

CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#23-1100

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: December 5, 2023

TITLE: Motion Approving a Piggyback Agreement with Stantec Consulting Services Inc Utilizing the City of Palm Bay's Agreement for Financial Rate and Management Consulting Services - \$500,000 - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission approve a piggyback Professional Service Agreement for Financial Rate and Management Consultant Services with Stantec Consulting Services Inc. *via* a Professional Service Agreement for Financial Rate and Management Consultant Services between Stantec Consulting Services Inc. and the City of Palm Bay, RFP No. 35-0-2022/SZ, ("Palm Bay Agreement"), in the amount of \$500,000 through July 16, 2024, in substantially the form attached, and authorize the City Manager to approve three (3), one-year renewal options, subject to and conditioned on extension(s) of the Palm Bay Agreement, in the estimated annual amount of \$500,000, for a potential contract amount of \$2,000,000, contingent upon appropriation of funds.

Background

Since Fiscal Year 2013 Stantec Consulting Services Inc. has provided revenue sufficiency and long-range planning services for the Water and Sewer Funds, Central Regional Wastewater Fund, Sanitation Fund, Stormwater Fund, Airport Fund, Parking Fund, Building Fund and the General Fund. Stantec uses a proprietary modeling tool, FAMS-XL, to produce a multi-year projection of the sufficiency of revenues to meet all current and projected financial requirements and determine the level of revenue increases necessary in each year to provide sufficient revenues to fund all of its requirements.

Since the initial contract period, Stantec has also assisted the City with bond feasibility reporting, the annual stormwater assessment roll preparation, and various utility and service rate modeling. Due to the interconnectivity of these services and the City's financial modeling, Stantec is uniquely positioned to provide these services using historic financial, flow rate, and other quantitative data that is built into the financial models.

Stantec Consulting Services Inc. was selected through a competitive process by the City of Palm Bay to provide financial rate and management consulting services including rate

studies, cost-of service analysis, financial planning and capital funding, benchmarking, affordability, economic analysis, economic impact assessments, and strategy. The City and Stantec Consulting Services Inc. have mutually agreed to utilize the rate outlined in the Palm Bay Agreement.

Resource Impact

Funds for this contract are available in the FY 2024 Operating Budget in the accounts listed below:

<i>Funds available as of November 21, 2023</i>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-001-9002- 519-30-3199	Other General Government – Social/Cultural	Services & Materials/ Other Professional Services	\$ 160,934	\$ 127,484	\$ 59,000
10-450-7101- 536-30-3199	Utilities Engineering Operations	Services & Materials/ Other Professional Services	3,706,430	3,553,903	200,000
10-450-7001- 536-30-3199	Public Works Administration	Services & Materials/ Other Professional Services	364,465	224,955	35,500
10-470-7340- 538-30-3199	Stormwater	Services & Materials/ Other Professional Services	2,417,473	2,325,282	72,000
10-140-3101- 524-30-3199	Building Permits	Services & Materials/ Other Professional Services	2,962,182	1,649,083	13,000
10-461-8001- 545-30-3199	Transportation & Mobility Admin. Support	Services & Materials/ Other Professional Services	80,802	39,722	13,000
10-468-1460- 542-30-3199	Executive Airport	Services & Materials/ Other Professional Services	3,033,921	2,801,169	13,000
10-409-7201- 534-30-3199	Sanitation	Services & Materials/ Other Professional Services	97,762	49,940	13,000
10-451-7424- 536-30-3199	Lohmeyer Regional Plant Operations	Services & Materials/ Other Professional Services	10,478,959	5,852,495	13,000
TOTAL AMOUNT ►					\$431,500

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably.
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term financial planning

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are United.

Attachments

Exhibit 1 – City of Palm Bay Professional Service Agreement for RFP No. 35-0-2022/SZ

Exhibit 2 – City of Palm Bay Contract No. 35-0-2022/SZ Amendment 1 – Renewal

Exhibit 3 – City of Fort Lauderdale Professional Service Agreement

Prepared by: Yvette Matthews, Assistant Director, Office of Management and Budget
David Clemente, Assistant Procurement and Contracts Manager, Finance
Shamori Aldridge, Sr. Administrative Assistant, Finance

Department Director: Laura Reece, Office of Management and Budget
Linda Short, Finance



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David Clemente, Assistant Procurement and Contracts Manager, Finance
Shamori Aldridge, Sr. Administrative Assistant, Finance

Department Director: Laura Reece, Office of Management and Budget
Linda Short, Finance

File #: 231100 Version: 1

Type: CONSENT PURCHASE

Title: Motion Approving a Piggyback Agreement with Stantec Consulting Services Inc Utilizing the City of Palm Bay's Agreement for Financial Rate and Management Consulting Services - \$500,000 - (Commission Districts 1, 2, 3 and 4)

Mover: Warren Sturman Second: Steven Glassman

Result: Pass

Agenda note:

Minutes note:

Action: APPROVED

Action text: APPROVED

consent votes (5:0)

5 records Group Export

Person Name	Vote
<u>John C. Herbst</u>	Yea
<u>Steven Glassman</u>	Yea
<u>Pam Beasley-Pittman</u>	Yea
<u>Warren Sturman</u>	Yea
<u>Dean J. Trantalis</u>	Yea



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

STANTEC CONSULTING SERVICES INC.

Filing Information

Document Number	F01000005948
FEI/EIN Number	11-2167170
Date Filed	11/14/2001
State	NY
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/27/2007
Event Effective Date	12/31/2007

Principal Address

410 17TH STREET
SUITE 1400
DENVER, CO 80202

Changed: 04/16/2023

Mailing Address

10220 - 103 AVENUE NW
SUITE 300
EDMONTON T5J 0K4 CA

Changed: 07/24/2023

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 02/14/2013

Address Changed: 02/14/2013

Officer/Director Detail

Name & Address

Title Director, VP, Asst. Secretary

STONE, JEFFREY P
61 COMMERCIAL STREET
SUITE 100
ROCHESTER, NY 14614

Title Director, COO, Executive Vice President

LERNER, STUART E
475 FIFTH AVENUE
12TH FLOOR
NEW YORK, NY 10017

Title President

JOHNSTON, GORDON A
10220 - 103 AVENUE NW
SUITE 300
EDMONTON T5J 0K4 CA

Title Secretary

HEISLER, CHRISTOPHER O
10220 - 103 AVENUE NW
SUITE 300
EDMONTON T5J 0K4 CA

Title Treasurer

JANG, THERESA
10220 - 103 AVENUE NW
SUITE 300
EDMONTON T5J 0K4 CA

Title Account Manager

KENNEDY, MICHAEL A
6920 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240

Title VP

CASTELLA, RAMON
901 PONCE DE LEON BLVD
SUITE 900
CORAL GABLES, FL 33134

Title VP

WILHOIT, KRISTOPHER
6920 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240

Title Senior Principal

STOKER, DOUGLAS E
380 PARK PLACE BOULEVARD
SUITE 300
CLEARWATER, FL 33759

Title VP

HOLMES, MEGAN
1500 SPRING GARDEN STREET
SUITE 1100
PHILADELPHIA, PA 19130

Title Senior Principal

BUTTARI, SCOTT
6920 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240

Title VP

BURNHAM, ANDREW
777 S HARBOUR ISLAND BLVD
STE 600
TAMPA, FL 33602

Title VP

CAMPBELL, AMY
777 S HARBOUR ISLAND BLVD
STE 600
TAMPA, FL 33602

Annual Reports

Report Year	Filed Date
2023	04/16/2023
2023	07/24/2023
2024	01/22/2024

Document Images

01/22/2024 -- ANNUAL REPORT	View image in PDF format
11/06/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
09/12/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
07/27/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
07/24/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
04/16/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
04/16/2021 -- ANNUAL REPORT	View image in PDF format

01/16/2020 -- ANNUAL REPORT	View image in PDF format
05/03/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/06/2019 -- ANNUAL REPORT	View image in PDF format
03/15/2018 -- ANNUAL REPORT	View image in PDF format
02/16/2017 -- ANNUAL REPORT	View image in PDF format
08/26/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/21/2016 -- ANNUAL REPORT	View image in PDF format
02/05/2015 -- ANNUAL REPORT	View image in PDF format
04/17/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/14/2013 -- ANNUAL REPORT	View image in PDF format
02/29/2012 -- ANNUAL REPORT	View image in PDF format
02/01/2011 -- ANNUAL REPORT	View image in PDF format
09/07/2010 -- ANNUAL REPORT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
07/24/2008 -- ANNUAL REPORT	View image in PDF format
12/27/2007 -- Merger	View image in PDF format
03/27/2007 -- ANNUAL REPORT	View image in PDF format
06/30/2006 -- ANNUAL REPORT	View image in PDF format
07/13/2005 -- ANNUAL REPORT	View image in PDF format
04/08/2005 -- Name Change	View image in PDF format
01/31/2005 -- Name Change	View image in PDF format
01/31/2005 -- Name Change	View image in PDF format
09/13/2004 -- ANNUAL REPORT	View image in PDF format
08/04/2003 -- ANNUAL REPORT	View image in PDF format
11/06/2002 -- ANNUAL REPORT	View image in PDF format
11/14/2001 -- Foreign Profit	View image in PDF format

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Andrew Burnham Title: Vice President Entity: Stantec Consulting Services Inc.

Signature: [Signature] Date: 2/21/2024

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 21st day of February, 2024 by Andrew Burnham, as

Vice President for Stantec Consulting Services Inc., who is

personally known to me or who has produced _____ as identification

Notary Public Signature: [Signature]

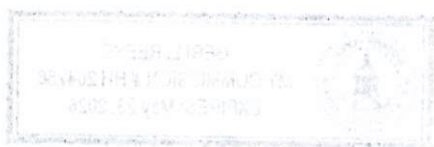
(Notary Seal)

Print Name: Geri L. Reese

My commission expires: 5/23/26



212
to be paid
X



2/19/68

Gov. J. Ross
Franklin

**PROFESSIONAL SERVICE AGREEMENT FOR
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES
BETWEEN THE CITY OF FORT LAUDERDALE
AND STANTEC CONSULTING SERVICES INC.**

THIS PROFESSIONAL SERVICE AGREEMENT FOR FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES ("Agreement"), made and entered into this 5th day of December, 2023, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and Stantec Consulting Services Inc., a New York corporation authorized to transact business in the State of Florida, ("Contractor"), whose address is 777 South Harbour Island Blvd., Suite 600, Tampa, FL 33602, Email: andrew.burnham@stantec.com, Phone: (813) 223-9500.

WHEREAS, the City and the Contractor wish to enter into a Professional Service Agreement for Financial Rate and Management Consultant Services based on a Professional Service Agreement for Financial Rate and Management Consultant Services between Stantec Consulting Services Inc. and the City of Palm Bay, RFP No. 35-0-2022/SZ, ("Palm Bay Agreement"),

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City up to \$500,000 worth of financial rate and management consultant services in accordance with the terms of the Palm Bay Agreement.
2. Except for the proposal solicitation process, the terms "City of Palm Bay," or "CITY," or "City," as used in the Palm Bay Agreement, where the context permits, shall mean the City of Fort Lauderdale.
3. The term of this Agreement shall commence on December 5, 2023, and shall be coterminous with the Palm Bay Agreement, including any extensions. During each extension period the Contractor agrees to provide to the City up to \$500,000 worth of financial and management consultant services in accordance with the terms of the Palm Bay Agreement.
4. All of the City's monetary obligations pursuant to this Agreement shall be subject to and conditioned on budget appropriation by the City's City Commission and the availability of funds.
5. Notice to the City shall be as follows:

City Manager
City of Fort Lauderdale
1 East Broward Boulevard
Suite 444
Fort Lauderdale, Florida 33301
6. The City's Insurance Requirements and General Terms for Piggyback, Cooperative, and Bidding-Exempt Contracts are attached hereto and incorporated herein.
7. In the event of a conflict between or among the contract documents or any ambiguity or missing specifications or instruction, the following priority is established:
 - A. First, this Professional Service Agreement for Financial Rate and Management Consultant Services between the City and the Contractor;

- B. Second, the City's Insurance Requirements and General Conditions for Piggyback, Cooperative, and Bidding-Exempt Contracts;
- C. Third, the Palm Bay Agreement.

8. The City may cancel this Agreement upon written notice to the Contractor in the event the Contractor fails to perform the services as described in this Agreement.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

City of Fort Lauderdale

By: [Signature]
Greg Chavarria, City Manager

Approved as to form and correctness:

Sr. [Signature]
Assistant City Attorney

WITNESSES:

[Signature]
Signature
Amanda Candiani
Print Name

[Signature]
Signature
Daniel Donaldson Sr.
Print Name

(CORPORATE SEAL)



STATE OF Florida
COUNTY OF Hillsborough

Stantec Consulting Services Inc

By: [Signature]
Andrew J. Burnham, Vice President

ATTEST:

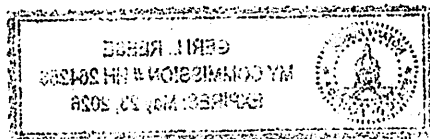
[Signature]
Amy Campbell, Vice President

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of January, 2024, by Gordon A. Johnston as President for Stantec Consulting Services Inc., a New York corporation authorized to transact business in the State of Florida.

(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary Public)



(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$1,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$1,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
1 East Broward Boulevard
Fort Lauderdale, FL 33301

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS FOR PIGGYBACK, COOPERATIVE, AND BIDDING-
EXEMPT CONTRACTS

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, State of Florida contracts, and bidding-exempt contracts for the purchase of goods or services by the City of Fort Lauderdale.

PART I CONDITIONS:

1.01 DELIVERY: Time will be of the essence for any orders placed as a result of this Contract. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified in this Contract.

1.02 PACKING SLIPS: It will be the responsibility of the Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.

1.04 SCRUTINIZED COMPANIES

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been

engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

1.05 DEBARRED OR SUSPENDED CONTRACTORS

The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

Part II TAXES:

2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND: If a performance bond is required by the Contract, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Contract, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Contract as surety for faithful performance under the terms and conditions of the Contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

3.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Contract.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

PART IV PURCHASE ORDER AND CONTRACT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Contract specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.
- All City Departments being advised to refrain from doing business with the Contractor.
- All other remedies in law or equity.

4.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Contract shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Contract, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Contractor's expense. Payment will be made only after City receipt and acceptance of materials or services.

4.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.

4.05 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

4.06 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Contract, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

4.07 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

4.08 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

4.09 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

4.10 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.11 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until

expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

4.12 PERMITS, TAXES, LICENSES: The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

4.13 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.14 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the

Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

4.15 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

4.16 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.17 ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Contract without the prior written consent of the City. The Contract and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.18 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

4.19 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 (2023), as may be amended or revised, 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.20 WARRANTIES OF USAGE: Any quantities listed in this Contract are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

4.21 E-VERIFY:

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section 4.21, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section 4.21 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

4.22 Foreign Countries of Concern

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2023), as may be amended or revised.

**PROFESSIONAL SERVICE AGREEMENT FOR
RFP NO. 35-0-2022/SZ
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

This is an agreement entered into this 27 day of June 2022, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as CITY and Stantec Consulting Services, Inc., 777 South Harbour Island Blvd, Suite 600, Tampa, FL 33602, (FEIN 11-2167170), hereinafter referred to as CONSULTANT. For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

The following documents are incorporated and made part of this Agreement:

- A. Specifications prepared by CITY in its Request for Proposals No. 35-0-2022, Financial Rate and Management Consultant Services, (Exhibit 1).
- B. Proposal Submittal for CITY prepared by CONSULTANT dated April 29, 2022, (Exhibit 2).
- C. Attachment A – Consultant's Rate and Fee Schedule
- D. Attachment B – Individual Statement of Work, Task Orders, incorporated by reference as executed by both parties.

All exhibits may also be collectively referred to as the "Documents." In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- 1. Specific direction from City Manager or designee
- 2. This Agreement and any attachments.
- 3. Exhibit 1
- 4. Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified as described in Attachment A and as further defined in Attachment B. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an addendum to this Agreement.

SECTION 2 - CITY OBLIGATIONS

The CITY agrees that they shall furnish to the CONSULTANT, upon request, any data available in the CITY'S files pertaining to the work to be performed under this Agreement.

SECTION 3 - PROFESSIONAL SERVICES

CONSULTANT agrees to perform professional services associated with Exhibit "1" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to, without causing any delay in the project, correct any errors, oversights, or omissions and prepare any revisions at no cost to the City, that may be required because the work violates accepted professional standards and practices or if deemed to be inadequate, insufficient, or defective. This remedy shall be cumulative to all other remedies available under the Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Provide services to comply with Work as specified in Exhibit 1 to include, but in no way limited to: FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES
- B. Maintain an adequate staff of qualified personnel.
- C. Comply with federal, state, county and local laws or ordinances applicable to the work.
- D. Cooperate fully with the CITY in the scheduling and coordination of all phases of the work.
- E. Supervise and coordinate the work of any subconsultants.
- F. Cooperate and coordinate with other CITY consultants, as directed by the CITY.
- G. Report the status of the work to the CITY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the CITY or its authorized agent at any time.
- H. Submit for CITY review all data representative of the work's progress at the percentage stages of completion that may be stipulated in Attachment(s) B and submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S responsibilities as set forth in this Agreement.
- I. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided services.
- J. Interpret plans and other documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost to the City.

The CITY shall make decisions on all issues regarding interpretation of the documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from CONSULTANT, and the CITY shall have the absolute and undisputed authority to decide any differences or conflicts between the CONSULTANT and the City, and shall check and approve draft documents, schedules, meeting notices, publications, and other submissions for conformance with the concept of each Project.

It is specifically agreed that any change to the work identified as an error on the part of CONSULTANT shall be considered to be an additional cost to CITY that would not have been incurred without the error. The recovery of additional costs to CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages, which CITY may otherwise incur.

SECTION 4 - TIME OF COMPLETION

The services rendered by the CONSULTANT shall commence as specified in Section 7 of this agreement and shall be completed within the time stated in Attachment(s) B.

A reasonable extension of time shall be granted by the CONSULTANT in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement or should weather conditions, acts of God, any force majeure, or hidden conditions delay performance of the CONSULTANT'S or the CITY'S duties. Extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation for direct costs associated with such delay. CONSULTANT agrees that it will not be entitled to any damages or any claim for extra compensation for consequential damages of any type whatsoever for any such extensions including but not limited to damages and compensation for any direct or indirect financial damages, losses for extended corporate overhead impacted, extended project overhead impacts, project support services, or by any other name or other legal concept, label or theory of any business damages or losses of whatever type or nature and CONSULTANT hereby knowingly waives any right to make any such claim or claims and acknowledges additional good and valuable consideration for such waiver and lack of entitlement to such damages, losses and compensation.

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of CONSULTANT's services to CITY's satisfaction.

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

SECTION 5 - COMPENSATION

The CITY agrees to pay CONSULTANT for services rendered pursuant to this Agreement, all fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in Attachment A, Hourly Rate Schedule, Attachment(s) B, and in accordance with a City Issued Purchase Order:

- A. Rate & Fee Schedule – the CONSULTANT shall be compensated at the attached Rate & Fee Schedule (Attachment A) for each hour of time engaged directly in the work.
- B. Lump Sum Fee – At the option of the CITY, the fee for any requested portions of work may be lump sum if mutually agreed upon by the CITY and the CONSULTANT, stated in a written Scope of Services Task Order and referenced in the issued Purchase Order.
- C. Reimbursable Expenses – The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for CONSULTANT services, provided such expenditures are previously and expressly authorized by the CITY in writing. All basic reimbursable costs including reproduction, deliverables, and travel should be included in any proposed Attachment(s) B. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY in advance in writing and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:
 - 1. Travel, Lodging and Meals, provided travel occurs in coach class and lodging and meals do not exceed the Domestic Per Diem rates listed in the current edition Appendix "A" of Chapter 301 of the Federal Travel Regulations.
 - 2. Courier Services.
 - 3. Photocopies (\$.0.15 per page).
 - 4. Long Distance and Conference Telephone Charges.
 - 5. 3rd Party expenses, such as printing, incurred on behalf of CITY.
 - 6. Other expenses approved by CITY in writing prior to the time CONSULTANT incurs such expenses.
- D. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the CITY. Any proposed changes in rates by the CONSULTANT shall be subject to the prior written approval of the CITY. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section 15 should the proposed rates or fees not be mutually acceptable. If the CONSULTANT fails to

request a rate adjustment prior to the anniversary date, the previous year's rates shall remain in effect.

SECTION 6 - PAYMENT AND PARTIAL PAYMENTS

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the

CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Attachment A, B and C (and other Scope of Services Task Orders) and under the provisions of Chapter 218, Part VII, (Local Government Prompt Payment Act), Florida Statutes. City shall promptly pay consultant any undisputed amounts consistent with the Local Government Prompt Payment Act.

- A. The CONSULTANT shall submit signed invoices to the CITY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized reimbursable expense, accompanied by appropriate documentation.
- C. Invoices for the work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment A.

SECTION 7 - SCHEDULE OF WORK

The CITY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule of the work, the CONSULTANT shall submit such revision(s) for review and, if warranted, approval by the CITY in writing.

The CONSULTANT shall commence work within five working days of the issuance of the Purchase Order and executed Attachment B unless otherwise specified in Attachment B.

