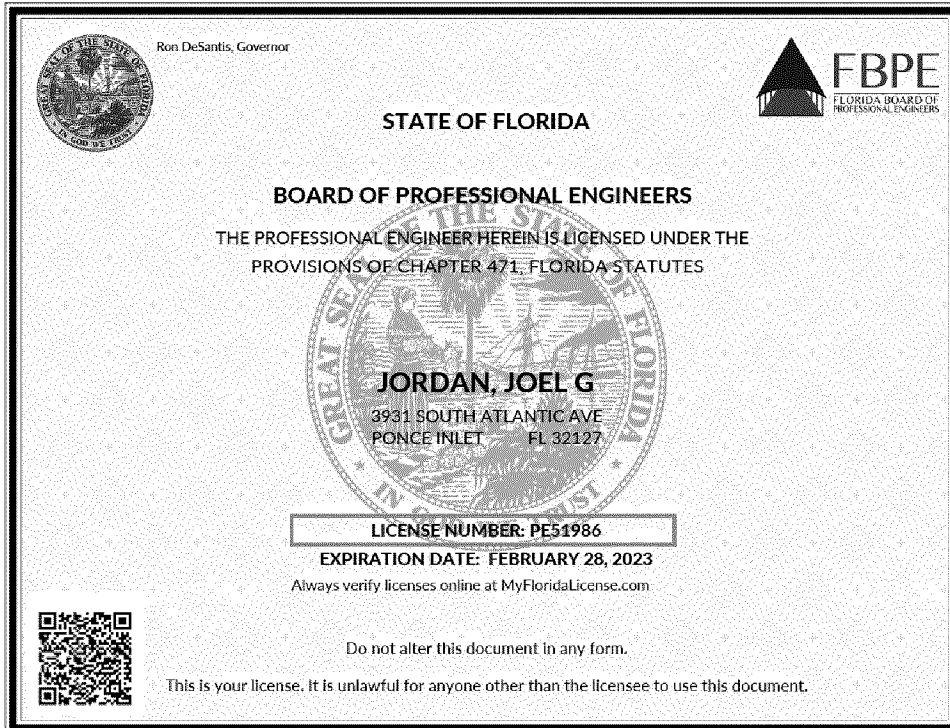
Collective Water Resources, LLC

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
10/03/2022 to 10/03/2024

J. Todd Inman  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, FL 32309  
850-487-0915  
[www.dms.myflorida.com/oid](http://www.dms.myflorida.com/oid)





Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**DUNHAM, STEPHANIE Y.**

250 S. AUSTRALIAN AVE  
SUITE 1110  
WEST PALM BEACH FL 33401

LICENSE NUMBER: PE59782

EXPIRATION DATE: FEBRUARY 28, 2023

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Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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**LEITSCHUH, ANNA MARIE**

915 SW 7TH ST.  
BOCA RATON FL 33486

LICENSE NUMBER: PE84415

EXPIRATION DATE: FEBRUARY 28, 2023

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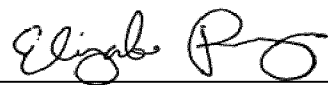


**RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED RESPONDENT 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, Florida Statutes, 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:	<u>February 7, 2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Collective Water Resources, LLC</u>	NAME:	<u>Elizabeth Perez</u>
ADDRESS:	<u>250 S. Australian Avenue</u>		<u>(TYPED OR PRINTED)</u>
	<u>Suite 1110</u>		<u></u>
	<u>West Palm Beach, FL 33401</u>	TITLE:	<u>President</u>
	<u></u>		<u></u>
PHONE #:	<u>(561) 779-3552</u>	E-MAIL:	<u>lperez@collectivewater.com</u>

**RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or 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:  X

NAME(S) POTISTION(S)

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FIRM NAME: Collective Water Resources, LLC

BY (PRINTED): Elizabeth Perez

BY (SIGNATURE): 

TITLE: President

ADDRESS: 250 S. Australian Ave, Suite 1110

West Palm Beach, FL 33401

PHONE NUMBER: (561) 779 - 3552

E-MAIL: lperez@collectivewater.com

DATE: February 7, 2023

**RESPONSE DOCUMENT #3: 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 during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract 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 contract term; and shall provide documentation such verification to the COUNTY upon request.

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

DATE:	<u>February 7, 2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Collective Water Resources, LLC</u>	NAME:	<u>Elizabeth Perez</u>
ADDRESS:	<u>250 S. Australian Avenue</u> <u>Suite 1110</u> <u>West Palm Beach, FL 33401</u>	TITLE:	<u>President</u>
E-MAIL:	<u>lperez@collectivewater.com</u>		
PHONE #:	<u>(561) 779-3552</u>		

**RESPONSE DOCUMENT #4: 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 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.

I Elizab PO representing Collective Water Resources, LLC  
Signature Company Name

on this 7th day of February 2023, I 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.

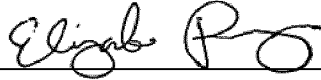


**RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS**

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.

Collective Water Resources, LLC

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Proposer's Company Name  
250 S. Australian Ave, Suite 1110  
West Palm Beach, FL 33401

---

Authorized Signature – Manual

Elizabeth Perez

---

Physical Address  
250 S. Australian Ave, Suite 1110  
West Palm Beach, FL 33401

---

Authorized Signature – Typed

President

---

Mailing Address  
(561) 779 - 3552

---

Title

N/A

---

Phone Number  
(561) 779-3552

---

FAX Number

(561) 291 - 5375

---

Cellular Number  
February 7, 2023

---

After-Hours Number(s)

Date

**RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT**

**RFQ PW 15-23**

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

**I. ADDENDUM NO.**

**II. DATE**

1

January 30, 2023

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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.

**RESPONSE DOCUMENT #7: COMPANY DATA**

Respondent's Company Name: Collective Water Resources, LLC

Physical Address & Phone #: 250 S. Australian Avenue

Suite 1110

West Palm Beach, Florida 33401

Phone: (561) 779 - 3552

Contact Person (Typed-Printed): Elizabeth Perez

Phone #: (561) 779 - 3352

Cell #: (561) 779 - 3552

Federal ID or SS #: 45-5472666

DUNNS/SAM #: 07-924-4693

Respondent's License #: Florida PE License #61023

Additional License – Trade and Number: N/A

Fax #: None

Emergency #'s After Hours,  
Weekends & Holidays: (561) 291 - 5375

Disadvantaged Business  
Enterprise (Details) Minority & Woman-Owned, Florida Certification

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## **RESPONSE DOCUMENT #8: 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 subpart 32.11) 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 www.sam.gov 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 www.sam.gov 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: Collective Water Resources, LLC

Entity Address: 250 S. Australian Avenue, Suite 1110, West Palm Beach, FL 33401

Sam.gov Unique Entity Identifier: U36HB6R13CG7

CAGE Code: 76WR9

**RESPONSE DOCUMENT #9: 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:

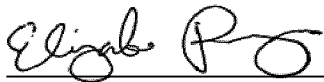
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making 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.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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 31U.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.



Signature of Contractor's Authorized Official

Elizabeth Perez, President Name and Title of Contractor's Authorized Official

February 7, 2023 Date

**RESPONSE DOCUMENT #10: 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 Collective Water Resources, LLC

2. This sworn statement is submitted by Elizabeth Perez

whose business address is: 250 S. Australian Avenue, Suite 1110, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 45-5472666

3. My name is Elizabeth Perez and my relationship to the entity named above is President

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. (1) A predecessor or successor of a person convicted of a public entity crime; or
2. (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.]

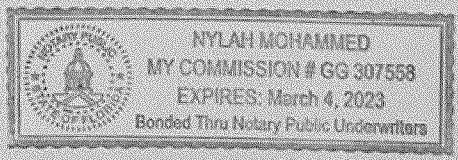
Date: February 7, 2023 Signature: [Handwritten Signature]

STATE OF: FLORIDA

COUNTY OF: Palm Beach

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 7<sup>th</sup> day of February, in the year 2023.

My commission expires: [Handwritten Signature]  
Notary Public  
NYLAH MOHAMMED



Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:  
Florida Driver License  
Type of ID



## **RESPONSE DOCUMENT #11: GOVERNMENT DEBARMENT & SUSPENSION**

### **Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

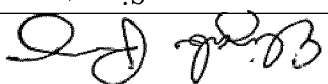
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor 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).

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified 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

Elizabeth Perez, President  
Printed Name and Title of Authorized Representative

  
Signature

February 7, 2023  
Date


Okaloosa County Board of County Commissioners  
Sub-Recipient's Name  
H0910  
DEM Contract Number  
4337-4-Pal  
FEMA Project Number

Collective Water Resources, LLC  
Company Name  
250 S. Australian Ave, Suite 1110  
Street Address  
West Palm Beach, FL 33401  
City, State, Zip

**RESPONSE DOCUMENT #12: VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate Collective Water Resources, LLC, the bid proposer, certifies that it is not: (1) listed on 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 disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer 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 bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer 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 bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer 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 bid proposer.