SECTION 8 - RIGHT OF DECISIONS

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall make all decisions on all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after determination by the CITY, unless such time is extended in writing by CITY, present written objections to the decision to the Chief Procurement Officer (CPO) or her/his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices and the requirements of this Agreement.

SECTION 9 - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon the CITY's use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes, should it apply.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the written consent of the Chief Procurement Officer (CPO).

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall accept all responsibility for such utilization to the

extent provided by law. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

SECTION 10 - COURT APPEARANCE, CONFERENCES AND HEARINGS

This Agreement shall obligate CONSULTANT to prepare for and appear in litigation on behalf of CITY involving any dispute arising out of any work performed or services provided out of this Agreement all at no cost to the City. CONSULTANT shall also confer with CITY, its attorneys and experts, during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, all at no cost to the CITY. Work by CONSULTANT, as a result of litigation, beyond the scope of the original work shall be considered an additional service that shall be paid in accordance with Section 5 of this Agreement.

SECTION 11 - REUSE OF DOCUMENTS

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the Chief Procurement Officer (CPO). The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction and not for the cost of labor.

SECTION 12 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY.

The CITY'S representative will be: Christopher A. Little, P.E.
Utilities Director
250 Osmosis Dr SE
Palm Bay, FL 32909

With Copies to:

Chief Procurement Officer and
120 Malabar Road, SE
Palm Bay, FL 32907

City Manager
120 Malabar Road, SE
Palm Bay, FL 32907

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by U.S. mail to the CONSULTANT at the last address left on the file with the CITY. If delivered in person to CONSULTANT or the CONSULTANT'S authorized representative, delivery will be considered immediate. The CONSULTANT'S representative will be:

Andrew Burnham, Vice President
Stantec Consulting Services, Inc.
777 S. Harbour Island Blvd, Suite 600
Tampa, FL 33602

SECTION 13 - AUDIT RIGHTS

The CITY reserves the right to audit the records of the CONSULTANT related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of five (5) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the CITY as may be requested by the CITY, solely at the cost of reproduction.

SECTION 14 - PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records law. Specifically, the CONSULTANT shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the public agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the CONSULTANT to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 the City of Palm Bay Procurement Department, 120 Malabar Road SE, Bldg. B, Suite 200, Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

SECTION 15 - SUBCONSULTING

The CONSULTANT shall not assign or transfer any work under this Agreement without the express written approval of the CITY. The CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data. Subconsultant rates shall not be marked up by the CONSULTANT.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subconsultants of CONSULTANT. Subconsultants of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subconsultants in connection with the work performed.

SECTION 16 - CONTINGENT FEES

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company or corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or results from the award or making of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 17 - DURATION OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on July 17, 2022, and ending on July 16, 2023. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

SECTION 18 - TERMINATION FOR CONVENIENCE

The CITY reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate. Payment only for worked performed will be made in accordance with Section 6, Payment and Partial Payment. The City shall not be liable to Consultant for any consequential or incidental damages.

SECTION 19 - NON-APPROPRIATIONS

In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the CONSULTANT of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

SECTION 20 - NOTICE OF DEFICIENCY

If the CONSULTANT is notified in writing of a fault, deficiency or error in the Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the CONSULTANT shall, at the CITY's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the CITY, or 2) refund to the CITY, any amounts paid by the CITY that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other CONSULTANTS.

SECTION 21 - TERMINATION FOR CAUSE/DEFAULT

The CITY may terminate with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified. Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for termination of the Agreement at the discretion of the City.

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by CITY.

An event of default shall include but not be limited to the following:

- A. CONSULTANT has not performed services on timely basis;
- B. CONSULTANT has refused or failed to supply enough properly skilled personnel;
- C. CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services;
- D. CONSULTANT has failed to fulfill representations made in this Agreement;
- E. CONSULTANT has refused or failed to provide the Services as defined in this Agreement;
- or
- F. CONSULTANT has failed to timely address a fault, deficiency or error in the Work or criminal records of employees as provided in the Notice of Deficiency.
- G. CONSULTANT understands and agrees that the CITY may immediately terminate this contract upon written notice if the CONSULTANT is found to have submitted a false certification or any of the following occur with respect to the CONSULTANT or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

If a CONSULTANT is in default on its contract with the CITY, the CITY shall follow the procedures contained herein:

- H. The CITY shall notify, in writing, the CONSULTANT to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period (such reasonable time should not be less than 10 days after receipt of such notice). The notice will also provide that, should it fail to perform within the time provided, the CONSULTANT will be found in default and removed from the CITY's approved vendor list.
- I. Unless the CONSULTANT corrects its failure to perform within the time provided, or unless the CITY determines on its own investigation that the CONSULTANT's failure is legally excusable, the CITY shall find the CONSULTANT in default and shall issue a second notice stating (i) the reasons the CONSULTANT is considered in default, (ii) that the CITY will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- J. The defaulting CONSULTANT will not be eligible for award of a contract by the CITY until such time as the CITY is reimbursed by the defaulting CONSULTANT for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
- K. Pursuant to Section 38.16, Procurement Code of Ordinance, the defaulting CONSULTANT will be advised of the right to initiate written protest proceedings pursuant to Section 38.15 of the Procurement Ordinance within five (5) business days after the date of notification.
- L. Until such time as it reimburses the CITY for all reprocurement costs and the CITY is satisfied that further instances of default will not occur, the defaulting CONSULTANT shall not be eligible for award of a contract by the CITY. To satisfy the CITY that further instance will not occur, the defaulting CONSULTANT shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the CITY's remedies against the defaulting CONSULTANT at law or in equity.

In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional consultant to perform the services of CONSULTANT. CITY shall be entitled to recover consequential damages and lost funding and administrative costs associated with the procurement of alternative professional services.

In the event of termination by the City:

- M. The CITY'S sole obligation to the CONSULTANT shall be for payment of those portions of work which has been authorized and satisfactorily completed. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage of work complete as estimated by the CITY and agreed upon by the CONSULTANT up to the time of termination.
- N. It is understood by CITY and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by the CITY.
- O. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the CITY reserves the right to terminate this Agreement.
- P. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the CITY and those documents delivered by the CITY to the CONSULTANT that pertain to this Agreement, of which, the CITY will have full ownership thereof. CONSULTANT may, provided the CITY gives its written consent, retain copies of such documents for record purposes.

SECTION 22 - INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, and hold harmless the City of Palm Bay, including but not limited to its officers, officials, and employees and all those others acting on the City's behalf (hereinafter CITY) against liability, loss, costs, damages, expenses, claims or actions, including but not limited to reasonable attorney's fees for trials and appeals and expert's fees and costs that the City may incur arising wholly or in part due to negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation(s) pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

SECTION 23 - INSURANCE

The CONSULTANT and its subcontractors, subconsultants, assignees and suppliers will be required to procure and maintain, at its own expense and without cost to the CITY, until final acceptance by the CITY of all products or services covered by the Agreement, the following types of insurance in the following minimum amounts:

- A. **Commercial General Liability:** The CONSULTANT shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.
- B. **Automobile Liability Insurance:** CONSULTANT shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Professional Liability Insurance:** Professional liability insurance with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount.
- D. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

- E. Professional Liability Insurance or Errors and Omissions Insurance:** Successful Proposer shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

Insurance Certificates:

The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation and Professional Liability) as an additional insured. Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The CONSULTANT shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the CONSULTANT to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

CONSULTANT shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

SECTION 24 - QUALITY CONTROL & PERFORMANCE

The CONSULTANT shall provide a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement. The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY in determining the CONSULTANT'S qualifications for future contracts with the CITY.

In accordance with the City's Procurement Manual, upon completion and close-out of the project, the project manager or contract administrator shall prepare a Vendor Performance Evaluation form (PROC-VP-001) rating the CONSULTANT'S level of service, and indicating whether they are recommended for future awards. A copy shall be provided to the Procurement Department for inclusion in the RFQ and vendor files. A copy shall be provided to the CONSULTANT.

SECTION 25 - NON-EXCLUSIVE AGREEMENT

The parties acknowledge that this agreement is not an exclusive agreement and the CITY may employ other consultants, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

SECTION 26 - REPRESENTATIONS

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all

services performed under this Agreement shall be performed in a professional manner suitable to the CITY.

- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall be responsible for technically-deficient deliverables, reports or studies, for two years after the date of final acceptance of the Services by CITY. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to its errors and/or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services performed does not constitute a waiver of this representation.
- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, Section 8 of this Agreement shall govern all questions, difficulties and disputes of whatever nature that may arise under this Agreement. If resolution cannot be reached, the provisions of Section 20 shall apply.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

SECTION 27 - INTEREST OF MEMBERS OF CITY AND OTHERS

No officers, members or employees of the CITY, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 28 - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by the CONSULTANT.

SECTION 29 - INDEPENDENT CONSULTANT

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent and not CITY agents or employees. CONSULTANT, its employees or agents, contractors, subconsultants and subcontractors shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, or subconsultants shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

SECTION 30 - NON-DISCRIMINATION

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

SECTION 31 - OTHER PROVISIONS

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. There are no third-party beneficiaries intended to be bound by or to enforce this Agreement.
- F. By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subconsultant knowingly violates the statute, the subconsultant must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.
- G. When applicable, the Consultant's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

SECTION 32 - LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees and costs, investigative costs, expert fees, or pre-judgment interest. This section shall not prevent the CITY from taking court action it deems necessary against, including but not limited to, the CONSULTANT, its subcontractors, subconsultants, assignees, suppliers and employees.

SECTION 33 - ENTIRETY OF AGREEMENT

This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of JUNE, 2022.

As approved by City Council On: June 10, 2022.

STANTEC CONSULTING SERVICES, INC.


Signature, Authorized Agent

Andrew Butcher
Printed/Typed Name

6/24/22
Date

ATTEST


Teresa Jones
City Clerk

CITY OF PALM BAY, FLORIDA


Julie Miscori, NIGP-CPP, CPPO, GPPB
Chief Procurement Officer

6/27/2022
Date

35-0-2022
Financial Rate and Management
Consultant Services
Attachment A

Hourly Rate Fee Schedule by Title

Project Role	Hourly Rate
Director	\$350
Principal	\$285
Quality Control	\$260
Senior Manager	\$250
Manager	\$230
Senior Rate/Financial Consultant	\$195
Rate/Financial Consultant	\$180
Financial Analyst	\$150
Data Analyst	\$120
Project Admin	\$90



**REQUEST FOR PROPOSAL # 35-0-2022/SZ
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

ISSUE DATE: 04/04/2022

**PROPOSALS TO BE RECEIVED NO LATER THAN 5:00 PM ON
TUESDAY, 05/03/2022**

PRE-PROPOSAL MEETING: N/A

**Procurement Department
120 Malabar Road SE
Palm Bay, FL 32907-3009
(321) 952-3424**

**Contact: SUSAN ZIEGLER
PROCUREMENT AGENT II
susan.ziegler@pbfl.org**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

<hr/> Company Name	<hr/> DBA, if applicable
<hr/> Street Address	<hr/> Phone Number
<hr/> City, State, Zip Code	<hr/> Email Address
<hr/> FEIN	

Are Proposals firm for 90 Days? Yes: ☐ No: ☐ Other: ☐
Do you accept VISA? Yes: ☐ No: ☐ Other: ☐
List of Deviations (if any) Attached? Yes: ☐ No: ☐ No Deviations: ☐
If submitting a "NO Proposal" state reason: _____

Proposal packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Proposals will be opened at City Hall after the date and time above. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Proposals.

One (1) original (MARKED "ORIGINAL") and three (3) copies and one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Proposal sheets and required attachments must be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, **RFP #35-0-2022/SZ, "Financial Rate and Management Consultant Services."** Proposer's name and return address must be clearly identified on the outside of the envelope.

Authorized Signature

Title (Printed)

Name (Printed)

Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Proposer with the submission of their Proposal package. This Check List cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to ensure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The City specifically reserves the absolute right to determine the seriousness of any proposer's failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Proposer has completed, signed (blue ink) and included Request for Proposal Cover Sheet (page 1)			
Proposer has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)			
Proposer has provided One (1) Original hard-copy Proposal (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the proposal complete with all supporting documentation			
Proposer has provided the number of hard copies of their proposal (marked "COPY"), as referenced in Section I (page 4)			
Proposer submittal is organized (to include all information requested under each tab) in tabbed format as described in Section III			
Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to www.palmbayflorida.org/procurement for notification and retrieval)			
Proposer has completed, signed (blue ink) and included their Proposal Form			
Proposer has included their cost proposal in a separate sealed envelope			
If applicable, Proposer has provided a signed Conflict of Interest statement			
If applicable, Proposer has provided their Corporate Resolution (indicating signature authority)			
Proposer has completed, signed (blue ink) and included their Identical Tie Proposal sheet with signature – (if applicable)			
Proposer has signed (blue ink) and included their Proposer's Insurance Requirements Acknowledgement			
Proposer has included a copy of business tax receipt (occupational license)			
Proposer has signed and notarized & included their Non-Collusion Affidavit			
Proposer has read, understood, and submitted all required documentation for proposal evaluation.			

Authorized Signature

Printed Name and Title

Company

Date

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REQUEST FOR PROPOSAL # 35-0-2022/SZ Financial Rate and Management Consultant Services

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SECTION I

INTRODUCTION & INSTRUCTIONS TO PROPOSERS

The City of Palm Bay (hereinafter referred to as "City") is requesting sealed Proposals for Financial Rate and Management Consultant Services.

PROPOSAL DUE DATE & TIME: TUESDAY, May 3, 2022 AT 5:00 P.M. Proposal packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Proposals are to be received NO LATER THAN 5:00 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The proposal opening will be conducted in a public meeting to begin at 10:00 A.M. on, Wednesday, 05/04/2022. **Only the NAME of the firms who submitted a response to this Request for Proposal will be read aloud.** The location of the opening will be the Procurement Department, Conference Room, 120 Malabar Road, SE, Suite 200, Palm Bay, FL 32907. **Interested parties may attend telephonically by calling:**

Phone Number: 347-378-4680

Conference ID: 944 796 654#

Telephone attendance is strongly encouraged in lieu of in-person attendance. The public record of the preliminary proposal results as read at the public opening can also be requested by calling 321-952-3424 or emailing procurement@pbfl.org.

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposal package, "RFP No. 35-0-2022/SZ, Financial Rate and Management Consultant Services." Proposer's name and return address should be clearly identified on the outside of the package.

Proposer shall submit four (4) complete sets with all supporting documentation:

- One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink, plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the proposal complete with all supporting documentation.
- Three (3) hard-copies (marked "COPY").

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the City. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. Addenda are available online at the City of Palm Bay Procurement website: <http://www.palmbayflorida.org/procurement>.

Proposals not submitted on the enclosed Proposal Form may be rejected, unless stated otherwise in the Proposal documents. If a Proposer wishes not to submit a Proposal, complete and return the "NO PROPOSAL RESPONSE" on Page 1.

For information concerning procedure for responding to this Request for Proposal (RFP), contact **SUSAN ZIEGLER, PROCUREMENT AGENT II**, Procurement Department at (321) 952-3424. Such contact is for clarification purposes only. Material changes, if any, to the Scope of Services, or Proposal procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Proposal Documents shall be submitted in writing and directed to the City of Palm Bay, 120 Malabar Road SE, Suite 200, Palm Bay, FL 32907, Attention: **SUSAN ZIEGLER**,

PROCUREMENT AGENT II, Procurement Department. Questions may also be sent via e-mail at susan.ziegler@pbfl.org. Proposers are responsible for verifying questions were received by the Procurement contact. Questions received less than seven (7) calendar days prior to proposal due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their proposals.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the City of Palm Bay. The City may award sections individually or collectively whichever is in its best interest.

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it becomes necessary to revise or amend any part of this Request for Proposal, the City's Procurement Department will furnish the revision by written Addendum through the City's solicitation hosting software linked on the City's website. Addenda information will be posted online at the City of Palm Bay's Procurement website: <http://www.palmbayflorida.org/procurement>. Proposers are responsible to ensure they have received all addenda before submitting their proposal.

ADDITIONAL TERMS & CONDITIONS - The City reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

AWARD - Award will be made to the best responsive and responsible offeror whose Proposal is determined by the City to be in the best interest of the City.

COMMITTEE MEETINGS & INFORMATION: The Notice of Committee Meetings will be posted within a reasonable time period (generally 72-hours) in advance of such meetings. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907, at the City's Web Page <http://www.palmbayflorida.org/procurement>.

Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 and s. 24(b) Art. I of the State Constitution.

CONFLICT OF INTEREST - The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DISCRIMINATORY VENDOR LIST: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity (Section 287.134(3)(d), Florida Statute).

ECONOMY OF PREPARATION: The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

E-VERIFY: The awarded Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

EX PARTE COMMUNICATION: Ex Parte Communication means any oral or written communication relative to a solicitation, evaluation, award or contract controversy that occurs outside of an advertised public meeting or occurs with someone other than the Chief Procurement Officer, subject to the exclusions identified in Section 38.20 of the City of Palm Bay Code of Ordinance.

- (A) Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement. Therefore, any ex parte communication between a bidder, proposer, contractor or protestant (or its employees, agents or representatives) and the City (its members, employees, agents, legal counsel, contractors, or representatives) during the selection process and award is strictly prohibited. Ex parte communication is prohibited during the following periods:
 - (1) From the date of advertising of the solicitation through award of a contract; and
 - (2) From initiation of a protest of an award or contract through resolution for the parties involved in the protest.
- (B) **Exclusions:** This requirement shall not prohibit:
 - (1) **Pre-Bid and Pre-Proposal Meetings:** Meetings called or requested by the Chief Procurement Officer and attended by bidders or proposers for the purpose of discussing a solicitation, evaluation or selection process including, but not limited to, substantive aspects of the solicitation document. Such meetings may include, but are not limited to, pre-bid or pre-proposal meetings, site visits to the City's facilities or property, site visits to bidders' or proposers' facilities, interviews/negotiation sessions as part of the selection process, and presentations by proposers or submitting firms. Such authorized meetings shall be limited to topics specified by the Chief Procurement Officer.
 - (2) Solicitation documents may provide for communications from bidders or proposers to designated Procurement Department staff or discussion at meetings called or requested by the City pursuant to this subsection.
 - (3) Addressing the City Council regarding non-procurement topics at public meetings.
 - (4) The filing and processing of a written protest to any proposed award to be made pursuant to the solicitation, evaluation and selection process. Protest proceedings shall be limited to open public meetings, with no ex parte communications outside those meetings;
 - (5) Contacts by the City's current contractors but only in regard to:
 - a. any work being performed on City projects unrelated to the solicitation, or
 - b. any City projects under the prohibited ex parte communications for which the current contractors do not intend to submit a response or have not submitted a response to any solicitation documents for those projects;
 - (6) Communications between the Chief Procurement Officer or other City representatives and the bidder or contractor for routine matters arising from ongoing projects or contracts previously awarded;
 - (7) Contacts by bidders and proposers (actual or potential) and the City regarding other projects unrelated to the purchase for which the bidders or proposers (actual or potential) may intend to submit a response or have submitted a response to any competitive solicitation;
 - (8) Communications between the Chief Procurement Officer and bidders and/or proposers (actual or potential) for matters regarding pending purchases. Written questions shall be made to the named contact person.
 - (9) Addressing the City Council during the designated agenda item public comment portion of a meeting where the Council is considering award or permission to negotiate on solicitation that a bidder or proposer submitted on.

- (10) Violation of this provision shall be grounds to: disqualify the violator from the award of the purchase, void any award to or contract with the violator, and/or temporarily suspend or permanently debar the violator from future contracts with the City.

INFORMALITIES - The City of Palm Bay reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Palm Bay.

PAYMENT - Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PROPOSAL ACKNOWLEDGE: By submitting a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

PROPOSER EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The City will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

PUBLIC ENTITY CRIMES – By submission of response to the City's Request for Proposal on this project, proposer acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, 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 Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1) and 24(a) Article I of the State constitution until such time as the agency provides a notice of an intended decision or until 30-days after opening the bids, proposals, or final replies, whichever is earlier.

Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available.

If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation, or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all bids, proposals or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

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

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor' duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Palm Bay, Suite 200, Florida 32907; 321-952-3424 or procurement@pbfl.org.

QUANTITIES - The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on proposal sheet(s) identify anticipated award amounts.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The proposer shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION: The City reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the City.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION: The Notice of Consideration for Award for Proposals will be posted at least five (5) business days in advance of such award. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907; at the City's Web Page <http://www.palmbayflorida.org/procurement>. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by contacting the Procurement Department.

RESPONSIBLE OFFEROR: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

RESPONSIVE OFFEROR: A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT:

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

The company representative authorized to sign on behalf of the bidder, hereby CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent company to civil penalties, attorney's fees, and/or costs.

Bidder/proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

TAX EXEMPTIONS - The City of Palm Bay is tax exempt. The City of Palm Bay's tax-exempt number is 85-8012646361C-4.

TERM - The period of this Agreement shall be for twelve (12) months, beginning July 17, 2022. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

TIME FOR CONSIDERATIONS - Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL CONDITIONS

CONTRACTOR SECURITY ID CARDS: All vendors and contractors who enter into a business arrangement with the City will be required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of their awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, as amended by City Ordinance Number 2007-96. For more information view Public Protection Act - Chapter 98 in the Code of Ordinances.