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

DATE: February 7, 2023 SIGNATURE: 

COMPANY: Collective Water Resources, LLC NAME: Elizabeth Perez  
(Typed or Printed)

ADDRESS: 250 S. Australian Ave TITLE: President  
Suite 1110  
West Palm Beach, FL 33401 E-MAIL: lperez@collectivewater.com

PHONE NO.: (561) 779-3552

## **RESPONSE DOCUMENT #13: GRANT FUNDED CLAUSES**

This Exhibit is hereby incorporated by reference into the main *Procurement*.

### **FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION**

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Quoter* shall adhere to all grant conditions as set forth in the requirements of Grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

#### **Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):**

Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage. or has previously been advised of ineligibility for Restore Act Spill Impact Component (Pot 3) funded projects.

**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):** Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):** Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* 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 *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* 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

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375 and 12086):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the *Proposer*’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer*’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The contractor shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):** Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contracts which include payment for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) and shall be supported by documentation available for audit.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):** Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (2 CFR part 180.220, Executive Orders 12549 and 12689):** Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract. In accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3

CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance and further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. 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 must 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 non-Federal award. The contractor shall certify compliance.

**501(c)(4) Entities:** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses. Contractor shall comply with the "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* 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.

**Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County,

Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**Record Retention (2 CFR § 200.33): Record Retention:** Applicability: All Contracts that received or may receive **Federal or State** grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

**Federal Changes:** *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

**Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* 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].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which



prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract*] is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. *A resulting contract* may be unilaterally terminated immediately by County for *Proposer*'s violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005):** Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**Enhanced Whistleblower Protections (41 U.S.C. § 4712):** Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with *a resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year

received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

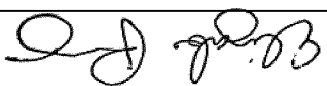
**Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *Proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

The President on behalf of Collective Water Resources, LLC  
the *Proposer* is authorized to sign below and confirm the *Proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: February 7, 2023  
SIGNATURE:   
NAME: Elizabeth Perez  
TITLE: President  
COMPANY: Collective Water Resources, LLC  
ADDRESS: 250 S. Australian Avenue  
Suite 1110  
West Palm Beach, FL 33401  
E-MAIL: [lperez@collectivewater.com](mailto:lperez@collectivewater.com)  
PHONE NO.: (561) 779-3552

**RESPONSE DOCUMENT #14: BUY AMERICA CERTIFICATES**

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

**Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: February 7, 2023  
SIGNATURE: Elizabeth Perez  
COMPANY: Collective Water Resources, LLC  
NAME: Elizabeth Perez  
TITLE: President

**Certificate of Non-Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**RESPONSE DOCUMENT #15: FDEM/FEMA GRANT CLAUSES**

**FDEM / FEMA GRANT CLAUSES  
(NON-CONSTRUCTION PROJECT)**

- (1) In addition to the foregoing clauses, the Contractor shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in this Agreement. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that other applicable statutes, rules, or regulations can be disregarded.
  
- (2) Okaloosa County's obligation to pay under this Agreement is contingent upon an annual appropriation by the State of Florida's Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
  
- (3) As required by 2 C.F.R. §200.303, the Contractor shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Okaloosa County designates as sensitive or the Contractor considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

(4) **COPYRIGHT, PATENT AND TRADEMARK**

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

- a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
  
- b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek

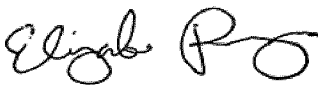
patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully- paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

LEGAL AUTHORIZATION

The undersigned certified they are a person and have the authority to legally execute and bind Contractor to the terms of this response.

DATE:	<u>February 7, 2023</u>	SIGNATURE	<u></u>
COMPANY:	<u>Collective Water Resources, LLC</u>	NAME:	<u>Elizabeth Perez</u>
ADDRESS:	<u>250 S. Australian Avenue</u> <u>Suite 1110</u> <u>West Palm Beach, FL 33401</u>	TITLE:	<u>President</u>
E-MAIL:	<u>lperez@collectivewater.com</u>		
PHONE NO.:	<u>(561) 779-3552</u>		

# *State of Florida*

## *Department of State*

I certify from the records of this office that COLLECTIVE WATER RESOURCES LLC is a limited liability company organized under the laws of the State of Florida, filed on June 12, 2012.