Your "Contract Employee" is defined as: "Any individual who is employed regularly, seasonally, on a per diem basis, whether or not compensated, to fulfill a duty or obligation of the contractor in or for the City of Palm Bay. Contract Employee shall not include employees of the contractor who do not perform duties within the city limits or who do not have regular contact with the public as a representative of the City."

Prior to being issued a City security ID card, the contractor shall complete the application which acknowledges, under penalty of perjury, that the contract-employee works or provides service for the contractor, whether for compensation or not, and authorizes the issuance of a City security ID card to the Contract Employee. The security ID card will provide limited information identifying the Contract Employee (including, but not limited to, name, date of birth, address, and either a driver's license number or the number of a state-issued identification card) and will provide an expiration date (which shall not be later than the term of the contract).

The City shall retain the right to verify the information contained on the application and shall require the Contract Employee to present his or her driver's license or state-issued identification card prior to sitting for a photograph or being issued a City security card. The City shall retain the right to request fingerprints of the contract-employee and/or conduct a background investigation if it is deemed necessary.

There are a few exceptions to the Public Protection Act which include:

- Those who provide a service to the City, where the City is the consumer of such service and the contractor is repairing, maintaining or installing its equipment which has been leased or sold to the City (i.e., a repairman coming into a City office to repair a copy machine, Waste Management emptying dumpsters, etc.) and the Contract Employee has no significant contact with the public, regardless of the existence of a contract or other business arrangement;
- Those who provide a service to the City where the City is a recipient of routine deliveries (i.e. Fed-X driver);
- The employees of any contractor whose business has more than five hundred (500) employees and which can document at least one other governmental client which is a county, a county school board, a sheriff's office, a municipality with a population of more than 70,000 persons, the State of Florida or an agency thereof (i.e., Water Management District, County Housing Authority, etc.) or the Federal Government or an agency thereof
- City Risk Manager approval of specific job assignments where the wearing of a security card poses an unusual risk or harm Contractors are responsible to determine how this law applies to their company.

SECTION II

AGENCY OVERVIEW

The City of Palm Bay, incorporated January 16, 1960, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is the Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. The City, with a population of over 125,000 residents, is the largest incorporated area in Brevard County.

(Please visit our official web site, www.palmbayflorida.org)

BACKGROUND

The City of Palm Bay owns and operates its own potable water treatment and distribution system that serves approximately 33,493 connections. The City of Palm Bay also owns and operates its own wastewater collection and treatment system that serves approximately 16,650 connections. Effluent from the City of Palm Bay's wastewater treatment (Water Reclamation) facility is in the form of reclaimed water for use by residential and commercial customers and currently services approximately 427 connections.

INTRODUCTION

1. The City of Palm Bay Utilities Department is seeking to enter into a professional services contract for Financial Rate and Management Consultant Services for ongoing and as-needed professional financial analysis and related services.
2. The City believes that an on-going relationship with a financial rate and management consultant is important and that a financial rate and management consultant should be available to provide services at times other than when performing a rate study.
3. Proposals will be accepted from qualified financial consulting firms located in the State of Florida with verifiable experience for those services listed in the Scope of Services.

SCOPE OF SERVICES

1. The scope of work includes, but is not limited to, financial planning, economic analyses, design and analysis of user rate structures and impact fee schedules. Contract will primarily be used for water, sewer, and reclaimed water system planning; development of capital improvement plans for water, wastewater and reclaim systems; water resource assessments and studies; and recommendations for capital funding, revenue sufficiency, and deposits for capital charges.
2. This contract shall allow for use by other City departments, as needed, for similar or related services.
3. The selected firm will provide the following financial rate and management services to the City of Palm Bay Utilities Department, including but not limited to:
 - a) Advise the City on the most efficient way of financing its construction projects.
 - b) Explain why one method of financing is more advantageous than another.
 - c) Assemble financial information for completion of financial plans, maintenance of financial strength and debt management.
 - d) Analyze the financial implications within intergovernmental and development agreements.
 - e) Analyze current debt and make forecast for debt capabilities based on Capital Improvement Plan (CIP) and revenue streams needed to accomplish debt payments.
 - f) Preparation and processing of loan applications.
 - g) Assist in the bond process.
 - h) Periodically evaluate refinancing options in conjunction with the City's Financial Advisor.
 - i) Review and monitor utility rates and revenues to assess strategic long-range plans.
 - j) Evaluate the issuance of debt for municipal water and wastewater projects in conjunction with the City's Financial Advisor.

- k) Financing for water treatment and wastewater treatment projects.
- l) Provide assessment services, including development of methodology and allocation.
- m) Assist in Ordinance preparation.
- n) Other related services.

GENERAL

The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, will include the entire effort required of the proposer to provide the service described.

SECTION III

REQUEST FOR PROPOSAL TIMELINE

The **anticipated** schedule for this RFP is as follows:

Proposal Issue Date	April 4, 2022
Deadline for Questions	April 26, 2022
Submission Deadline (RFP close date)	May 3, 2022
RFP Opening Date	May 4, 2022
Initial Evaluation/Short List Created (optional)	Week of May 16, 2022
Presentations/Interviews/	If requested, week of May 30, 2022
Final Selection	No later than June 3, 2022
Council Consideration	June 16, 2022
Contract Award	June 17, 2022
Commencement of Work	July 17, 2022

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP which are pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 5 is the most favorable in all sections. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Proposer's response will be scored by Committee members in accordance with the following scale:

Description

- 0= No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided.
- 1= **"Poor"**: Proposal is lacking or inadequate in most basic requirements for the specific criteria.
- 2= **"Below Average"**: Proposal meets many of the basic requirements for the specific criteria, but is lacking in some essential aspects.
- 3= **"Average"**: Proposal adequately meets the minimum requirements of the specific criteria, and is generally capable of meeting the City's needs.
- 4= **"Above Average"**: Proposal more than adequately meets the minimum requirements of the specific criteria, and exceeds those requirements in some respect.
- 5 = **"Excellent"**: Proposal exceeds the minimum requirements in most aspects of the specific criteria.

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of 5 X's weighted value of 10 = Maximum of 50-Points).

Proposers submitting the required criteria will have their proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost and location will not be assigned by the evaluation committee.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual scores for the non-price factors.

CRITERIA

Proposers shall include the following information in their written response document.

- Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.
- Submit packages in the format outlined below.
- Submittals should be concise and provide only the information requested. Additional data will not be considered.

Title Page: (Non-scored)

Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Tab 1 - Transmittal Letter: (Non-scored)

The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the offeror to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

Tab 2 – Completed Forms: (Non-scored)

- Proposer's Cover Sheet (page 1)
- Check List of Submittal Requirements (page 2)

Tab 3 - Table of Contents: (Non-scored)

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 4 – Firm Profile (5 page limit) (maximum 5 x 2 = maximum 10 points)

1. Provide a brief historical summary of the firm; include number of years in business, number of employees.
2. Provide a narrative describing your resources and ability to accomplish the work.
3. Provide detail on pertinent published articles, presentations, etc.
4. Please disclose all litigation in related scope that your firm has been involved in, in the past five (5) years, and the outcome of the litigation.

Tab 5 – Previous Experience (5 page limit) (maximum 5 x 3 = maximum 15 points)

1. Describe past experience in providing similar services to Municipal Utilities (water, wastewater, reuse) located in the State of Florida.
2. Provide a current client listing of public sector clients outside of Municipal Utilities and what department was involved.
3. Provide a minimum of three (3), one (1) page project summaries for projects involving a similar project, per the Scope of Services, that best illustrate the team's ability to provide the requested services, completed within the last five (5) years. Discuss the approach used, tools used (software, etc.), the work products provided, and the outcome of the project. For each project example, at a minimum, provide the project name, a detailed description, relevant date(s), and owner contact information (name, title, phone number, and email). Project summaries may not include the City of Palm Bay.
4. Should the City have on-hand Vendor Performance Evaluation form (PROC-VP-001) for any of the proposers, they may be utilized in the evaluation of this criteria section.

Tab 6 – Project Team (6 page limit) (maximum 5 x 3 = maximum 15 points)

1. Provide an organizational chart.
2. Identify the Project Manager.
3. Identify the primary contact for the City, if other than project manager.
4. Identify additional key team members that will be assigned to the City (maximum of 4).
5. For key team members provide the following information, one (1) page per individual:
 - a. Current position in firm.
 - b. Clearly identify what the individual's role will be.
 - c. How long has this individual been employed with the firm?
 - d. Number of years of relevant experience.
 - e. Applicable education, license or accreditation.
 - f. What is the availability of the individual to time to the City?

Tab 7 – Project Management and Quality Control (6 page limit) (maximum 5 x 4 = maximum 20 points)

1. Describe how the project team assigned to the City will be managed and how staff will be allocated.
2. Discuss the average percentages of managerial, technical and administrative staff allocated to a typical project.
3. Discuss the firm's quality control program describing your philosophy for control of the project quality, scope, schedule and budget, include any tools, procedures, best practices, etc., and how they will be leveraged to provide value.
4. Identify the team member responsible for ensuring compliance with schedule and budget constraints.
5. Describe additional staff resources that would be available.
6. Discuss the firm's recent, current and projected workload.
7. Describe the firm's responsiveness to the City relative to other clients.
8. Describe how the team responds to problems relative to errors and omissions. Give specific examples of how the firm has handled errors and omissions claims of similar scope of work from previous clients. Examples may not include the City of Palm Bay.

Tab 8 – Project Approach (6 page limit) (maximum 5 x 5 = maximum 25 points)

Explain in concept how the project team would approach the following projects (3 pages maximum for each), include what tools would be used. Provide a high level overview of project approach and discuss methodologies. Discuss team organization, logical sequence of work, agency coordination, quality control and other critical phases. Proposers may offer alternative solutions/options to achieve successful completion of the Scope of Service. These are sample projects for illustrative purposes only.

1. Approach to special assessments.
2. A full rate study (revenue sufficiency analysis, cost allocation, rates and impacts fees, and other fees).

Tab 9 – Public Involvement Experience and Innovation (2 page limit) (maximum 5 x 2 = maximum 10 points)

The selected consultant will be required to handle various public involvement situations that may include Council presentations and public workshops regarding projects. Provide information as to how the team, within the current staff of the firm (no sub-consultants), would handle public involvement activities. Identify the person(s) responsible for public involvement and comment on any innovative approaches the team may employ to engage the public.

Tab 10 – Cost Proposal (2 page limit) (maximum 5 x 2 = 10 maximum points)

Provide an hourly rate fee schedule, which lists an all-inclusive billable hourly rate for professional fees, per title i.e. Principal, Project Manager, Clerical etc. Proposed fee schedule shall include all direct and indirect costs.

Provide a narrative describing your approach to budget constraints and your cost containment protocol / procedures. The evaluation team will assign points for cost.

Tab 11 - Additional Required Proposal Submittal Forms: (Non-Scored)

Identical Tie Proposal Sheet (if applicable); Proposer's Insurance Requirements Acknowledgement; Business Tax Receipt; Non-Collusion Affidavit; Corporate Resolution (if applicable).

SELECTION PROCESS

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Procurement Department to schedule the top ranked firm(s) for oral presentations/interviews.

Formal Oral Presentations/Interviews (If Requested) (maximum 5 X 2 = maximum 10 points)

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations are exempt from Public Meeting requirements (Section 286.011, Florida Statutes).

The City's Procurement Department will establish the schedule and allot equal time for each proposer, and proposers will be notified within a reasonable time period (generally 7-calendar days) in advance of the date, time and place of the discussion. The specific format of each presentation will be provided to proposers with the notifications.

Oral interviews/presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking and Recommendation for Award

After Oral Presentations/Interviews, the Committee members will have the opportunity to score oral presentations/interviews for all selected proposers and determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City.

The Committee's final ranking will be provided to the Chief Procurement Officer (CPO). Additional clarification may be requested during this process. The CPO will work with the Department Director for recommendation and award of contracts where the value is less than \$100,000.00.

In the event of contract awards that are equal to or in excess of \$100,000.00, the City will rank all complete written proposals received and/or formal presentations/interviews in order of preference and submit this ranking to the CPO. The CPO will make a recommendation for further action, if required by Ordinance, to the City Manager for review and placement on the Agenda for consideration by the City Council. The Chief Procurement Officer's decision (or City Council's when required by Ordinance) will be final.

SECTION IV



Pricing Form And Required Documentation

COST PROPOSAL FORM
RFP NO. 35-0-2022/SZ
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES
SHEET 1 OF 2

The undersigned declares that, after examining the Proposal Documents for the above referenced project, she/he does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Proposer.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

Authorized Signature

Company

Printed Name & Title

Telephone Number

Date

E-mail Address

COST PROPOSAL FORM
RFP NO. 35-0-2022/SZ
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES
SHEET 2 OF 2

Provide an hourly rate fee schedule, which lists an all-inclusive billable hourly rate for professional fees, per title i.e. Principal, Project Manager, Clerical etc. Proposed fee schedule shall include all direct and indirect costs.

Provide a narrative describing your approach to budget constraints and your cost containment protocol / procedures.

Authorized Signature

Company

Printed Name & Title

Date

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have 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 prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement.
- 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 Proposal, 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 Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so 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 the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

Company

Date

**CITY OF PALM BAY
PROPOSER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
RFP #35-0-2022/SZ
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the City, the Awarded Proposer shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. **Commercial General Liability:** The Successful Proposer shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured with waiver of subrogation noted on the Certificate of Liability. The policy of insurance shall be written on an "occurrence" form.
- B. **Business Automobile:** Successful Proposer shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Umbrella/ Excess Liability:** Successful Proposer shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. *This coverage is optional if Successful Proposer has \$2,000,000 General Aggregate under the Commercial General Liability Policy. **
- D. **Workers' Compensation:** The Successful Proposer shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster. Said policy must include Employers' Liability insurance with limits of no less than:
 - Each Accident \$ 100,000.00
 - Disease – Policy Limit \$ 500,000.00
 - Disease – Each Employee \$ 100,000.00
- E. **Professional Liability Insurance or Errors and Omissions Insurance:** Successful Proposer shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

Successful Proposer shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Proposer to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to ensure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Authorized Signature

Company

Printed Name & Title

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____,
Title Firm/Company
the Proposer that has submitted the attached Proposal.
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Proposal.
- (4) Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this _____ day of _____, _____ (year) by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Name of Notary, typed, printed or stamped)

(Serial Number)

(Notary's Seal)

**DRAFT PROFESSIONAL SERVICE AGREEMENT FOR
RFP NO. 35-0-2022/SZ
FINACIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

This is an agreement entered into this ____ day of _____, 2022, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as CITY and Consultant Name, Consultant Address, City, ST Zip Code (FEIN XX-XXXXXX), hereinafter referred to as CONSULTANT. For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

The following documents are incorporated and made part of this Agreement:

- A. Specifications prepared by CITY in its Request for Proposals No. 35-0-2022, FINACIAL RATE AND MANAGEMENT CONSULTANT SERVICES, (Exhibit 1).
- B. Proposal Submittal for CITY prepared by CONSULTANT dated _____, ____, 2022, (Exhibit 2).
- C. Attachment A – Consultant's Rate and Fee Schedule

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- 1. Specific direction from City Manager or designee
- 2. This Agreement and any attachments.
- 3. Exhibit 1
- 4. Exhibit 2
- 5. Attachment A

All professional services provided by the CONSULTANT for the CITY shall be identified as described in Exhibit 1 and as further defined in Exhibit 2. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an addendum to this Agreement.

SECTION 2 - CITY OBLIGATIONS

The CITY agrees that they shall furnish to the CONSULTANT, upon request, any data available in the CITY'S files pertaining to the work to be performed under this Agreement.

SECTION 3 - PROFESSIONAL SERVICES

CONSULTANT agrees to perform professional services associated with Exhibit "1" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to, without causing any delay in the project, correct any errors, oversights, or omissions and prepare any revisions at no cost to the City, that may be required because the work violates accepted professional standards and practices or if deemed to be inadequate, insufficient, or defective. This remedy shall be cumulative to all other remedies available under the Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Provide services to comply with Work as specified in Exhibit 1 to include, but in no way limited to: FINACIAL RATE AND MANAGEMENT CONSULTANT SERVICES and Business Tax Receipt Mailings.
- B. Maintain an adequate staff of qualified personnel.
- C. Comply with federal, state, county and local laws or ordinances applicable to the work.
- D. Cooperate fully with the CITY in the scheduling and coordination of all phases of the work.
- E. Supervise and coordinate the work of any subconsultants.
- F. Cooperate and coordinate with other CITY consultants, as directed by the CITY.
- G. Report the status of the work to the CITY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the CITY or its authorized agent at any time. [add or delete as applicable]
- H. Submit for CITY review all data representative of the work's progress at the percentage stages of completion that may be stipulated in Attachment(s) B and submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S responsibilities as set forth in this Agreement.
- I. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided design or other services.
- J. Interpret plans and other documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost to the City.
- K. Prior to final approval of the work by the CITY, conduct and complete a preliminary check of any documents through any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the CITY or any other agency shall not be deemed to diminish or discharge the CONSULTANT from the responsibilities set forth in this Agreement.

The CITY shall make decisions on all issues regarding interpretation of the documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from CONSULTANT, and the CITY shall have the absolute and undisputed authority to decide any differences or conflicts between the CONSULTANT and the City, and shall check and approve draft documents, schedules, meeting notices, publications, and other submissions for conformance with the concept of each Project.

It is specifically agreed that any change to the work identified as an error on the part of CONSULTANT shall be considered to be an additional cost to CITY that would not have been incurred without the error. The recovery of additional costs to CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages, which CITY may otherwise incur.

SECTION 4 - TIME OF COMPLETION

A reasonable extension of time shall be granted by the CONSULTANT in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement or should weather conditions, acts of God, any force majeure, or hidden conditions delay performance of the CONSULTANT's or the CITY's duties. Extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation for direct costs associated with such delay; CONSULTANT agrees that it will not be entitled to any damages or any claim for extra compensation for consequential damages of any type whatsoever for any such extensions including but not limited to damages and compensation for any direct or indirect financial damages, losses for extended corporate overhead impacted, extended project overhead impacts, project support, services, or by any other name or other legal concept, label or theory or

any business damages or losses of whatever type or nature and CONSULTANT hereby knowingly waives any right to make any such claim or claims and acknowledges additional good and valuable consideration for such waiver and lack of entitlement to such damages, losses and compensation.

SECTION 4.1 - DELAY IN PERFORMANCE/FORCE MAJEURE

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of CONSULTANT's services to CITY's satisfaction.

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

SECTION 5 - COMPENSATION

The CITY agrees to pay CONSULTANT for services rendered pursuant to this Agreement, all fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in Attachment A, Hourly Rate Schedule, Attachment(s) B, and in accordance with a City issued Purchase Order:

- A. Rate & Fee Schedule – the CONSULTANT shall be compensated at the attached Rate & Fee Schedule (Attachment A) for each hour of time engaged directly in the work.
- B. Lump Sum Fee – At the option of the CITY, the fee for any requested portions of work may be lump sum if mutually agreed upon by the CITY and the CONSULTANT, stated in a written Scope of Services Task Order and referenced in the issued Purchase Order.
- C. Reimbursable Expenses – The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for CONSULTANT services, provided such expenditures are previously and expressly authorized by the CITY in writing. All basic reimbursable costs including reproduction, deliverables, and travel should be included in any proposed Attachment(s) B. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY in advance in writing and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:
 - 1. Travel, Lodging and Meals, provided travel occurs in coach class and lodging and meals do not exceed the Domestic Per Diem rates listed in the current edition Appendix "A" of Chapter 301 of the Federal Travel Regulations.
 - 2. Courier Services.
 - 3. Facsimile (\$2.00 per facsimile).
 - 4. Photocopies (\$.0.15 per page).
 - 5. Long Distance and Conference Telephone Charges.
 - 6. 3rd Party expenses, such as printing, incurred on behalf of CITY.
 - 7. Other expenses approved by CITY in writing prior to the time CONSULTANT incurs such expenses.
- D. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the CITY. Any proposed changes in rates by the CONSULTANT shall be subject to the prior written approval of the CITY. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section 15 should the proposed rates or fees not be mutually acceptable. If the CONSULTANT fails to

request a rate adjustment prior to the anniversary date, the previous year's rates shall remain in effect.

SECTION 6 - PAYMENT AND PARTIAL PAYMENTS

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Attachment A, B and C (and other Scope of Services Task Orders) and under the provisions of Chapter 218, Part VII, (Local Government Prompt Payment Act), Florida Statutes. City shall promptly pay consultant any undisputed amounts consistent with the Local Government Prompt Payment Act.

- A. The CONSULTANT shall submit signed invoices to the CITY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized reimbursable expense, accompanied by appropriate documentation.
- C. Invoices for the work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment A.

SECTION 7 - SCHEDULE OF WORK

The CITY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule of the work, the CONSULTANT shall submit such revision(s) for review and, if warranted, approval by the CITY in writing.

The CONSULTANT shall commence work within five working days of the Authorization to Proceed unless otherwise specified in the Authorization to Proceed.

SECTION 8 - RIGHT OF DECISIONS

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall make all decisions on all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after determination by the CITY, unless such time is extended in writing by CITY, present written objections to the decision to the Chief Procurement Officer (CPO) or her/his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices and the requirements of this Agreement.

SECTION 9 - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon the CITY's use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes, should it apply.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the written consent of the Chief Procurement Officer (CPO).

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall accept all responsibility for such utilization to the extent provided by law. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

SECTION 10 - COURT APPEARANCE, CONFERENCES AND HEARINGS

This Agreement shall obligate CONSULTANT to prepare for and appear in litigation on behalf of CITY involving any dispute arising out of any work performed or services provided out of this Agreement all at no cost to the City. CONSULTANT shall also confer with CITY, its attorneys and experts, during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, all at no cost to the CITY. Work by CONSULTANT, as a result of litigation, beyond the scope of the original work shall be considered an additional service that shall be paid in accordance with Section 5 of this Agreement.

SECTION 11 - REUSE OF DOCUMENTS

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the Chief Procurement Officer (CPO). The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction and not for the cost of labor.

SECTION 12 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY.

The CITY'S representative will be: Department Head, Title
Address
Palm Bay, FL 32907

With Copies to:

Chief Procurement Officer and
120 Malabar Road, SE
Palm Bay, FL 32907

City Manager
120 Malabar Road, SE
Palm Bay, FL 32907

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by U.S. mail to the CONSULTANT at the last address left on the file with the CITY. If delivered in person to CONSULTANT or the CONSULTANT'S authorized representative, delivery will be considered immediate. The CONSULTANT'S representative will be:

Consultant Name, Title
Address
City, ST Zip

SECTION 13 - AUDIT RIGHTS

The CITY reserves the right to audit the records of the CONSULTANT related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of five (5) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the CITY as may be requested by the CITY, solely at the cost of reproduction.

SECTION 14 – PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records law. Specifically, the CONSULTANT shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the public agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the CONSULTANT to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 the City of Palm Bay Procurement Department, 120 Malabar Road SE, Bldg. B, Suite 200, Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

SECTION 15 - SUBCONSULTING

The CONSULTANT shall not assign or transfer any work under this Agreement without the express written approval of the CITY. The CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data. Subconsultant rates shall not be marked up by the CONSULTANT.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subconsultants of CONSULTANT. Subconsultants of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subconsultants in connection with the work performed.

SECTION 16 - CONTINGENT FEES

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company or corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or results from the award or

making of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 17 - DURATION OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on July 17, 2022, and ending on July 16, 2023. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

SECTION 18 – TERMINATION FOR CONVENIENCE

The CITY reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate. Payment only for worked performed will be made in accordance with Section 6, Payment and Partial Payment. The City shall not be liable to Consultant for any consequential or incidental damages.

SECTION 19 – NON-APPROPRIATIONS

In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the CONSULTANT of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

SECTION 20 – NOTICE OF DEFICIENCY

If the CONSULTANT is notified in writing of a fault, deficiency or error in the Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the CONSULTANT shall, at the CITY's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the CITY, or 2) refund to the CITY, any amounts paid by the CITY that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other CONSULTANTS.

SECTION 21 – TERMINATION FOR CAUSE/DEFAULT

The CITY may terminate with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified. Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for termination of the Agreement at the discretion of the City.

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by CITY.

An event of default shall include but not be limited to the following:

- A. CONSULTANT has not performed services on timely basis;
- B. CONSULTANT has refused or failed to supply enough properly skilled personnel;
- C. CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services;
- D. CONSULTANT has failed to fulfill representations made in this Agreement;
- E. CONSULTANT has refused or failed to provide the Services as defined in this Agreement;
- or
- F. CONSULTANT has failed to timely address a fault, deficiency or error in the Work or criminal records of employees as provided in the Notice of Deficiency.
- G. CONSULTANT understands and agrees that the CITY may immediately terminate this contract upon written notice if the CONSULTANT is found to have submitted a false certification or any of the following occur with respect to the CONSULTANT or a related

entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

If a CONSULTANT is in default on its contract with the CITY, the CITY shall follow the procedures contained herein:

- H. The CITY shall notify, in writing, the CONSULTANT to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period (such reasonable time should not be less than 10 days after receipt of such notice). The notice will also provide that, should it fail to perform within the time provided, the CONSULTANT will be found in default and removed from the CITY's approved vendor list.
- I. Unless the CONSULTANT corrects its failure to perform within the time provided, or unless the CITY determines on its own investigation that the CONSULTANT's failure is legally excusable, the CITY shall find the CONSULTANT in default and shall issue a second notice stating (i) the reasons the CONSULTANT is considered in default, (ii) that the CITY will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- J. The defaulting CONSULTANT will not be eligible for award of a contract by the CITY until such time as the CITY is reimbursed by the defaulting CONSULTANT for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
- K. Pursuant to Section 38.16, Procurement Code of Ordinance, the defaulting CONSULTANT will be advised of the right to initiate written protest proceedings pursuant to Section 38.15 of the Procurement Ordinance within five (5) business days after the date of notification.
- L. Until such time as it reimburses the CITY for all reprocurement costs and the CITY is satisfied that further instances of default will not occur, the defaulting CONSULTANT shall not be eligible for award of a contract by the CITY. To satisfy the CITY that further instance will not occur; the defaulting CONSULTANT shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the CITY's remedies against the defaulting CONSULTANT at law or in equity.

In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional consultant to perform the services of CONSULTANT. CITY shall be entitled to recover consequential damages and lost funding and administrative costs associated with the procurement of alternative professional services.

In the event of termination by the City:

- M. The CITY'S sole obligation to the CONSULTANT shall be for payment of those portions of work which has been authorized and satisfactorily completed. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage or work complete as estimated by the CITY and agreed upon by the CONSULTANT up to the time of termination.
- N. It is understood by CITY and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by the CITY.

- O. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the CITY reserves the right to terminate this Agreement.
- P. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the CITY and those documents delivered by the CITY to the CONSULTANT that pertain to this Agreement, of which, the CITY will have full ownership thereof. CONSULTANT may, provided the CITY gives its written consent, retain copies of such documents for record purposes.

SECTION 22 – INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, and hold harmless the City of Palm Bay, including but not limited to its officers, officials, and employees and all those others acting on the City's behalf (hereinafter CITY) against liability, loss, costs, damages, expenses, claims or actions, including but not limited to reasonable attorney's fees for trials and appeals and expert's fees and costs that the City may incur arising wholly or in part due to negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation(s) pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

SECTION 23 - INSURANCE

The CONSULTANT and its subcontractors, subconsultants, assignees and suppliers will be required to procure and maintain, at its own expense and without cost to the CITY, until final acceptance by the CITY of all products or services covered by the Agreement, the following types of insurance in the following minimum amounts:

- A. **Commercial General Liability:** The CONSULTANT shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.
- B. **Automobile Liability Insurance:** CONSULTANT shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Professional Liability Insurance:** Professional liability insurance with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed

\$5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount.

D. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

- E. Professional Liability Insurance or Errors and Omissions Insurance:** Successful Proposer shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

Insurance Certificates:

The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation and Professional Liability) **as an additional insured. Waiver of Subrogation is required** for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The CONSULTANT shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the CONSULTANT to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

CONSULTANT shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

SECTION 24 - QUALITY CONTROL & PERFORMANCE

The CONSULTANT shall provide a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement.

The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY in determining the CONSULTANT'S qualifications for future contracts with the CITY.

In accordance with the City's Procurement Manual, upon completion and close-out of the project, the project manager or contract administrator shall prepare a Vendor Performance Evaluation form (PROC-VP-001) rating the CONSULTANT'S level of service, and indicating whether they are recommended for future awards. A copy shall be provided to the Procurement Department for inclusion in the RFQ and vendor files. A copy shall be provided to the CONSULTANT.

SECTION 25 - NON-EXCLUSIVE AGREEMENT

The parties acknowledge that this agreement is not an exclusive agreement and the CITY may employ other consultants, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

SECTION 26 - REPRESENTATIONS

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner suitable to the CITY.
- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall be responsible for technically-deficient deliverables, reports or studies, for two years after the date of final acceptance of the Services by CITY. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to its errors and/or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services performed does not constitute a waiver of this representation.
- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, Section 8 of this Agreement shall govern all questions, difficulties and disputes of whatever nature that may arise under this Agreement. If resolution cannot be reached, the provisions of Section 20 shall apply.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

SECTION 27 - INTEREST OF MEMBERS OF CITY AND OTHERS

No officers, members or employees of the CITY, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 28 - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by the CONSULTANT.

SECTION 29 - INDEPENDENT CONSULTANT

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent and not CITY agents or employees. CONSULTANT, its employees or agents, contractors, subconsultants and subcontractors shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, or subconsultants shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

SECTION 30 - NON-DISCRIMINATION

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

SECTION 31 - OTHER PROVISIONS

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. There are no third-party beneficiaries intended to be bound by or to enforce this Agreement.
- F. By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subconsultant knowingly violates the statute, the subconsultant must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.
- G. When applicable, the Consultant's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

SECTION 32 - LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees and costs, investigative costs, expert fees, or pre-judgment interest. This section shall not

prevent the CITY from taking court action it deems necessary against, including but not limited to, the CONSULTANT, its subcontractors, subconsultants, assignees, suppliers and employees.

SECTION 33 - ENTIRETY OF AGREEMENT

This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2022.

As approved by City Council On: Month, Date, Year

ATTEST:

CITY OF PALM BAY
BREVARD COUNTY, FLORIDA

Terese Jones, City Clerk

By: _____
Juliet Misconi, Chief Procurement Officer

CONSULTANT NAME

By: _____
(Name of Individual)

Printed Name



RFP# 35-0-2022/SZ

Financial Rate and Management Consultant Services



PREPARED FOR:
City of Palm Bay, FL

PREPARED BY:
Stantec Consulting Services Inc.
777 South Harbour Island Blvd., Suite 600
Tampa FL 33602

CONTACT:
Andy Burnham
(813) 204-3331
andrew.burnham@stantec.com

MAY 3, 2022

Tab 1.
Transmittal
Letter

Tab 1. Transmittal Letter



Stantec

Stantec Consulting Services Inc.
777 South Harbour Island Blvd., Suite 600
Tampa, FL 33602

May 3, 2022

Procurement Department

Attn: Susan Ziegler

120 Malabar Road SE

Palm Bay, FL 32907-3009

RE: RFP #35-D-2022/SZ - Financial Rate and Management Consultant Services

Dear Ms. Ziegler and Members of the Selection Committee:

Stantec is pleased to submit our qualifications to provide financial rate and management consulting services for the City of Palm Bay. Simply put, we believe our multi-disciplinary team offers the necessary qualifications, unique experiences, and perspectives that will provide the most value to the City. **Stantec specializes in providing these types of services to nearly 130 local governments in Florida and nearly 400 communities throughout the United States.**

The Stantec Difference. Stantec unites more than 25,000 employees working in over 400 locations worldwide. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in creative and personalized ways. With long-term commitment to the people and places we serve, Stantec has the unique ability to connect on a personal level and advance the quality of life in communities across the globe.

Stantec's Management & Technology Consulting practice specializes in providing financial management services for local government, with a strong emphasis in ratemaking and financial consulting services for water resource utilities and general funds. We are home to an impressive amount of experience and offer 35 professional consultants with over 400 years of combined experience and value to share with the City. This combination of diverse backgrounds and experiences has made us who we are today - a trusted source to our local government and utility clients in providing independent and objective financial rate and management consulting services. **You can be assured that our team will utilize experience gained with similar communities to provide the right financial, rate, and management consulting solutions to support your long-term sustainability goals and overall vision.**

Proven Record with Palm Bay. Our team has successfully completed the City's most recent water, wastewater, and reclaimed water rate studies and General Fund financial sustainability analyses. As a direct result of these efforts, the City adopted and implemented its current water, wastewater, and reclaimed water rate structure, water and wastewater impact fees, and multiple years of rate adjustments to ensure the financial sustainability of these systems that provide critical services to the City. Additionally, we have performed financial planning analyses for the City's General Fund that led to evaluation of fund balance policies and sustainable tax rates. In fact, our Project Manager (Jeff Dykstra) has served in that same capacity since 2017 under the City's previous five-year professional consultant services agreement that was utilized by the City's Utilities Department, General Fund, and Public Works Department.

We have a tremendous amount of history and knowledge about the City and know the challenges that are present with a growing community and the need to support that growth sustainably and in a fiscally responsible way with the residents and customers at the forefront. Equally as important is that **we have established a tremendous amount of credibility and trust throughout all levels of the City in our people, process, interactive modeling tools, and deliverables.**

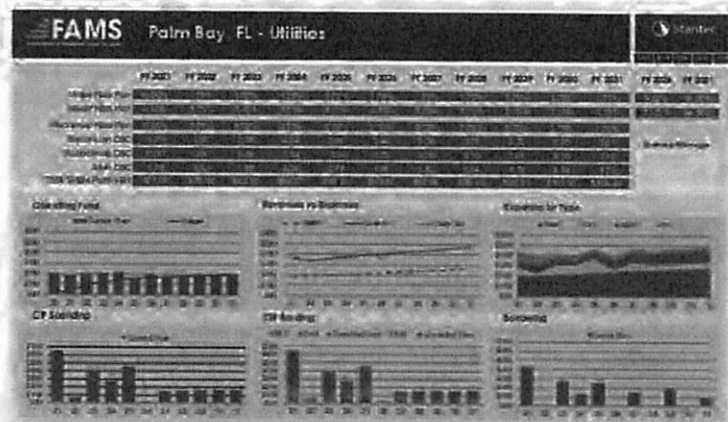
Industry Leader and Authority. As showcased throughout this proposal, **Stantec has a team of industry experts poised to provide the highest level of service to Palm Bay.** In addition to our vast local experience providing rate studies and related services, our team members are recognized national industry experts having contributed to the major industry guiding publications and reference materials for agencies like the American Water Works Association and Water Environment Federation, and teaching classes for the Government Finance Officers Association and major universities. Members of our project team, are currently serving on the AWWA Rates and Charges Committee, actively contributing to an update to AWWA Manual M1 – Principles of Water Rates, Fees and Charges, and contributed to recent additions of the WEF Manual of Practice 27 – Financing and Charges for Wastewater Systems. This experience allows us to bring industry best practices to our approach to financial forecasting, management, cost of service and rate making.

Local Expertise. In addition to our experience with the City of Palm Bay and working with other communities in Brevard County like the City of Cocoa, our team has been a trusted source to nearly 130 local governments and utilities in Florida for over 30 years. This experience gives us the unique perspective and deep understanding of relevant rate practices, economic, regulatory, environmental, and financial trends to offer to the City. Our project team is locally based throughout Florida and our Project Manager is located in Orlando, just a short drive from the City.

Dynamic and Interactive Approach. It is our understanding that the City is seeking a professional financial rate and management consultant to perform related services for the City's Utilities Department and other City departments as needed including assessment services and support the results of the various studies through implementation. Stantec's approach simplifies complex financial analyses and concepts to support the City's decision making in an interactive process with City staff and stakeholders. This allows us to conduct transparent analyses and to identify and understand the drivers and impacts of any decision alternative clearly and quickly. Providing water, wastewater, reclaimed water, and general government services is a dynamic and complex proposition. Attention to the availability of financial resources to fund capital improvements, short and long-term financial sustainability, and the administration of rates, and charges is imperative.

We know that our support is not complete until the City has been able to adopt and implement any recommended solutions, so we communicate with that end in mind from beginning to end. Specifically, we present materials in a manner that clearly defines the activities and needs of the City, outlines options with pros and cons, communicates the consequences of inaction, and the identifies the impacts of alternatives to the customers. **The City has been able to successfully implement financial management plans, utility rates and impact fees, and taxes for its Utilities Fund and General Fund directly resulting from our analyses and support.**

Powerful Modeling Tools. To support our interactive approach for evaluating water, wastewater, and reclaimed water rates, as well as other City enterprise or general funds, we will utilize our powerful Financial Analysis Management System (FAMS) model which offers best in class financial planning and scenario management, operational and capital planning, program development, and the evaluation and monitoring of key financial performance targets. Given our prior engagements with the City, we already have Microsoft Excel based models developed that mirror the City's flow of funds for the water, wastewater, and reclaimed water systems, as well as the City's General Fund which will further support completing the requested consulting services in a timely and cost-effective manner. These models are easy to understand, customizable, and allow for fast and multiple scenario and alternatives analysis.



Point of Contact: Mr. Andrew Burnham will serve as the contracting authority and main point of contact during the procurement process. His office address is 777 S Harbour Island Blvd, Suite 600 Tampa, FL 33602, and is available by phone at (813) 204-3331 or email at andrew.burnham@stantec.com

Summary: Our value in providing professional financial rate and management consulting services to the City is unmatched:

- Familiarity and proven track record of success with the City's stakeholders
- Extensive local experience and statewide knowledge
- Nationally recognized industry experts and understanding of best practices
- Clear understanding of the City's objectives
- Dynamic and interactive approach to consulting and
- Powerful modeling tools already developed and customized for the City

We are excited to continue to serve the City and community with our depth of expertise, dynamic analyses capabilities, wide industry experience and perspective, and community-oriented mindset to support the sustainability of the City of Palm Bay.

Kind Regards,

Stantec Consulting Services Inc.



Andrew Burnham

Vice President / Project Director / Contracting Authority

andrew.burnham@stantec.com

(813) 204-3331

Tab 2.
Completed
Forms

Tab 2. Completed Forms



REQUEST FOR PROPOSAL # 35-0-2022/SZ FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES

ISSUE DATE: 04/04/2022

PROPOSALS TO BE RECEIVED NO LATER THAN 5:00 PM ON
TUESDAY, 05/03/2022

PRE-PROPOSAL MEETING: N/A

Procurement Department
120 Malabar Road SE
Palm Bay, FL 32907-3009
(321) 952-3424

Contact: SUSAN ZIEGLER
PROCUREMENT AGENT II
susan.ziegler@palmabay.com

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID	
Stantec Consulting Services Inc.	N/A
Company Name	DBA, if applicable
777 South Harbour Island Blvd., Suite 600	(813) 223-9500
Street Address	Phone Number
Tampa, FL 33602	andrew.burnham@stantec.com
City, State, Zip Code	Email Address
11-2162170	
FEIN	

Are Proposals firm for 90 Days? Yes ☒ No ☐ Other: _____
Do you accept VISA? Yes ☐ No ☒ Other: _____
List of Deviations (if any) Attached? Yes ☐ No ☒ No Deviations
If submitting a "NO Proposal" state reason: N/A

Proposal packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Proposals will be opened at City Hall after the date and time above. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Proposals.

One (1) original (MARKED "ORIGINAL") and three (3) copies and one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Proposal sheets and required attachments must be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP #35-0-2022/SZ, "Financial Rate and Management Consultant Services." Proposer's name and return address must be clearly identified on the outside of the envelope.

Authorized Signature
Andrew Burnham
Name (Printed)


Vice President
Title (Printed)
April 29, 2022
Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Proposer with the submission of their Proposal package. This Check List cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to ensure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The City specifically reserves the absolute right to determine the seriousness of any proposer's failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Proposer has completed, signed (blue ink) and included Request for Proposal Cover Sheet (page 1)	X		
Proposer has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)	X		
Proposer has provided One (1) Original hard-copy Proposal (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the proposal complete with all supporting documentation	X		
Proposer has provided the number of hard copies of their proposal (marked "COPY"), as referenced in Section I (page 4)	X		
Proposer submittal is organized (to include all information requested under each tab) in tabbed format as described in Section III	X		
Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to www.palmbayflorida.org/procurement for notification and retrieval)	X		
Proposer has completed, signed (blue ink) and included their Proposal Form	X		
Proposer has included their cost proposal in a separate sealed envelope			X*
If applicable, Proposer has provided a signed Conflict of Interest statement			X
If applicable, Proposer has provided their Corporate Resolution (indicating signature authority)	X		
Proposer has completed, signed (blue ink) and included their Identical Tie Proposal sheet with signature - (If applicable)	X		
Proposer has signed (blue ink) and included their Proposer's Insurance Requirements Acknowledgement	X		
Proposer has included a copy of business tax receipt (occupational license)	X		
Proposer has signed and notarized & included their Non-Collusion Affidavit	X		
Proposer has read, understood, and submitted all required documentation for proposal evaluation.	X		



 Authorized Signature
 Andrew Burnham, Vice President

 Printed Name and Title

Stantec Consulting Services Inc.

 Company
 April 29, 2022

 Date

*Per clarification in Addendum #1, the Cost Proposal is included in Tab 10 of our proposal.

Tab 3.
Table of
Contents

Tab 3.
Table of Contents

Tab 3. Table of Contents

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Tab 4. **Firm Profile**

Tab 4.
Firm Profile

Tab 4. Firm Profile

HISTORY OF THE FIRM

The Stantec community unites more than 25,000 employees working in over 400 locations across the globe. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe. Founded in 1954, Stantec offers a wide range of services.

RESOURCES & AVAILABILITY

Our Management & Technology Consulting Practice offers 35+ consultants with over 400 years of combined experience and value to your project. As a group, we work together and learn from each other's experiences. This combination of diverse backgrounds and experiences has made us who we are today – a trusted source to our clients in providing independent and objective financial management services to local governments and utilities throughout the country. This knowledge sharing and expertise will be brought to you as well. You can be assured that our team will develop comprehensive and balanced solutions tailored for your situation.

As you will see in Tab 6, we have engaged a strong team of consultants with a full commitment to meeting the City's needs on time and within budget. We have structured our team with familiar faces of consultants who have been working with the City for the last five years including our Project Manager, Jeff Dykstra. Jeff will be your main point of contact throughout the contract period, as he is on your current financial rate and management consulting services projects. In Tab 7, we have outlined a 'backup' team in the event any of our proposed team members become unavailable for this project. Rest assured that we have a deep bench of highly qualified resources to complete this important work for the City.