The document number of this limited liability company is L12000077694.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 6, 2023, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of February, 2023*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

*Secretary of State*

Tracking Number: 5289565144CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# Scope of Work

*Last Updated: March 28, 2023*

## Okaloosa County/Watershed Master Plan

Collective Water Resources, Lori Lehr, Inc., Erin Deady

### Introduction

Okaloosa County (the County) is undertaking the creation of a Watershed Master Plan (WMP) to meet that requirement within the Community Rating System (CRS) Program. The County is currently a CRS Class 5 which means that most National Flood Insurance Program (NFIP) flood insurance policy holders receive a 25% discount on their annual flood insurance premiums. The discount is a direct result of the County's floodplain management practices that are credited under a multi-tier CRS program. Having a WMP that meets the CRS program requirements will satisfy one of the CRS criteria for moving to a CRS Class 4, offering a 30% discount to NFIP flood insurance policy holders.

Project Management and the required modeling/engineering effort will be led by Collective Water Resources, LLC. The effort to draft the Watershed Master Plan will be led by Lori Lehr and Erin L. Deady with Lori Lehr also leading the coordination with ISO to ensure its future acceptance for CRS Activity credit.

**According to the CRS Coordinator's manual, the purpose of watershed planning is to provide a tool that can be used in decision-making to reduce flooding from future conditions which can include development/redevelopment, climate change, and sea level rise.** This grant-funded deliverable will be prepared with this leading purpose, but also to provide a strong baseline for future work within the County. This project affords the County an opportunity to enhance relevant datasets, explore climate vulnerability, and modernize some of your stormwater information.

### Task 1 – Data and Baseline CRS Review

The Collective Team will review best-available datasets and inventory the data for use as part of the WMP and related CRS activities. Collective can also assist the County with the selection of a model during this task, should assistance be needed. Related County policies and Code and other related items will also be reviewed to ensure they will meet the requirements of a CRS Class 4 (or higher). This review will include stormwater design criteria, floodplain management, relevant land development code/regulations and relevant Comprehensive Plan Elements.

#### **The data inventory will include the following items:**

1. Soils, land use, and land cover characteristics (e.g., soils types, impervious surfaces, and land use (including wetlands) – among other datasets). The modeling team will pre-screen these data sets for compliance with the selected model. Hydrologic models now require land use data in various formats so an early data screening will prevent data gaps and/or re-work during model parameterization. It will be necessary for the modeling team to obtain both existing and future land use files (as available) from the County.
2. Inventory of existing drainage system – Collective will review available data including the required structures to create a hydraulic network for portions of the County. The hydraulic network will include both County



infrastructure as well as natural channels/riverine systems. It may also be necessary to include major structures or boundary conditions that are under the jurisdiction of other local or state governmental agencies.

3. Critical facilities, cultural/historical, and other places/areas of interest – Collective will build a strategic Geographic Information System (GIS) based on these features and the selected model.
4. Vulnerable areas and their descriptions – These datasets will originate from many sources. Some of these will be data catalogued by the County, others will originate with the public.
5. Existing regulations and plans in place for reducing flood risks

At the conclusion of this task, a meeting will be held with first County staff to review WMP and CRS strategy, and then with the County and the ISO reviewers to review the following:

- The selected modeling software and methodologies for both hydrologic and hydraulic simulation.
- The proposed model domain(s) and major networks to be modeled. Calibration methodology will also be reviewed with ISO.
- The model level of detail (to ensure CRS requirements will be met).
- The geodatabase schema(s) to be used to store various datasets (this will only be shown in the County meeting and does not need to be viewed by the ISO review team at this time).

## Task 2 – Baseline Analyses and WMP Outline

Based on the outcome of Task 1, Collective will prepare hydrologic and hydraulic model(s) to evaluate a variety of existing and future conditions. The model(s) will be checked and de-bugged based on a future 100-year storm event to ensure adequate performance during Task 3. Once the initial model run passes the quality control requirements of Collective, it will be calibrated and verified based on the project engineer's judgement. Best available data will be used for calibration. The WMP Outline will also be drafted as part of this task.

At the conclusion of this task, a meeting will be held with first County staff to review model results, and then with the County and the ISO reviewers to review the following:

- The final model domain, results of the initial model run, and calibration results.
- The proposed WMP Outline.

## Task 3 – Production Runs and Draft WMP

Once the Collective Team has received and incorporated all comments from the County and ISO, production runs will be completed. The anticipated model production runs will include:

- Current Conditions
  - 5-, 10-, 25-, and 100-year storm events.
- 2040 Conditions
  - 5-, 10-, 25-, and 100-year storm events with sea level rise, future land use (best available data), and rainfall change factors.