Rate Studies

- Water/Sewer/Reclaimed
- Electric & Natural Gas
- Stormwater
- Solid Waste & Recycling

Cost-of-Service Analysis

- Wholesale/Outside-City Rates
- Interlocal Agreements
- Regionalization Studies
- Customer Class Allocations

Financial Planning & Capital Funding

- Policies, Targets & KPI's
- Bond Feasibility Studies
- Demand Forecasting
- Project Funding Strategies

Benchmarking

- Database of 500+ Entities
- Audited Financials & Rates
- Key Financial Metrics
- Custom Group Comparisons

Affordability

- Actual Bills & Incomes
- Multiple Metrics & Thresholds
- Regulatory Support
- Assistance Programs

Economic Analysis

- Regional Impact Assessments
- Cost-Benefit
- Economic Development
- Forecasting

Economic Impact Assessments

- Water Resources
- Community Development
- Environmental Services
- Transportation

Strategy & Management

- IT Planning & Implementation
- Strategic Plans
- Assessment Management
- Business Process Mapping
- O&M and CIP Optimization
- Performance Measures
- Level of Service Development
- Real Estate Advisory Services

INDUSTRY EXPERTISE

As showcased throughout this proposal, Stantec has a team of industry experts poised to provide the highest level of service to the City of Palm Bay. Stantec's team of financial and management consultants are recognized industry experts having contributed to all major publications and reference materials and routinely present at industry events (as shown in the table on the following page). We have also conducted rate training classes for AWWA, WEF, Michigan State University, the Carl Vinson Institute of Government, and private professional training organizations.

The leaders in Stantec's Management & Technology Consulting team are widely recognized as experts in the municipal rate consulting industry, and have:

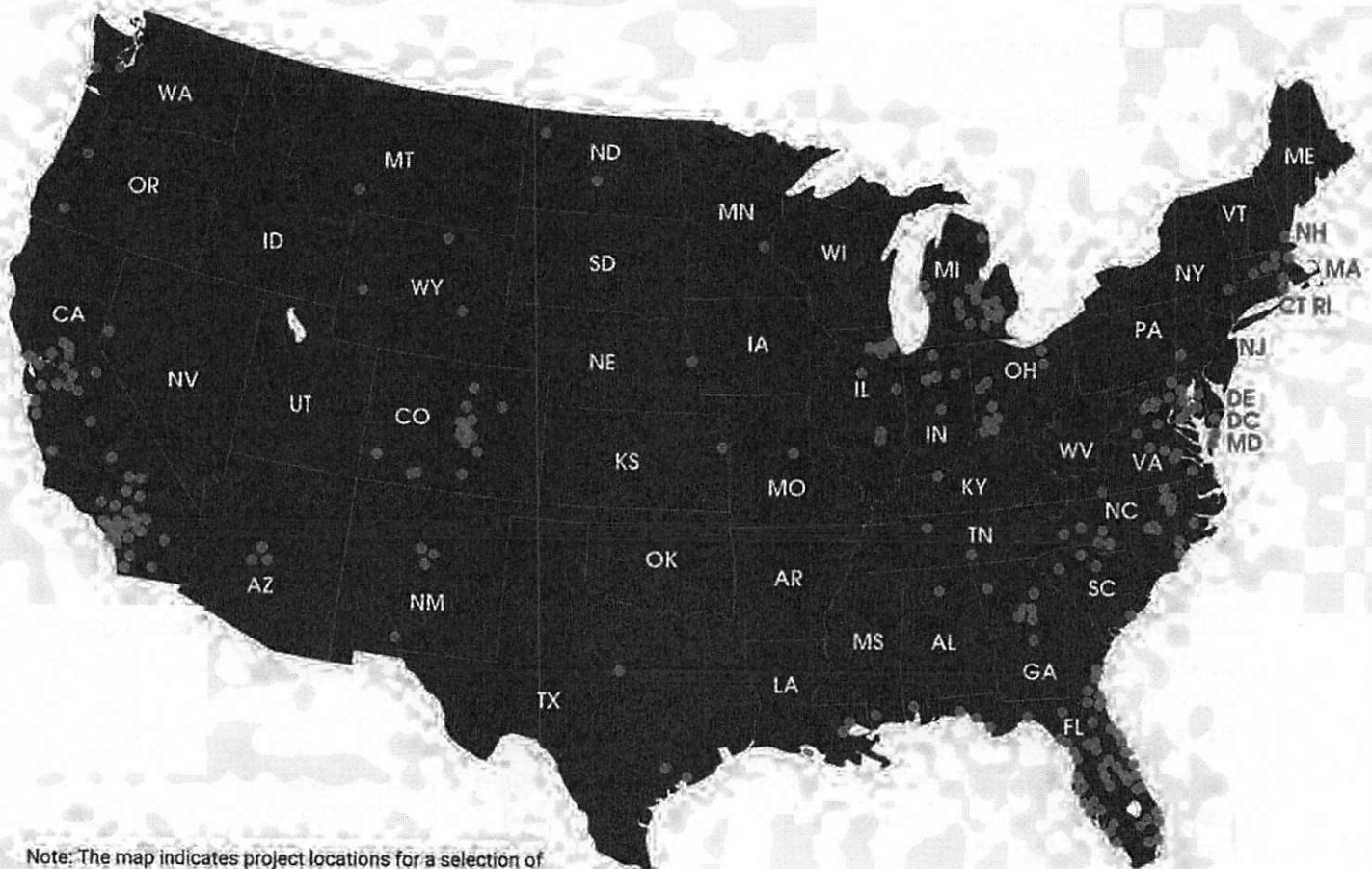
- Contributed to AWWA rate manuals M-1 and M-54
- Contributed to WEF's wastewater rate Manual of Practice No. 27
- Contributed to AWWA's capital financing manual M-29

PUBLICATIONS AND PRESENTATIONS

The following is a selection the publications and presentations authored in the past 5 years by members Stantec's Management & Technology Consulting team:

- Roth, F. and C. Malasky. Albuquerque Uses Customer Outreach to Gain Deeper Insights into Infrastructure Needs, Conservation and Rate Increases, Water Finance & Management, 2017.
- McCrory, B., C. Malasky and B. Shaw. From a Passive to an Active Stakeholder Engagement Culture, Journal AWWA, 2019, pp. 68-69.
- Burnham, A., D. Hyder and P. Luce. Toho Water Authority's Unique Approach to Pricing Irrigation Water, Florida Water Resources Journal, 2019, pp. 56-59.
- Burnham, A. Refining Stormwater Rates and Improving Community Support, AWWA Annual Conference & Exposition, Las Vegas, NV, 2018.
- Burnham, A. The Perks of Seeing the Peaks, American Water Works Association Annual Conference & Exposition, Las Vegas, NV, 2018.
- Burnham, A. Happy Stakeholders, Equity, and Conservation Rates, AWWA Annual Conference & Exposition, Las Vegas, NV, 2018.
- Burnham, A. (co-author). Money Matters - Utility Cash Reserves, Journal AWWA, 2018.
- Burnham, A. Paying for Stormwater - Engaging the Community, American Public Works Association Annual Conference (PWX), Orlando, FL, 2017.
- Burnham, A. Can Conservation Rates be Tied to the Cost to Serve?, AWWA Annual Conference & Exposition, Philadelphia, PA, 2017.
- Burnham, A., Hyder, D. Reclaimed Water Expansion: An Approach that Makes Sense, AWWA Annual Conference & Exposition, Philadelphia, PA, 2017.
- Burnham, A. Cost-of Service Based Conservation Rates, Evolving from Art to Science, Utility Management Conference, Tampa, FL, 2017.
- Contributed to and driven the creation of AWWA's cash reserve policy statement.
- Served as chair to AWWA's Rates and Charges Committee.
- Provided testimony and expert witness services.
- Conducted training for Michigan State University's Ratemaking Class.
- Burnham, A. Rate and Fee Panel Discussion, a National Financial Perspective, AWWA Michigan Sector, Northville, MI, 2017.
- Burnham, A. Utility Ratemaking & Management, North Carolina Government Finance Officers Association Summer Conference, Wrightsville Beach, NC, 2016.
- But, A., Burnham, A., and Ziebertz, W. Survey Results Provide Water Reuse Cost Allocations and Pricing Guidance, Journal AWWA, 2019, pp. 60-68.
- Ziebertz, W., M. Coopersmith, and A. Burnham. Water Reuse Cost Allocations and Pricing Survey, American Water Works Association, 2019.
- Westover, K., A. Burnham. Balancing Storm Water Management Costs with Citizen Engagement, Storm Water Solutions, 2020.
- Boyle, C., R. Anderson, A. Burnham, M. DeChellis, W. George, J. Jensen, R. Nagel, E. Nieminski. 2020: Looking Back on the Year of Covid, Journal American Water Works Association, 2021, pp. 60-65.
- Burnham, A. Making Tough Asset Management Financial Decisions in A Climate of Uncertainty (Panelist), The Institute of Asset Management North American Conference, 2020.
- Burnham, A. Partnerships to Reduce the Impacts from COVID-19 on the Water Sector (Panelist), NACWA Webinar (Part 3), 2020.
- Burnham, A. Ensuring Affordable Access to Essential Water Service: Are New Models Needed?, AWWA Webinar, 2021.
- Burnham, A. Integrating Affordability into Capital and Financial Planning, Water Finance Webinar, 2021.
- Ziebertz, W., K. Steven. AMI Data and Rate Studies, Seizing Opportunities... Carefully!, AWWA/WEF Utility Management Conference, San Antonio, Texas, 2018.
- Ziebertz, W. Transformational Competition - Building Peer Relationships for Mutual Improvement, 2017.

Our expertise helped communities across the globe—including nearly **400+** in the US alone.



LITIGATION DISCLOSURE

There are no unsatisfied judgments or arbitration awards outstanding against Stantec. Stantec does have some legal proceedings, lawsuits, or claims pending. These are a normal part of professional services industries. All have been reported to Stantec's insurers who are in the process of adjusting/managing them. None will have a material effect on the financial position of the company

or its ability to undertake this assignment. Perhaps of greater comfort to our clients is the fact that Stantec seeks to deal with client concerns and claims promptly and fairly through its Risk Management group. As a public company, Stantec has substantial assets and maintains a high professional liability insurance limit. Stantec's claims history has resulted in relatively low insurance premiums when compared with firms of similar size and character.

Tab 5.
Previous
Experience

Tab 5. Previous Experience

MUNICIPAL UTILITIES EXPERIENCE

Stantec has completed over 1,500 financial and rate studies for municipal utilities in just the past 10 years. We have highlighted some of the most relevant clients on the following page. We have provided these services to **130 communities in Florida**, including Palm Bay since 2017. Our Financial Services team has been providing ongoing utility rate consulting services to the City and during that time, we have gained a tremendous amount of knowledge about the City and have helped the utility systems evolve to their current positive financial condition. Equally as important, is that we have established a tremendous amount of credibility and trust throughout all levels of the City, including staff, management, administration, and even the City Council.

PUBLIC SECTOR CLIENTS OUTSIDE OF MUNICIPAL UTILITIES

Stantec is well versed in providing financial services to non-utility departments, including general fund, fire, police, parks and recreation, and more. Below is a list of some of our public sector clients in Florida and the department for which we provided financial consulting services.

MUNICIPALITY	DEPARTMENT	MUNICIPALITY	DEPARTMENT
Alachua County	Fire Rescue, Finance	City of Plant City	Finance/Budget, City Manager
Brevard County	Fire Department	City of South Miami	City Manager
City of Bonita Springs	Public Works, City Manager	City of St. Pete Beach	City Manager
City of Brooksville	Fire Rescue, Finance	City of Stuart	Financial Services
City of Cape Coral	City Manager, Budget, Fire	City of Tarpon Springs	Finance, Police, Fire, City Manager
City of Clearwater	City Manager, Finance	City of Venice	Engineering, Stormwater, Finance, Public Works, Fire
City of Cocoa	Finance, City Manager, Stormwater	City of Wildwood	Parks & Rec, City Manager, Budget
City of Coconut Creek	Finance, Fire Department	City of Zephyrhills	City Manager
City of Coral Springs	Budget and Strategy	Collier County	Stormwater
City of Delray Beach	Fire Department	Dade City	Police, City Manager
City of Deltona	Public Works, Public Safety, Finance	DeSoto County	County Administrator
City of Fernandina Beach	Marina, Golf, Finance, City Manager	Hernando County	County Administrator
City of Fort Lauderdale	Airport, Parking, Building Permits	Lehigh Acres Municipal Utility District	District Manager
City of Fort Myers	Budget, Public Works, Police, Fire	Marion County	County Clerk's Office, Budget Division
City of Gainesville	Budget, Finance, City Manager	Nassau County	County Clerk's Office, Sanitation
City of Lake Helen	City Manager	Okeechobee County	Fire Rescue, County Administrator
City of Lake Worth Beach	Public Works, City Manager, Beach, Refuse	Pinellas County	Stormwater, Public Works, County Administrator, OMB
City of Lynn Haven	Stormwater, City Manager	Port St. Lucie	Stormwater, Public Works, City Manager
City of Miramar	Budget	Sarasota County	Stormwater
City of Naples	Stormwater, Finance, City Manager	Town of Belleair Beach	Town Manager
City of New Port Richey	Finance	Village of Estero	Village Manager, Public Works
City of North Port	Fire Rescue, Public Works	Village of Miami Shores	Village Manager
City of Palm Bay	Budget, Finance, Public Works	Village of Royal Palm Beach	Finance, City Manager
City of Pinellas Park	Stormwater, Finance, City Manager, Public Works		

**DATES OF SERVICE:**

2016 – Present

PROJECT TEAM MEMBERS:

Andrew Burnham (Director)
 Jeff Dykstra (Project Manager)
 Eric Grau (Quality Control)

CLIENT CONTACT:

Justin Grant
 19420 Central Blvd.
 Land O' Lakes, FL 34637
 (813) 235-6196
jgrant@pascocountyfl.net

Utility Rate Studies and Financial Consulting Services Pasco County, Florida

Pasco County is in the Tampa Bay Region of Florida and provides water, sewer, and reclaimed water service to over 100,000 customers. The fundamental consideration of the County's last two rate studies completed in 2017 and 2021 was to develop a long-term financial management plan and rate structure to sustainably support the continued growth and related operating and capital costs of a fast-growing system. In support of those objectives, we performed a comprehensive rate study including cost of service, rate structure refinements. These recommendations included 4-year rate plans, utility miscellaneous fees, and impact fees in 2021 all of which were adopted and implemented by the County Commission resulting from our studies.

The rate studies began with identification of the revenue requirements of the system and using FAMS, we customized a financial plan accounting for customer and usage data, revenues, and all revenue requirements of the utility system. We then developed a multi-year financial management plan to achieve and maintain targeted debt service coverage ratios and operating reserves, and sustainably fund the capital improvement plan.

In the cost of service analysis, revenue requirements were allocated between services and to functions to determine cost recovery between retail and bulk users. The results were utilized to inform updates to the County's rates for bulk users. We then performed a review of the County's retail rate structure and adjusted according to the County's overall objectives and worked with staff to develop a plan of multi-year rate adjustments, which were ultimately presented to and adopted by the County Commission in both 2017 and 2021.

In addition to the comprehensive rate studies, we have performed annual water and wastewater revenue sufficiency analyses since 2016, periodic impact fee studies, several stormwater and solid waste revenue sufficiency analyses and rate design studies, multiple utility valuation and feasibility studies, and other utility financial consulting engagements including special assessment feasibility studies. In total, we have successfully completed nearly 30 task orders for the County since 2016.

**DATES OF SERVICE:**

2009 – Present

PROJECT TEAM MEMBERS:

Andrew Burnham (Director)
 Jeff Dykstra (Utilities Project Manager)
 Peter Napoli (Lead Consultant)
 Eric Grau (Quality Control)

CLIENT CONTACT:

Lora Howell
 Deputy Finance Director
 65 Stone Street
 Cocoa, FL 32922
 (321) 433-8611
 lhowell@cocoafl.org

Continuing Financial Analysis Services

City of Cocoa, Florida

On an annual basis, we perform an integrated financial sustainability analysis for the City that includes a projection of revenues and revenue requirements to develop a capital financing plan inclusive of the General Fund, the Water and Wastewater Fund, the Stormwater Fund, and the Fire Assessment. The analysis identifies an integrated solution to managing the City's budget and ensuring the fiscal sustainability of each system.

We have been performing rate and financial consulting services for the City's Water and Wastewater since 2009 including an annual revenue sufficiency analysis for the Water and Wastewater Fund. Recently, in 2020 and 2021 we performed a comprehensive utility rate study which included a rate structure review and ultimately modifications to the tiered rate structure, updates to miscellaneous fees to

better reflect the costs to provide the services, and an impact fee study to align the utility's fees to its capacity costs. The impact fees had not been adjusted in over 10 years and an update was needed to align with the utility's costs and meet financial sustainability objectives. The recommendations of the rate study were presented to City staff, City management, and ultimately City Council before being adopted.

In each study for the City, we conduct regular interactive work sessions with City staff to evaluate alternative scenarios with dynamic modeling tools to allow for the live review of various scenarios as their implications on the City. Results are shown instantly, and we develop alternative sustainable solutions with City staff with a complete understanding of the short and long-term implications.

**DATES OF SERVICE:**

1998 – Present

PROJECT TEAM MEMBERS:

Andrew Burnham (Director)
 Jeff Dykstra (Project Manager)
 Eric Grau (Quality Control)
 Peter Napoli (Lead Consultant
 - General Fund)
 Laura Arturo (Lead Consultant
 - Utilities)

CLIENT CONTACT:

Donna Lovejoy
 Asst. Director of Public Works
 2200 2nd St.
 Fort Myers, Florida 33902
 (239) 321-7217
 dlovejoy@cityftmyers.com

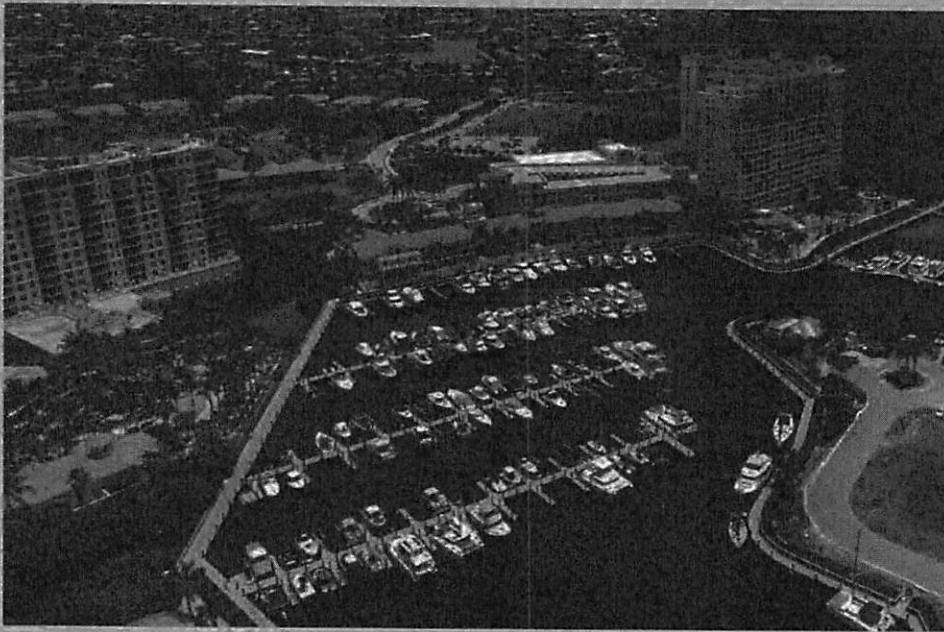
Utility Rate Consulting Services

City of Fort Myers, Florida

We have provided financial consulting services to the City's water, sewer, solid waste, stormwater, and general funds since 1998. During that time, we have provided annual updates of the financial forecast or "business plan" for the water and sewer system to ensure that its rates will provide adequate revenue over a multi-year forecast period and develop plan of financing for the utilities' short and long-term capital improvement plans. During this time have also performed numerous services for the water and sewer systems including periodic retail rate structure reviews and modifications, updates to impact fees, inter-local agreements review, development of bulk user rates, and bond feasibility studies in support of debt issuance including interaction and presentation to the major credit rating agencies.

Additionally, we have provided valuation and financial feasibility analyses of the acquisition of neighboring service areas and conducted detailed demand and capacity requirement projections to determine the timing requirements of a wastewater treatment plant expansion.

Annually, we perform an update to the City's multi-year financial models to evaluate the financial sustainability of the City's General Fund, including an assessment analysis to assist in the development of a new Fire Assessment Program. In all analyses, we have conducted several interactive work sessions with City staff using our FAMS model to review assumptions and inputs, analyze multiple scenarios, and determine the final results. We regularly make presentations to City Management, City Council and other stakeholders as part of each study.

**DATES OF SERVICE:**

2001 – Present

PROJECT TEAM MEMBERS:

Andrew Burnham (Director)
 Jeff Dykstra (Project Manager)
 Eric Grau (Quality Control)

CLIENT CONTACT:

Jeffrey Pearson
 Utilities Director
 PO Box 150027
 Cape Coral, FL 33915
 (239) 574-0709
 jpearson@capecoral.gov

Water Resources Rate Consulting Services

City of Cape Coral, Florida

Cape Coral is a rapidly growing City in Southwest Florida where we have served as the water and wastewater rate consultant for the City for more than 20 years. We perform annual updates of the City's water and wastewater ten-year financial management plan and schedule of annual rate adjustments in conjunction with the City's budget process.

In addition to the annual revenue sufficiency analyses which identify the projected revenue and revenue requirements for the water and wastewater systems for a 10-year period, we performed a cost of service and rate structure analysis for the City's utility system most recently in 2016 and are currently performing an update. This study included the development of potential rate structure modifications that would enhance conformance to industry practices and ensure a fair and equitable distribution of system costs to the City's various customer classes. Revenue requirements were first identified in the revenue sufficiency analysis and then allocated between services (water, wastewater, and reclaimed water) and compared against test year revenues for each

system. This established the revenue targets for the rate design element of the study. Ultimately, we developed recommended several rate structure modifications that achieved fair and equitable recovery of the costs from its customer classes, enhance conformance to industry practices and legal requirements, enhance fiscal stability and better recovery of fixed costs, consideration of customer affordability, and promote water conservation.

Recommended modifications included adjusting tier sizing and pricing for water rates, establishment of a separate multi-family customer class with rates based on units rather than meter size, removing the tiered rates for non-residential customers, and implementing a customer charge component to the base facility charges.

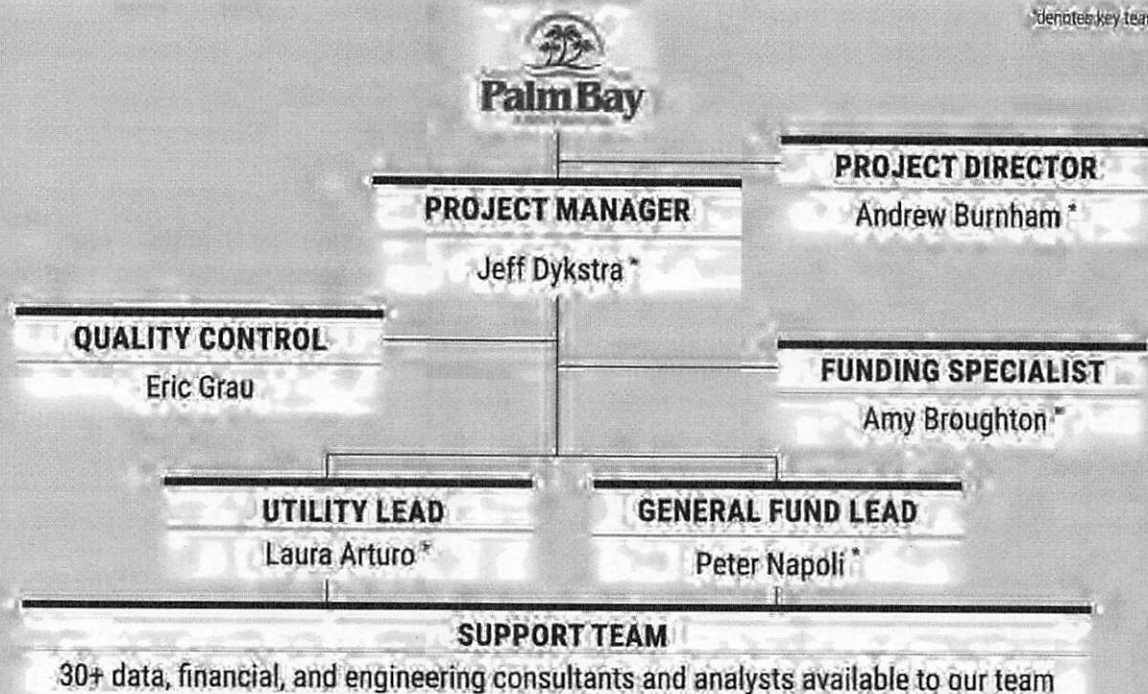
Additionally, in 2019 we evaluated the City's water, wastewater, and irrigation miscellaneous fees using our miscellaneous fees cost template and meeting with City and utility staff to identify the process and associated costs for the utility's various fees and charges.

Tab 6. **Project Team**

Tab 6. Project Team

The organization chart and brief bios below highlight the qualifications of our project team. Our Florida-based team with our Project Manager in Orlando, just an hour from the City, results in less time and expenses and a high level of client service. Our project team is experienced in addressing the financial rate and management consulting services that the City's Utilities Department and other City departments may face:

- **Development of Multi-Year Revenue Requirements, Financial Plans, and Rate Plans** for utility systems of similar size operated by local government agencies, including the development of sustainable financial and capital financing plans, scenario analysis, and sensitivity of assumptions/variables
- **Debt Feasibility and Capital Financing Support** to ensure the financial sustainability of the City.
- **Cost of Service** to inform appropriate pricing and equity in recovering costs.
- **Rate Structures** considering their practical application to address specific policy objectives (such as conservation, revenue stability, affordability, ease of understanding, and price competitiveness) while conforming to accepted national and local industry practice and legal precedent
- **Miscellaneous Service Charges and Customer Deposits** including determination of costs to perform these specific activities, consideration of desired customer behaviors, and alignment of charges to policy preferences and industry practices
- **Financial Policy Review** including the development of specific targets and conformance to debt covenant requirements for reserves, capital funding sources, and debt service coverage levels.
- **Analysis of Intergovernmental and Developer Agreements** to evaluate the financial implications and potential risks to the City.
- **Preparation of Special Assessments** including determining feasibility and potential range of customer impacts, appropriate benefit and apportionment methodology, and development of assessment rolls.
- **Preparation of Public Presentations and Stakeholder Education** including information about the necessity of any rate adjustments or special assessments, the drivers that cause them, and their impacts on customers
- **Assist in the Preparation of Ordinance and Resolutions** to address modifications to rates, fees, charges, and special assessments.





JEFF DYKSTRA

ROLE ON PROJECT:

Project Manager
& Primary Contact

POSITION IN FIRM:

Senior Manager

YEARS WITH STANTEC // TOTAL YEARS OF EXPERIENCE:

6 // 14

EDUCATION:

Bachelor of Arts, Business
Administration - Finance,
Dordt University, Sioux Center,
Iowa, 2008

AVAILABILITY:

50%

Jeff is a Senior Manager with 14 years of experience in the water resources industry. In this role he is responsible for managing projects and client relationships related to stormwater, water, wastewater, and solid waste finance and business operations. He is responsible for performing rate studies, developing financial and pro forma models, performing cost-of-service and rate structure analyses, developing retail and wholesale user rates, evaluating feasibility of utility acquisitions, providing feasibility support studies for the issuance of municipal debt and revenue bonds, developing impact fees, and analyzing finances and operations. He is an experienced Project Manager and has managed over 100 different engagements and been responsible for the development of hundreds of dynamic financial models related to utility and local government operations, rates, and fees.

PROJECT EXPERIENCE

Financial Rate and Management Consulting Services | City of Palm Bay, FL

Jeff serves as the Project and Client Manager for Stantec's continuing financial consulting services contract for the City of Palm Bay. In this role he has developed the City's water and wastewater utility financial sustainability model, performed annual revenue sufficiency analyses from 2017-2021 which developed 10-year financial management plans for the utility and identified needed rate adjustments. Jeff was responsible for a comprehensive water and wastewater cost of service and rate design study in 2018 and 2019 which led to the City adopting the recommended rate adjustments and rate structure modifications which helped the Utility better meet their objectives. In 2019 Jeff assisted the City in the development of a water, wastewater, and roads special assessment for service extensions within the City. In addition, in 2020 Jeff led a water and wastewater impact fee study, evaluation of the Utility's impact fee methodology and application and subsequent impacts to the financial management plan, modeled developer agreement financial impacts.

Financial Rate and Management Consulting Services | Pasco County, FL

Jeff serves as the Project Manager for utility financial services work including rate studies, impact fee analyses, utility acquisition feasibility studies, and bond feasibility studies. For the water and sewer utility, he has conducted annual revenue sufficiency analyses from 2016 to 2021 and comprehensive cost allocation and rate design studies in 2017 and 2021 where he developed a four-year rate plan for the utility and was instrumental in working the Utility through communicating to stakeholders through successful adoption of the rates. He also leads the feasibility analyses guiding the County's potential acquisition of other utility systems. Since 2016, he has successfully managed 30 individual task orders with the County relating to financial rate and management consulting services for the County's water, sewer, and reclaimed water utility, public works department, and solid waste system.

Water and Wastewater Rate Consulting Services | City of Cocoa, FL

Jeff serves as the technical lead and Project Manager for Stantec's water and wastewater rate consulting services for the City's Utilities Department. He performs annual revenue sufficiency analysis and the development of the utility's financial management and capital financing plans. In 2020 he performed a comprehensive rate study including an update of the Utility's annual revenue sufficiency and financial sustainability analysis, cost allocation analysis, and rate design analysis. The rate study identified a 10-year financial management plan and plan of annual rate adjustments needed to maintain the financial sustainability of the utility system and reviewed the utility's existing rate structure and provide recommendations based upon the utility's objectives and customer demands. He also developed updated water and wastewater impact fees and provided guidance to and reviewed the Utility's updated miscellaneous utility fees to reflect updated costs.



ANDREW BURNHAM

ROLE ON PROJECT:

Project Director

POSITION IN FIRM:

Vice President, Management
& Technology Consulting
Leader

YEARS WITH STANTEC //

TOTAL YEARS OF

EXPERIENCE:

18 // 20

EDUCATION:

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

AVAILABILITY:

30%

Andy is the Vice President and Leader of Management & Technology Consulting. He has extensive experience in personally conducting as well as overseeing cost of service allocations, long-term financial planning analyses, and development of alternative rate structures for a variety of utility systems, including water, wastewater, reclaimed water, stormwater, solid waste, recycling, electric, and natural gas. He has been recognized as an industry expert as part of providing testimony in utility rate-related regulatory proceedings in multiple states and territories (including Florida, Michigan, Arizona, and the United States Virgin Islands), as well as before the Federal Energy Regulatory Commission. He has led over 500 studies for 150+ local governments and has supported our clients in the issuance of \$4 billion of bonds for projects in the past 5 years. Mr. Burnham is currently serving on multiple AWWA and WEF Committees and was actively involved in the recent update to AWWA Manual M1 – Principles of Water Rates, Fees and Charges, notably in regards to outside-city retail rates, wholesale rates, and reuse rates.

PROJECT EXPERIENCE

Water, Sewer and Reclaimed Water Annual Rate Studies | City of St. Petersburg, FL

Andy has served as project director for the City for over 10 years of annual water, sewer and reclaimed water rates studies. Annually, he manages an update to the multi-year financial plan, detailed cost allocation analyses of the water, wastewater and reclaimed water costs and evaluation of rate structures. He has also providing litigation support for the City along with support in the issuance of revenue bonds.

Water and Wastewater Rate Consulting Services | City of Cape Coral, FL

Andy has served as project director for a variety of rate consulting services for the City. For over 15 years, Stantec has provided rate and fee studies to the City. We conducted a rate study to initialize and customize our financial model for the City. In recent years, the City has licensed our model and under the terms of the license and maintenance agreement, we have assisted them in accomplishing annual updates of their multi-year financial plan and rate revenue adjustments.

Utility Rate Study Services | City of Clearwater, FL

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

PUBLICATIONS & PRESENTATIONS

Money Matters - Utility Cash Reserves, Journal AWWA, 2018 (co-author)

Paying for Stormwater - Engaging the Community, American Public Works Association Annual Conference (PWX), Orlando, FL, 2017.

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

Reclaimed Water Expansion: An Approach that Makes Sense, AWWA Annual Conference & Exposition, Philadelphia, PA, 2017.



AMY BROUGHTON

ROLE ON PROJECT:
Funding Specialist

POSITION IN FIRM:
Senior Principal

**YEARS WITH STANTEC //
TOTAL YEARS OF
EXPERIENCE:**
13 // 22

EDUCATION:
MBA, Entrepreneurship and
Finance, University of
Colorado at Boulder, Leeds
School of Business, Boulder,
Colorado, 2008

Bachelor of Art, History,
Colorado College, Colorado
Springs, Colorado, 1998

AVAILABILITY:
30%

Amy is a financial and management consultant focused on supporting complex infrastructure projects and transformative business practices. Amy has developed and delivered projects across sectors, applying organizational, financial, and operational analysis to increase efficiency, manage risk, and identify the best solutions for unique client challenges. With her strong understanding of industry trends, funding and financing options, and infrastructure project delivery, Amy assists clients identify and secure funding for projects. B

ringing the right knowledge to the right projects, Amy coordinates Stantec's dedicated team of more than 100 funding specialists. This community of practice was formed to help communities secure the funding they need to achieve their project goals. Spread throughout the US and Canada, this group helps develop funding strategies, pursue grants and loans, and manage project delivery. Amy has presented at industry conferences on resilient infrastructure, institutional knowledge management, monetizing intellectual property, and organizational network analysis

PROJECT EXPERIENCE

Willamette Water Supply Program | Tualatin Valley Water District, City of Hillsboro, and City of Beaverton, OR

Stantec developed the successful EPA WIFIA loan application. Amy collaborated with the project partners, compiled and organized necessary documentation, and facilitated interactions with EPA administrators. Amy assisted with the drafting and submission of the letter of interest and application, and developed the WIFIA compliance plan for the program management team. The \$640 million loan is projected to result in saving more than \$350 million over the loan term.

Watershed Asset Management Plan and Funding Strategy | San Diego, CA

Amy led the Financial Consulting Team that provided the City with a comprehensive roadmap for funding the updated Watershed Asset Management Plan. Her work included compiling a list of grants, loans, and other funding options available to the City, along with a strategy for updating the rate revenue and fees that are charged to the City's customers.

Envision Shooks Run Funding Strategy | Colorado Springs, CO

The Envision Shooks Run vision is to create a continuous greenway along a downtown drainage corridor, transforming an underutilized community asset through needed infrastructure investments and redevelopment. Working with funding specialists from across Stantec, Amy led the development of a funding strategy for a set of transformational, multi-departmental and complementary activities and investments. The project integrated private participation and evaluated the applicability of several urban renewal, resiliency and stormwater financing mechanisms. Recently, Amy assisted the City with their successful application for a \$600,000 EPA Brownfields Grant.

Industrial Water Supply Infrastructure Financial Analysis | Western Area Water Supply Authority, ND

Our analysis included assessment of the current condition, reinvestment needs, and cost of industrial water supply assets as well as what the operational and capital impacts would be to the remaining system if the industrial water assets were privatized. As the Funding Specialist, Amy developed a thorough understanding of the current financial condition and forecast of the Western Area Water Supply Authority and analyzed what options were available including low interest loans and grants, for WAWSA to optimize its financing structure.



LAURA ARTURO

ROLE ON PROJECT:

Utility Lead Consultant

POSITION IN FIRM:

Financial Analyst

YEARS WITH STANTEC //

TOTAL YEARS OF

EXPERIENCE:

2 // 3

EDUCATION:

Bachelor of Science in
Finance, University of Florida,
Warrington College of
Business, Gainesville, FL,
United States, 2019

AVAILABILITY:

50%

Laura is a Financial Analyst with an educational background in finance. Laura has two years of experience at Stantec developing and customizing financial forecast models, cost of service allocations, rate structure and benchmark analysis, impact fee models, and bond feasibility studies. Through her experience with financial models and data analysis, she has assisted our clients with strong financial solutions based upon sound financial and economic concepts.

PROJECT EXPERIENCE

Financial Consulting Services | City of Palm Bay, Florida | Palm Bay, FL

Laura serves as the lead financial analyst for Stantec's financial consulting services for the City of Palm Bay. In this role she has assisted developing the City's water and wastewater utility financial sustainability model, performed annual revenue sufficiency analyses, which helped develop a 10-year financial management plans for the utility and identified needed rate adjustments in 2020 and 2021. In 2020, Laura worked on a water and wastewater Impact Fee study, which helped in the evaluation of the Utility's impact fee methodology and application and subsequent impacts to the financial management plan.

Utility Rate Consulting Services | City of Fort Myers, FL

Laura has served as the financial analyst for the annual revenue sufficiency analysis for the City's water and sewer utility to develop a multi-year financial plan to sustain operations and fund capital projects. Laura assists with interactive work sessions with the city staff to review assumptions and inputs, analyze multiple scenarios, and develop a plan to implement.

Financial Planning | Northeast Ohio Regional Sewer District, OH

Laura was responsible for developing and updating financial planning models for the District. Specifically, financial planning models were developed to evaluate multiple capital, operating, and financing scenarios within the District to determine the impact on debt financing and necessary rate increases. Laura was also responsible for helping develop a cost-of-service model and rate structures.

Bond Feasibility and Revenue Sufficiency Analysis | Orange Water and Sewer Authority, NC

Laura served as a financial analyst who helped develop a bond feasibility study to support the issuance of a revenue bond in 2021 for the Authority's Water and Sewer Enterprise Systems. Laura used the financial model to create a multi-year financial forecast for the Authority, in which the analysis provided a detailed look at the impacts of issuing new debt to support large-scale capital projects.

Integrated Financial Sustainability Analysis and Modeling | City of Fort Lauderdale, FL

Laura serves as a financial analyst facilitating the integrated financial sustainability analysis including its General Fund and seven separate major funds (Water/Sewer, Regional Wastewater, Stormwater, Sanitation, Airport, Parking, and Building funds). The City utilizes these analyses to be used for real-time evaluation and understanding for its key services decision processes, as well as annual rate adjustments and financial plan analysis for the funds. She customized individual models for each fund and linked each model together to evaluate and understand a variety of decision alternatives and their current and future consequences to each fund. As part of the City's annual budget process, we perform simultaneous updates to all the models.



PETER NAPOLI

ROLE ON PROJECT:
General Fund Consultant

POSITION IN FIRM:
Associate

YEARS WITH STANTEC //
TOTAL YEARS OF
EXPERIENCE:
6 // 6

EDUCATION:
Bachelors of Business
Administration in Finance,
University of North Florida,
Jacksonville, Florida, 2015

AVAILABILITY:
50%

Pete is an Associate with the Stantec Management & Technology Consulting team and has over six years of municipal financial consulting experience. He has become one of the leaders of our General Government Practice with a focus on general fund financial sustainability modeling, and the development of fair and legally defensible impact fee studies. Peter has served as consultant in the development of financial forecasts, impact fee programs, and special assessments using our interactive, decision support modeling process for various public agencies. He has strong, adaptive financial modeling skills and experience interpreting large data for our clients. He's demonstrated the ability to customize financial analyses to meet client needs and leverage our modeling platform as a powerful consulting tool. He has strong Excel modeling skills and has experience working with large data sets and financial models, including our proprietary interactive FAMS model and specific property data, billing data and assessment modules.

PROJECT EXPERIENCE

Integrated Financial Sustainability Analysis | City of Cocoa, Florida

Pete serves as the lead consultant facilitating the integrated financial sustainability analysis including the City's General Fund and Water & Sewer Utility Enterprise funds. The City utilizes these analyses to inform the General Fund's budgetary decision process, as well as annual rate adjustments and financial plan analysis for the Utility funds. Transfers between the funds are greatly affected by revenue decisions, and the integrated analysis provides a valuable tool to inform budgetary decision making. In addition, Pete has served as the consultant for the City's Fire Rescue Special Assessment program that is updated annually. Pete processes the County's property database to estimate the assessment revenue and support the budget process.

Financial Modeling and Sustainability Analysis | City of Palm Bay, FL

Mr. Napoli served as the consultant for a long-term financial sustainability analysis for the City in which he developed a customized financial forecast for the City's General Fund and scenario management tools related to the City's property tax revenues. During the project he facilitated a decision support process with City Management and the City Council to understand strategies that need to be undertaken to ensure long term financial sustainability. During these facilitation sessions, he was able to show how various policy decisions would affect the cash flow and reserve balances.

Financial Sustainability Analysis | Coral Springs, Florida

Pete has served as the consultant for a long-term financial modeling and sustainability analysis for the City in which he developed a financial forecast for its General Fund. During the project he also facilitated a decision support process with City Management and the City Commission to understand strategies that need to be undertaken to ensure long term financial sustainability for the City. During these facilitation sessions, he was able to show how various revenue enhancement strategies would affect the cash flow and reserve balances by year. As part of the City's annual budget process, we update the General Fund financial model.

Financial Modeling and Sustainability Analysis | City of Miramar, Florida

Pete has served as the consultant for a long-term financial modeling and sustainability analysis for the City in which he developed a financial forecast for its General Fund. During the project he also facilitated a decision support process with City Management and the City Commission to understand strategies that need to be undertaken to ensure long term financial sustainability. During these facilitation sessions, he was able to show how various revenue enhancement strategies would affect the cash flow and reserve balances. As part of the City's annual budget process, Pete updates the General Fund financial model.

Tab 7.
Project
Management
and Quality
Control

Tab 7. Project Management and Quality Control

PROJECT TEAM MANAGEMENT

Having the best project management and leadership team in place is essential to any successful project. Jeff Dykstra, along with Andy Burnham as Project Director, will lead our services using the highest standards of the industry and Stantec's Project Management Framework. Our project leadership is well known to the City and its stakeholders and are highly experienced in stakeholder coordination, contract administration, task staffing and scheduling, budget management, quality control/peer reviews, decision-making coordination, and timely status reporting and programmatic adjustments. Jeff will work closely with you to understand the expectations for each project, to provide certainty in both project budgets and schedule, and to establish critical milestones and decision-making strategies for each study.