- 2070 Conditions
  - 5-, 10-, 25-, and 100-year storm events with sea level rise, future land use (best available data), and rainfall change factors.
- 2100 Conditions
  - 5-, 10-, 25-, and 100-year storm events with sea level rise, future land use (best available data), and rainfall change factors. This task will satisfy CRS requirements for the model run that evaluates the NOAA Intermediate 2100 conditions.
- Model runs based on engineer’s judgement to meet requirements of the WMP. Collective reserves the right to run additional simulations based on the need to evaluate potential solutions based on the outcome of the other production runs.

The draft WMP will be generated at the conclusion of this task.

At the conclusion of this task, a meeting will be held with first County staff to review model results, and then with the County and the ISO reviewers to review the following:

- The results of the production runs.
- Requirements to meet CRS requirements for future conditions.
- The draft WMP.
- 

A draft meeting with the County Commission will also be held at the conclusion of this task to present the draft WMP. The WMP will also be submitted to the Florida Division of Emergency Management at the conclusion of this task.

## Task 4 – Final WMP

Once the Collective Team has received and incorporated all comments from the County and ISO, a final version of the WMP will be created. The Collective Team will also coordinate with the County’s LMS Working Group to ensure the group will adopt the WMP as an annex in the next LMS Updates and that they will use the data to inform the risk assessment and mitigation strategy.

## Project Deliverables

- Meeting preparation at the conclusion of Tasks 1, 2, and 3 (with the County and then County/ISO Reviewers).
- Model executables for all project simulations in native formats.
- Draft WMP Document as both a Microsoft Word document and as a PDF.
- Final WMP Document as both a Microsoft Word document and as a PDF.
- All supporting GIS files (including the geodatabases mentioned in this scope of work. Inundation maps (both depth and elevation grids) will be provided for all 10-, 25- and 100-year simulations.
- A version of the final WMP to be submitted to the Florida Department of Emergency Management

## NEGOTIATED POSITIONS & RATES

Table 2 –Fully Loaded Rates Standard Hourly Rates

Task	COLLECTIVE WATER RESOURCES, LLC														SUBCONSULTANTS				Total Fee
	Sr. Principal/Corporate Officer		Licensed PM		Senior Engineer		Professional Engineer		Engineer in Training		Engineer in Training				Lori Lehr, Inc.		Erin L. Deady, AICP, Esq.		
	\$260.00		\$255.00		\$250.00		\$235.00		\$180.00		\$130.00				\$150.00		\$240.00		
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	SUM, hours	Collective SUM, Cost	Hours	Fee	Hours	Fee	
<b>Task 1 - Data and Baseline Review</b>	2	\$520.00	12	\$ 3,060.00	16	\$4,000.00	30	\$7,050.00	40	\$ 6,400.00	45	\$ 5,850.00	145	\$26,890.00	10	\$ 1,500.00	10	\$2,400.00	\$50,790.00
<b>Task 2 - Analyses and Outline</b>	8	\$2,080.00	35	\$ 8,925.00	16	\$4,000.00	78	\$18,330.00	147	\$23,520.00	150	\$19,500.00	434	\$76,355.00	10	\$ 1,500.00	12	\$2,880.00	\$80,735.00
<b>Task 3 - Draft WMP</b>	8	\$2,080.00	40	\$10,200.00	8	\$2,000.00	8	\$1,880.00	0	\$ -	80	\$10,400.00	144	\$26,560.00	20	\$ 3,000.00	34	\$8,160.00	\$37,720.00
<b>Task 4 - Final WMP</b>	4	\$1,040.00	20	\$ 5,100.00	8	\$2,000.00	0	\$0.00	0	\$ -	16	\$ 2,080.00	48	\$10,220.00	25	\$ 3,750.00	28	\$6,720.00	\$20,690.00
<b>SUMS</b>	<b>22</b>	<b>\$5,720.00</b>	<b>107</b>	<b>\$27,285.00</b>	<b>48</b>	<b>\$12,000.00</b>	<b>116</b>	<b>\$27,260.00</b>	<b>187</b>	<b>\$29,920.00</b>	<b>291</b>	<b>\$37,830.00</b>	<b>771</b>	<b>\$140,015.00</b>	<b>65</b>	<b>\$9,750.00</b>	<b>84</b>	<b>\$20,160.00</b>	<b>\$ 169,925.00</b>

## **EXHIBIT C – INSURANCE REQUIREMENTS**

Article 4 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 4 – INSURANCE**

#### **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.

#### **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
5. Personal and Advertising Injury	\$1M each occurrence
1. 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 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 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.