Frequent and timely communication between Jeff and our entire team and key City representatives are vital to the success of each project. That's why we have a strong process that creates clear and concise communication between all team members, stakeholders, and, most importantly, you. In person meetings, as well as virtual meetings through either Teams, WebEx, or GoToMeeting, are used frequently to provide progress updates and hold interactive review sessions. It is important to address specific communication needs such as obtaining approval on scope clarification or changes in a timely manner.

RESOURCE ALLOCATION

Wouldn't it be reassuring if you could handpick your dream team for a project? At Stantec, we take pride in tailoring our teams to the specific project requirements, size, and complexity. While we have assembled our project team specific to the needs that we understand the City has for this agreement, we understand that there are a variety of analyses and potential task orders that the City may request which may require specific expertise.

Our approach to resource allocation is make sure the expertise is aligned with the City's needs for each analysis and circumstance and we customize our staffing and resource plan accordingly. However, for a typical analysis, project leadership/management staff may comprise approximately 20-30% of project time while the remaining 70-80% is generally technical staff including consultant and subject matter experts. It should be noted that our

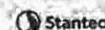
STANTEC PROJECT MANAGEMENT FRAMEWORK

The Stantec Project Management Framework identifies the key tasks that will help you and your Project Team to manage risks and quality on a typical project. These tasks also represent the project requirements of our ISO 9001 Quality Management System. Click on the Point icon to access the Point's Best Practices.

- Prepare a proposal that includes a preliminary Project Plan including scope, project budget, resources, deliverables, and schedule. Conduct and document an independent review of the final proposal. Conduct and document a hazard assessment and apply applicable controls if a level of risk is not acceptable during the proposal phase.
- Obtain written instructions to proceed and execute an approved written contract. Obtain written and/or verbal agreements (if applicable).
- Prepare a Project Plan to an appropriate level of detail. Conduct and document an independent review.
- Establish hard copy and/or electronic project record directories and file project records accordingly.
- Complete a Health, Safety, Security & Environment (HSSE) risk management assessment and documentation for all projects involving field work.
- Maintain the Project Management Dashboard on a regular basis. Follow best practices for managing project finances, including time charges, work in progress (WIP), accounts receivable (AR), and estimates to complete (ETC).
- Obtain the client's written approval on scope of service before any timely deliverables.
- Conduct and document a quality review of all final deliverables prior to issue.
- Conduct and document an independent review of all final deliverables prior to issue.
- Quality versus independent review.
- Close off the project (complete and archive all the project files).

²NOTE: A first observation is defined as any record (handwritten or graphed) based on professional expertise or judgment that is intended to be relied on by others and that provides direction to other staff as to a service to the patient (e.g., professional reports, documentation issued by physicians, nurse supervisors and nurses).

For more information, visit the Project Management Institute on the Web (<http://www.pmi.org>) or call 1-800-PMI-5555. *Project Management Institute*



managerial staff (Project Director and Project Manager) actively participate in technical elements of the analyses.

QUALITY CONTROL

At Stantec, we raise the bar on excellence. With our comprehensive quality control program, we deliver services that have been through a detailed review, thereby limiting errors and omissions to provide you with high-quality products. We have the right approach to successfully deliver every project – Project Manager oversight and subject matter experts with financial and technical expertise dedicated to performing internal quality control reviews with our team prior to any work products being submitted to the City. We also have a dedicated independent reviewer on our team to quality check all deliverables prior to issue. Periodically through each study, our team will meet with City staff to review work in progress.

Schedule Management. During scope development for each project, our Project Manager will work with you to develop a detailed schedule with tasks, subtasks, dependencies, predecessors, and key milestones, including interactive work sessions, stakeholder meetings,

and draft deliverables using tools such as Smartsheet. Collaborative development of the schedule with the project team keeps everyone aware of milestones and dependencies that must be prioritized and tracked to avoid schedule slip. Jeff will be on top of the schedule modifications weekly. Our technology provides real time updates to schedules, so our clients always have access to an up-to-date schedule.

Budget Control. We know it's important to come in on budget. For all projects, Oracle Project Management Dashboard will be used to monitor project financials, time charges, work in progress, estimate to complete and invoice tracking. Jeff accesses these tools weekly to track project costs and provide regular updates to be sure we stay on budget.

DEDICATED QUALITY CONTROL LEAD

Eric Grau is our proposed Quality Control Advisor who serves as an independent reviewer for all technical analyses and deliverables prior to issue. Eric has nearly 20 years of experience, including the last 5 dedicated to quality control. Typically, between 5 and 10 percent of each task order is dedicated to these specific independent reviews. While the Project Manager is ultimately responsible for the quality of the services provided, the Quality Control Advisor's role is specifically to support that outcome. With our rigorous and on-going quality control activities by each project team member throughout, a task order could include as much as 25% or more of time dedicated to quality control activities.

ADDITIONAL STAFF RESOURCES

Stantec's Management & Technology Consulting practice has over 35 professionals that could step in to complete the requested scope of services. We have specifically identified backup staff for each person assigned to our project team, as shown in the table below.

Project Role	Backup Team Member	Years of Relevant Experience
Project Manager	Lisa Gresehover	15
Project Director	Bill Ziebertz	35
Quality Control	Jim Bearman	43
Funding Specialist	Kelly Westover	19
Utility Lead	Kevan Cook	4
General Fund Lead	Ralph Abernathy	2

RECENT, CURRENT AND PROJECTED WORKLOAD

For the project team identified, we estimate workload to be approximately 60% which leaves the capability and capacity to commit to conducting the requested services in the shortest time frame possible (without compromising quality) for this scope of services.

DESCRIBE THE FIRM'S RESPONSIVENESS TO THE CITY RELATIVE TO OTHER CLIENTS

Stantec is currently under contract with several communities throughout the country. However, we have the capacity to conduct the services requested by the City. Our project team is highly experienced in providing these services concurrently with other projects.

ERRORS & OMISSIONS

While we do all that we can to prevent unacceptable work products, situations can arise that are undesirable. The project management steps outlined throughout this proposal are employed to minimize these situations. Additionally, we utilize the following in every project:

Start with the right team. An experienced team with well-rounded perspectives and skillsets that has worked together and knows how to ask the right questions and truly listen to the answers and perspectives of all stakeholders, assess the City's circumstances and objectives, and offer unbiased advice and strategies.

Strong Project Management. Active and structured management is essential to complete each study.

Standardized Modeling Platform. Dynamic and robust forecasting models that allow for repeatable processes are staples of our quality control process. This minimizes errors and allows us to quickly understand causes and reasons for variations in results.

Frequent Communication. Consistent and regular communication between our project team and City staff will allow questions and concerns to be identified early in the process before they become issues. We provide draft and interim deliverables during task orders for City staff review, which is a critical element to avoiding undesirable work products and negative outcomes.

In rare instances where undesirable outcomes do take place, our project leadership will develop an immediate action plan, first identifying the issue or concern, second discussing sources and prior actions leading up to the outcome, third developing potential solutions with our project team internally, and finally meeting with City staff to communicate and adjust the plan as necessary.

Tab 8.
Project
Approach

Tab 8.
Project Approach

Tab 8. Project Approach

We understand that the City is interested in retaining a professional financial rate and management consultant to perform a variety of financial planning, economic analyses, design of user rate structures and impact fee schedules along with other similar or related services. The provision of utility services is complex and attention and scrutiny to utility management and the administration of rates and charges is growing. The City needs to establish rates and charges to ensure the sustainability of critical services that it provides in a way that recovers costs efficiently and equitably. In support of that objective, there are two important services that the City may request: 1) rate studies, and 2) special assessments.

Our overall approach is focused on supporting the City in the decision-making process for the sustainability of the critical infrastructure and services that it provides. As such, we rely upon building relationships with City staff through engagement, coordination, and support throughout each project. To facilitate each study, we propose to start with

Stantec's interactive approach leads to buy-in from City staff and ultimately a unified message for City Council, residents, and other stakeholders.

a kick-off meeting with City staff to confirm objectives, key issues, data requirements, stakeholder concerns, and review a project schedule.

Throughout the special assessment or rate study, we also recommend interactive work session style meetings with City staff where the analysis, assumptions, inputs, scenarios, results, and implications are reviewed. Preliminary schedules outlining the analysis and results are then distributed to City staff for review. This process provides many benefits including transparency, quality control, and coalescence around the desired path forward. The number of these interactive sessions may vary depending on the complexity and nature of the study or analysis.

Quality, accuracy, and integrity are imperative. This philosophy drives our efforts and commitment to quality control which are continuous as described in the previous section of this proposal. Due to the sequential nature of a special assessment analysis or rate study, we include checkpoints for designated quality control reviews for the project team and for a designated quality control review professional responsible for performing an independent review of all analyses and deliverables.

SPECIAL ASSESSMENTS

Overview

Non-ad valorem special assessments are a revenue source available to local governments in Florida to fund operations and maintenance expenses and capital improvements for essential services such as roads, drainage, fire protection services, utilities, etc. Pursuant to Florida case law, two requirements must be satisfied for the imposition of a valid non-ad valorem special assessment. These two requirements have become known as the two-pronged test and can be summarized

as 1) the property assessed must derive a special benefit from the services or assets provided, and 2) the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit. In summary the costs must be recovered in proportion to the benefit received from these services provided by the City. Our approach to performing these studies is developed to be aligned with these legal requirements and can be summarized in a three-step process.

IDENTIFICATION OF
COSTS



DETERMINATION AND
MEASURE OF BENEFIT



APPORTIONMENT
OF BENEFIT &
CALCULATION

Identification of Costs

The first step is to review the specific activity being considered for a special assessment and identify the associated cost requirements which could be operating or capital depending on the purpose of the assessment.

Determination of Benefit

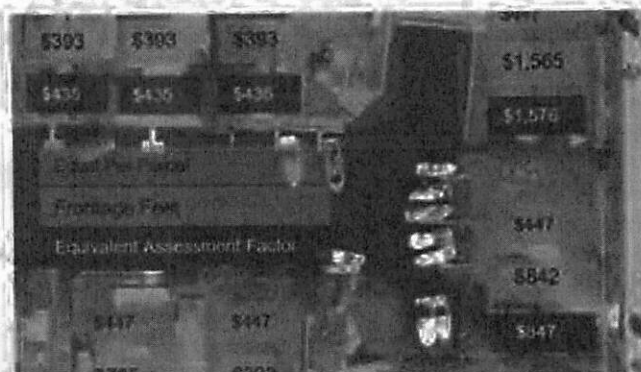
Next, we will review the special benefits to and parcels receiving benefit from the assessment project or activity to determine logical relationships of benefit and identify available data to support an assessment methodology.

The methodology must be benefit-based, which is the legal requirement for a non-ad valorem assessment and focus on the benefit to the property. Benefits could include availability of potable water service, improved roadways, availability of fire protection services, improved waterway access, or others depending on the nature of the service or improvement being considered for special assessment.

Apportionment of Benefit and Calculation of Assessment

Once the costs and apportionment methodology are determined, we will calculate the assessments by determining the benefiting units and identification of property types that may be excluded as receiving no benefit or are exempt. The special assessment costs

will be apportioned to the benefiting parcels and their associated units to determine each parcel's assessment. Assessments under various apportionment methodologies can also be evaluated.



Reports and Deliverables

At the conclusion of the analysis, a written report of the study will be drafted that clearly documents the methods, results and recommendations. Additionally, a detailed database of each parcel within the assessment area will be generated and serve as the basis for the assessment roll provided to the Brevard County Property Appraiser. We will also assist the City with the development of necessary resolutions required to implement the special assessment.

RATE STUDY

Overview

The components of a utility rate study as identified by the City in the RFP are consistent with the industry's long-standing practice that includes 1) developing a revenue sufficiency analysis including a financial management plan with identification of revenue requirements and associated rate revenue adjustments considering financial policies and capital financing plans, 2) cost allocation analysis identifying the costs of service and appropriate allocations thereof to systems and to customers, 3) reviewing rate

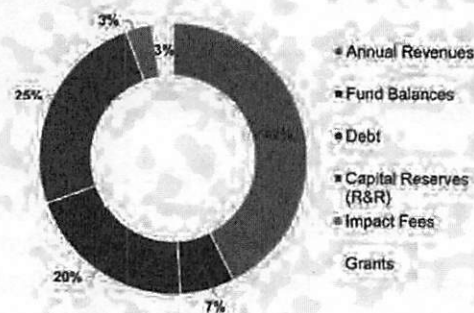
structures and designing rates to generate sufficient revenues with consideration of customer impacts, and 4) updating or developing miscellaneous fees and impact fees while considering the cost of service, implications on the financial management plan, legal requirements, and policy objectives. Each rate study and system is unique and so while we follow this general outline and supporting industry approaches, our team identifies the appropriate tools, methodologies, and outputs that match the City's objectives and available data.

REVENUE SUFFICIENCY ANALYSIS	COST ALLOCATION ANALYSIS	USER RATES	OTHER FEES
<ul style="list-style-type: none">Financial Management Plan & SustainabilityRate AdjustmentsCapital FundingFinancial Policies	<ul style="list-style-type: none">Identifies Costs by Service TypeDefine Customer ClassesFixed and Variable CostsInforms Rates	<ul style="list-style-type: none">Rate Structure (Fixed and Volumetric/Tiers)Pricing ObjectivesCustomer ImpactsLocal Bill & Rate Structure Comparisons	<ul style="list-style-type: none">Impact FeesMiscellaneous Fees

Revenue Sufficiency Analysis

Using our dynamic Financial Analysis Management System (FAMS) modeling tool, we will prepare an analysis of the Utilities Enterprise Fund's revenue requirements to develop multi-year financial management plans, inclusive of projected annual revenue requirements and required rate adjustments. We will examine historical operating expenses, growth and consumption trends, capital spending levels, debt service coverage ratios, levels of operating and capital reserves, and other financial policies/goals that affect future revenue requirements.

FAMS provides a valuable capital planning tool that will be used to review the City's projections for capital improvements and to evaluate the impacts of alternative projects, costs, timing, and funding sources (i.e., debt, grants, others). For all scenarios, FAMS will develop a funding plan, including the identification of the amount, timing, and type of borrowing required as may be necessary to build a sustainable capital funding program.

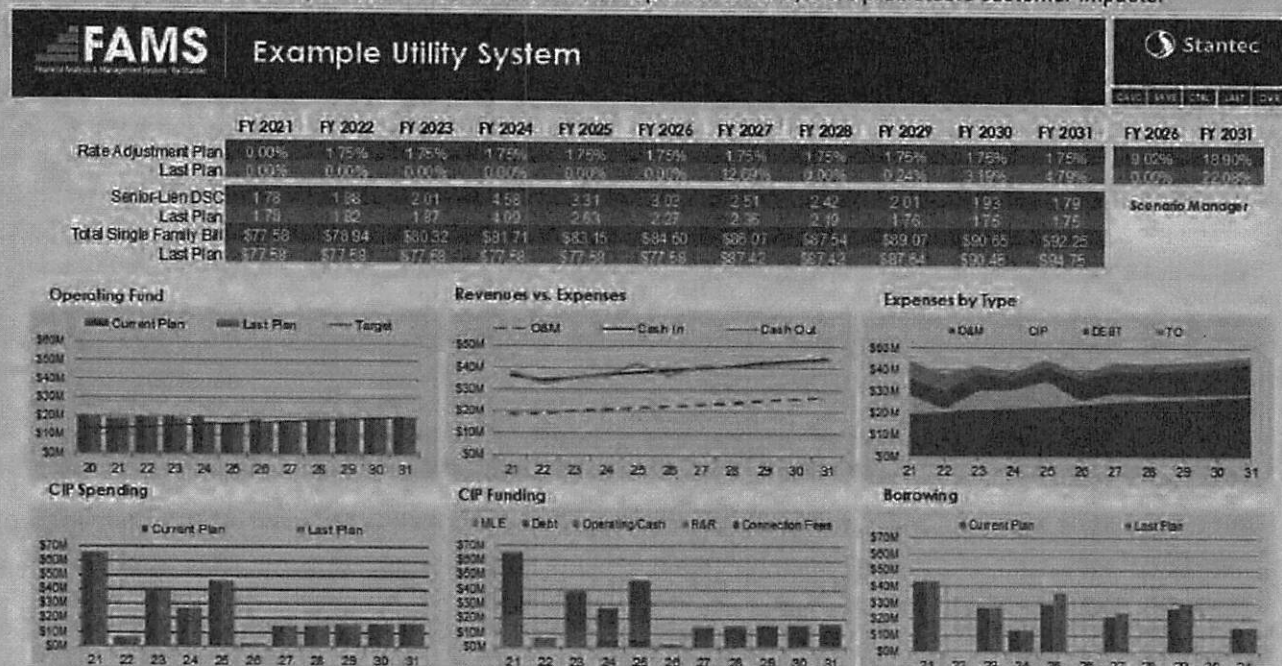


Closely related to this analysis is a review of the adequacy of reserves. Adequate reserves are fundamental to achieving financial stability and can help some systems to avoid sudden or disruptive rate adjustments in the face of unanticipated operating or capital needs. We will examine the City's fund balances and levels of annual contributions to these reserves and incorporate them and alternative reserve policies into the interactive planning process and the conversations we will have regarding financial sustainability. FAMS allows us to evaluate and ensure that the financial management plan (including reserves,

debt coverage levels, performance metrics) results in the financial sustainability for the Utilities Enterprise Fund while minimizing rate adjustments.

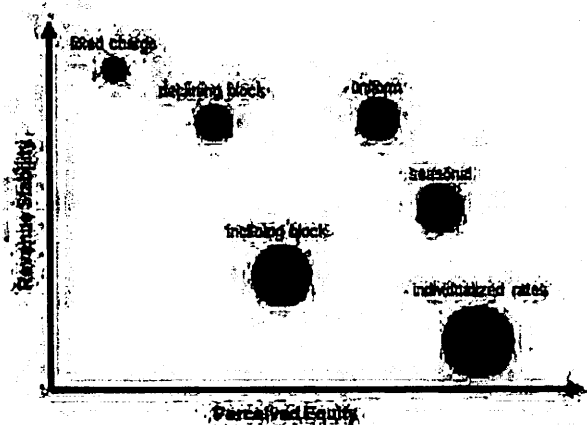
It allows for immediate sensitivity and scenario analysis to evaluate the financial implications of changes to debt and capital financing plans, operating costs, intergovernmental or development agreements, and other variables that impact the utility.

An example of an interactive dashboard from the FAMS desktop application (that will be utilized in the development of the revenue requirements portion of this study) is presented below. The green bars and panels represent the "last" scenario evaluated, which was "just-in-time" rates, resulting in a double-digit rate increase in FY 2027 and varying increases throughout the remainder of the forecast. The blue bars and panels represent the "active" scenario, which includes lower, level rate increases throughout the projection period. The graph shows that the financial consequences of the earlier "level" plan of rate increases in the "active" scenario are acceptable, and that the rate increases provide smaller, more predictable customer impacts.



Cost Allocation and Rate Design

The cost allocation analysis identifies the total revenue requirements to be allocated between services (i.e., water, wastewater, and reclaimed water) and to customer classes. We identify the most appropriate industry-accepted cost of service allocation methodologies such as those defined by the AWWA and WEF based upon available data, legal requirements, system configuration, resources, customers, local practice, and public policy objectives. The resulting cost allocation will be compared to the revenues generated for each system and customer class as appropriate. To the extent current revenue recovery levels are not in line with the cost allocation, we will evaluate alternative levels of revenue recovery within the rate structure analysis.



To initiate the rate design analysis, we will review the City's current rate structure and identify if any alternatives may better serve the City's objectives relating to fiscal stability, administration, conservation, and affordability, while considering a fair and equitable distribution of costs, and conformance to accepted industry practice, legal precedent, and terms of any service agreements. Our project team will discuss with the City various alternatives that the City may want to consider based on pricing goals and objectives. We are well versed in the wide range of rate structures that could be implemented and will review the pros and cons of each rate structure including the ability of the City to implement the structure.

Miscellaneous Service Fees

Our miscellaneous service charge cost of service template will be used to calculate miscellaneous fees such as service turn-on/off, tap fees, hydrant fees, returned checks, delinquencies, after hours services, and others. We will work with City staff to review the processes and costs associated with each respective service fee.

Impact Fees

We will use the impact fee module to calculate updated water and wastewater impact fees. The first step is to evaluate various methodologies used in the industry to determine which is most appropriate for the City based upon review of the utility's fixed assets, CIP, available data, and system capacities and configuration. Upon determining the methodology and subsequent cost basis, we will then identify appropriate adjustments for supplemental funding sources such as grants and debt service that will be paid by new connections in user rates upon connection to the systems to avoid a double recovery of capital costs.

Comparative Rate Surveys

One element that we typically include during a rate study prior to the rate design portion of the study is a review of local rate structures and bills for similar services to first evaluate how the City's existing rates conform to local practices. We can provide local bill comparisons for each of the major customer classes/groups for each utility system. Given our extensive local knowledge, we will not only be able to identify the current rates and structures of local communities but will also any projected rate increase or structure changes that we are aware of that might be occurring in the coming years to project how the City's rates will compare with other local area communities both today and into the future. This process will allow us to review the City's existing rate structures in detail and determine how they compare with local practices and generally accepted industry standards.

Reports and Ordinance Preparation

The City will gain long-term value in a written report that clearly and comprehensively documents the results and recommendations of the study. The report provides a straightforward and understandable synopsis of the analysis, and include appendices that contain a series of graphs, charts, and tables that provide the supporting details of each element of rate study. Our reports are carefully crafted and considerate of all stakeholder comments and potential perceptions. We apply that standard of care and will submit a draft report for review by City staff. Upon receipt of City staff comments, we will make appropriate revisions and prepare a final report for the study.

Assuming rate adjustments are required, we will assist the City with the development of updated utility rate resolutions and/or ordinances to enact the new rates.

Tab 9.
Public
Involvement
and Innovation

Tab 9. Public Involvement
and Innovation

Tab 9. Public Involvement Experience and Innovation

THE THREE E'S

EDUCATE
Stakeholders

ENGAGE
the Community

ELICIT
responses and input

Special assessments, utility rate studies, and financial consulting services require clear and concise communication to stakeholders. Developing or enhancing public support requires openness and a high degree of clarity in interactions with stakeholders including deliverables and public presentations. We have a portfolio of tools to achieve successful consumer involvement and to assist in the rate adoption process focused around the three Es: Educate key stakeholders and City Council; Engage the community; and Elicit responses and input throughout the study.

Our team has worked with countless local governments on education, outreach, and engagement campaigns rooted in providing clear, concise, and accurate material that builds understanding and support for rate changes. Here are three examples of our tools used to solicit consumer involvement:

1. **Stakeholder Advisory Groups**
2. **Public Workshops**
3. **Virtual Communications**

STAKEHOLDER ADVISORY GROUPS

We have worked with locally appointed stakeholder advisory groups in many communities where members are selected to represent and speak for various customer classes within the community. Recently in Venice, FL, we met with representatives from single family residential, multi family residential, commercial, golf course, and industrial customer classes as we helped the City increase the defensibility and equity of their existing water and wastewater rates. The stakeholder advisory members reviewed the analysis and recommendations along the way, providing input that resulted in a formal

recommendation for City Council's consideration. Our approach engaged each member of the advisory group to elicit input that lead to the evaluation of a wide range of options. Through an open analytical process, we were able to bring the group to consensus as to the approach that best balanced stakeholder objectives and achieved equity. The end result was a new rate structure and plan of future annual increases that were unanimously supported by the advisory group and approved by City Council.

We find formal groups like this and the Budget Advisory Board in the City of Fort Lauderdale, FL, the Developer Advisory Board in Orange County, FL, and stakeholder work groups in Ann Arbor, MI are helpful to fully disclose the assumptions, analysis, results, and recommendations of our studies to achieve the buy-in and support of these groups prior to formal public presentations and the approval process.

PUBLIC WORKSHOPS

Additionally, we helped create and manage an extensive public outreach program with a series of public workshops in Bismarck, ND, where developers, homebuilders, the general business community, managers of various types of residential communities, and the public at large all needed to be included in a complex and comprehensive rate and fee restructuring program. Significant concerns and resistance to change were common, but we helped to elicit and capture their comments and to respond to their diverse interests in ways that emphasized the overall gains for the entire community available through the recommended rate and fee adjustments.

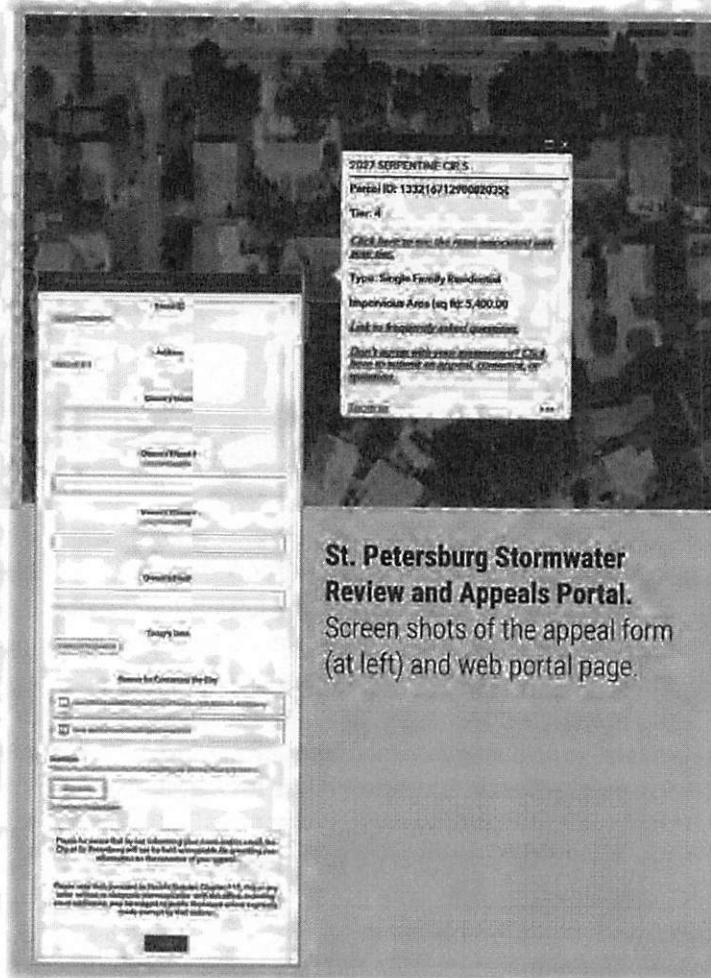
Finding a way to gain the endorsement of a majority of interested parties is critical to ensuring the acceptance

by elected officials and the public at large in every community. A series of public discussions at each phase of the study enhanced stakeholder understanding & acceptance (<https://www.bismarcknd.gov/1849/Utility-Cost-of-Service-Rate-Design-Stud>). Projects like Bismarck that will have as significant an impact on a community require a substantial level of hands-on community involvement and engagement strategies.

VIRTUAL COMMUNICATION

The increase of or implementation of new rates, fees, and charges can be met with opposition within the community. We are here to help by providing virtual communication tools that provide transparency and real-time access to relevant data supporting the fees. By developing tools like online customer portals that provide details about changes and the need for them to occur, we guide you to successful implementation of your rates, fees, and charges.

For example, we developed St. Petersburg's Stormwater Review and Appeals Web Portal, shown at right. In one click the parcel owner can generate an appeal form that gets completed and sent directly to the City for follow up. These easy-to-use methods of virtual communication engage the community before, during and after a rate adjustment.



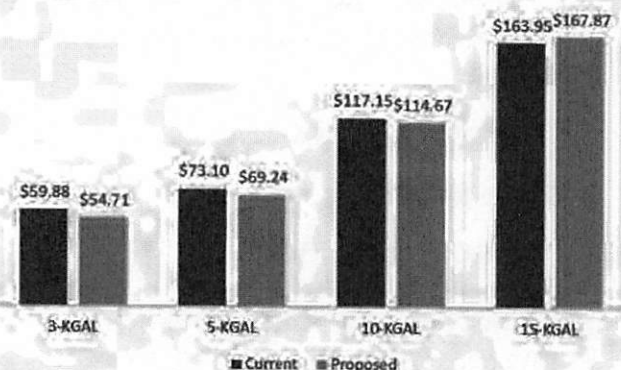
St. Petersburg Stormwater Review and Appeals Portal.

Screen shots of the appeal form (at left) and web portal page.

PRESENTATIONS AND IMPLEMENTATION SUPPORT

Developing or enhancing public support requires openness and a high degree of clarity in all presentations and discussions at public meetings. Minor misunderstandings of the underlying rationale for a selected approach can cause disproportionate dissatisfaction with any proposed changes in utility rates. We know that our support is not complete until the City has been able to adopt and implement any fee changes resulting from a rate study, so we communicate with that end in mind from beginning to end. An example of the tools we use to communicate with our customers is a bill impact analysis,

We know that stakeholders are alert to the importance of rates and charges, and that cost impacts need to be projected for a wide variety of customer types and situations. For the engagements where changes to or new rates, fees, or charges are warranted, we will prepare a full customer impact analysis. The following example demonstrates the monthly bill impact of a rate structure alternative for a water and wastewater utility system for residential customers with $\frac{3}{4}$ " meters.



Our customer bill impact analyses are based on our pattern of acquiring and analyzing an extensive database from our clients' respective billing systems. We are careful to understand the way that billing systems store information and process meter reading data to calculate and generate bills, and data processing techniques have advanced in recent years. The purpose, though, is still simple – rate structure changes are only of potential interest if they can be implemented.

Tab 10. **Cost Proposal**



Tab 10. Cost Proposal

FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES

RFP# 25-0-2022/S2

COST PROPOSAL FORM RFP NO. 25-0-2022/S2 FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES SHEET 1 OF 2

The undersigned declares that, after examining the Proposal Documents for the above referenced project, she/he does hereby submit a response to the proposal and warrants that:

- She/He is an officer of the organization.
- She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed upon by the City and the Proposer.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No. <u>1</u>	Dated: <u>4/25/22</u>	Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>	Addendum No. <u> </u>	Dated: <u> </u>

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section, and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

Authorized Signature
Andrew Burnham, Vice President

Printed Name & Title
April 29, 2022

Date

Stamtec Consulting Services Inc.

Company
(813) 223-9500


Telephone Number
andrew.burnham@stamtec.com

E-mail Address

COST PROPOSAL FORM
RFP NO. 35-0-2022/SZ
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES
SHEET 2 OF 2

Provide an hourly rate fee schedule, which lists an all-inclusive billable hourly rate for professional fees, per title i.e. Principal, Project Manager, Clerical etc. Proposed fee schedule shall include all direct and indirect costs.

Provide a narrative describing your approach to budget constraints and your cost containment protocol / procedures.



 Authorized Signature
 Andrew Burnham, Vice President

 Printed Name & Title

Stantec Consulting Services Inc.

Company
 April 29, 2022

Date

HOURLY RATE FEE SCHEDULE BY TITLE

Project Role	Hourly Rate
Director	\$350
Principal	\$285
Quality Control	\$260
Senior Manager	\$250
Manager	\$230
Senior Rate/Financial Consultant	\$195
Rate/Financial Consultant	\$180
Financial Analyst	\$150
Data Analyst	\$120
Project Admin	\$90

BUDGET CONSTRAINTS AND COST CONTAINMENT PROTOCOL/PROCEDURES

We know it's important to come in on budget. To initiate a requested work effort, we will submit a proposal outlining the budget for the City's review and approval with a clearly defined scope of tasks to be performed. This minimizes any surprises when it comes to costs to the City and desired outcomes. Our project leadership team will maintain on-going communication with City staff throughout each engagement to support this effort. Additionally, we have the project management tools in place to support continuous tracking of project activities. For example, our Oracle Project Management Dashboard shown to the right allows monitoring of project financials, time charges, work in progress, estimate to complete and invoice tracking. Jeff accesses these tools regularly to track task order costs and provide regular updates to be sure we stay on budget.

Tab 11.
Additional
Required Forms

Tab 11. Additional Required Forms

The following forms are completed and included herein:


1. Identical Tie Proposal Sheet
2. Proposer's Insurance Requirements Acknowledgment
3. Business Tax Receipt
4. Non-Collusion Affidavit
5. Corporate Resolution

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have 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 prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement.
- 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 Proposal, 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 Florida Statutes or of any controlled substance laws of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so 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 the statement, I certify that this firm complies fully with the above requirements:



 Authorized Signature
 Stantec Consulting Services Inc.
 Company
 April 29, 2022
 Date

**CITY OF PALM BAY
PROPOSER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
RFP #30-02022/S2
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the City, the Awarded Proposer shall, as a minimum, maintain coverage precedent to this work, provide and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts.

The Certificate of Insurance shall be made to the City of Palm Bay, 120 Maabar Rd. SE, Palm Bay, FL 32907 and should reference file operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. **Commercial General Liability:** The Successful Proposer shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured with waiver of subrogation noted on the Certificate of Liability. The policy of insurance shall be written on an "occurrence" form.
- B. **Business Automobile:** Successful Proposer shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Umbrella/Excess Liability:** Successful Proposer shall provide Umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers' Liability. This coverage is optional if Successful Proposer has \$2,000,000 General Aggregate under the Commercial General Liability Policy.
- D. **Workers' Compensation:** The Successful Proposer shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster. Said policy must include Employers' Liability Insurance with limits of no less than:
 - Each Accident \$100,000.00
 - Disease - Policy Limit \$500,000.00
 - Disease - Each Employee \$100,000.00
- E. **Professional Liability Insurance or Errors and Omissions Insurance:** Successful Proposer shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

21 OF 35

Successful Proposer shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clauses: Successful Proposer to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to ensure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Authorized Signature

Andrew Burnham, Vice President

Printed Name & Title

Stantec Consulting Services Inc.

Company

April 28, 2022

Date

LOCAL OFFICE BUSINESS TAX RECEIPT

2021-2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2022

DOC CODE

280.026000 OFFICE

ACCOUNT NO.
201072
RENEWAL

Receipt Fee \$0.00

Hillsborough Water & Sewerage \$0.00

Local Property Tax \$0.00

BUSINESS STANTEC CONSULTING SERVICES INC
777 S HARBOR IS BLVD STE 800
TAMPA, FL 33602

2021-2022

NAME STANTEC CONSULTING SERVICES INC
RATING 777 S HARBOR IS BLVD STE 800
ADDRESS TAMPA, FL 33602

Paid 21-813-000122
10/09/2021 \$0.00

BUSINESS TAX RECEIPT

NANCY C. MILLAN, TAX COLLECTOR

THIS RECEIPT IS NOT VALID UNTIL THE CITY OF TAMPA HAS RECEIVED THE PAYMENT FROM THE BUSINESS TAXPAYER.

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF HillsboroughAndrew Burnham, being duly sworn, deposes and says that:

- (1) He/she is Vice President of Starline Consulting Services Inc.
Title: Firm/Company
The Proposer that has submitted the attached Proposal.
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Proposal.
- (4) Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) [Signature]Vice President

(Title)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of X physical presence or online notarization, this 28th day of April, 2022, (year) by Andrew Burnham, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.

[Signature]

(Signature of Notary Public)

Geri L. Reese

(Name of Notary, typed, printed or stamped)

(Notary's Seal)  Geri L. Reese
NOTARY PUBLIC
STATE OF FLORIDA
Commission #GQ221471
Expires 5/23/2022

(Serial Number)

OFFICER'S CERTIFICATE
OF
STANTEC CONSULTING SERVICES INC.
A NEW YORK CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a New York corporation (the "**Corporation**").

2. On **April 1, 2022**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the **Signing Authority Policy**, as modified or amended from time to time, of **Stantec Inc.**
2. execution of any documents for and on behalf of the Corporation shall be governed by the **Signing Authority Policy**, as modified or amended from time to time, of **Stantec Inc.**
3. the Secretary or any of the **Corporate Counsels** of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the **Corporate Seal**, Certificates of the foregoing action evidencing the authority delegated in the **Signing Authority Policy**, as amended from time to time, of **Stantec Inc.**

Andy Burnham is a **Vice President** of the Corporation, and in that capacity is duly authorized to sign a proposal and any resulting contract in accordance with the Corporation's **Signing Authority Policy** in connection with the following project:

City of Palm Bay, Florida

RFP # 35-0-2022/SZ

Financial Rate and Management Consultant Services

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 26th day of April, 2022.


Christy Leonard, Managing Counsel



RESOLUTIONS OF THE DIRECTORS OF
STANTEC CONSULTING SERVICES INC.
PASSED AND ADOPTED BY THE DIRECTORS
THIS 1ST DAY OF APRIL, 2022

The undersigned, being all the directors of Stantec Consulting Services Inc. (the "Corporation"), hereby consent to the adoption of the following resolutions in lieu of holding a regular Board of Directors meeting.

WHEREAS, from time to time the Corporation is required to provide evidence that certain individual employees have been authorized and empowered by the Board to sign contracts or proposals on behalf of the Corporation; and

WHEREAS, the Corporation and its affiliated companies have developed, published and operate utilizing the Signing Authority Policy, as modified and amended from time to time, of Stantec Inc., which includes authority to sign contracts and proposals on behalf of the Corporation;

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.; and
3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.;

This action may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. Each director may execute this resolution in electronic format, either by facsimile or portable document format (PDF) and delivery of such executed document shall be proof of execution by the director thereto. This action shall be filed with the minutes of the proceedings of the Board of Directors and shall be effective as of the date set forth above.

THE UNDERSIGNED, being all of the directors of the Corporation entitled to attend and vote at a meeting of the directors of the Corporation, do hereby consent to and approve of the foregoing resolutions in writing as evidenced by their signatures hereto on the day and year first above written.


STUART E. LERNER


JEFFREY P. STONE

Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind.

We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success.

We're consultants, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe.

Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media.



Design with community in mind

RFP No. 35-0-2022/SZ

Financial Rate and Management Consultant Services

Submitted by:



777 S Harbour Island Boulevard, Suite 600

Tampa, FL 33602-5729

RECEIVED BID

2022 MAY 2 AM 9:22:19

INITIALS *SM*

R1 464
FZ 467
10:30
7804
05:02
A

ORIGIN ID: LAAA
BETH MATTHEWS

(720) 887-4401

370 INTERLOCKEN BLVD
SUITE 200
BROOMFIELD, CO 80021
UNITED STATES US

SHIP DATE: 29APR22
ACTWGT: 3.80 LB
CAD: 114366924/RETA480

BILL SENDER

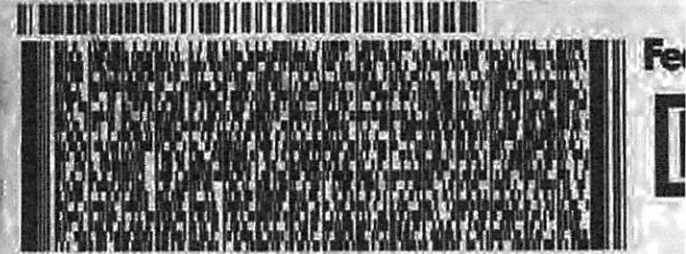
CAM #23-11
Exhibit
Page 102 of 110

TO **ATTN: SUSAN ZIEGLER**
OFC OF PROCUREMENT DEPT. CITY HALL
120 MALABAR RD SE
STE 200
PALM BAY FL 32907

(321) 952-3424
INV. WO 1684
PO

REF: 224863006 012.240

DEPT



TRK#
0201

7767 3367 7804

MON - 02 MAY 11
PRIORITY OVERN

XG MLBA

3:
FL-US
M





George Barber
Chief Procurement Officer
Procurement Department
321-952-3424

5/17/23

sent via email: andrew.burnham@stanfac.com

Andrew Burnham, Vice President
Stanfac Consulting Services, Inc.
777 South Harbour Blvd, Suite 800
Tampa, FL 33602

Re: Amendment #1
1st of 4 Contract Renewals
Contract #35-0-2022 - Financial Rate and Management Consultant Services

Dear Mr. Burnham,

The current awarded period on the above referenced contract is due to expire on July 16, 2023. There is a provision in this contract for the option to renew up to four (4) additional one (1) year terms. It is the intent of the City to exercise the 1st renewal option, ending July 16, 2024, with no price increases and in accordance with any and all amendments from previous renewals.

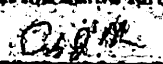
Please check 'yes' or 'no' at the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional 1-year term. Your response should be received in the Procurement Department no later than fifteen (15) business days via email (george.barber@cityofpalmbay.com) from the date of this letter. Failure to respond will be deemed as silent evidence that your firm is not interested in renewing this contract.

Please feel free to contact me if you have any questions.


George Barber MPA, NIGP-CFP, CFPQ, CPPB
Chief Procurement Officer

I want to renew Contract #35-0-2020 - Financial Rate and Management Consultant Services, for an additional one (1) year term at the same terms and conditions, with no price increases.

☒ Yes ☐ No


Contractor's Signature

Printed by: Andrew Burnham
Date: 5/17/23

5/17/23

Date

Andrew Burnham
Printed Name of Signer

Vice President
Title of Signer

Our records indicate that one or more of your insurance coverages will expire within the next 90 days. Checked coverages below indicate upcoming expiring coverage. Ensure the City receives proof of insurance coverage prior to the expiration date of coverage.

☒ General Liability ☒ Auto Liability ☒ Umbrella Liability ☒ Workers Compensation
☐ Errors & Omissions ☐ Pollution Liability ☐ Garage Liability ☐ Workers Comp Exemption

Other (specify):

Procurement Department • 120 Malabar Rd SE Suite 200 • Palm Bay, FL 32907-3009 • 321-952-3424 • procurement@cityofpalmbay.com



CITY MANAGER'S OFFICE

RUSH!

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 1/25/2024

DOCUMENT TITLE: Professional Service Agreement - Financial Rate Management Consultant Services
(Piggyback - City of Palm Bay, RFP No. 35-0-2022/SZ; Stantec Consulting Services Inc.)

COMM. MTG. DATE: 12/5/2023 CAM #: 23-1100 ITEM #: CP-7 CAM attached: ☒ YES ☐ NO

Routing Origin: FIN-Proc Router Name/Ext: M. Eaton, 5141 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: 2/28/24 Attorney's Name: Paul Bangel Initials: PB/SL

3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 02/28/24

4) City Manager's Office: CMO LOG #: _____ Document received from: _____

Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO _____ (Initial) S. GRANT _____ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 2/29/24

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 1 originals to: M. Eaton, 5141 (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO

RUSH!

8106/154