

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA
AND VOLKERT, INC.
(Federal Funding)**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 26th day of October 2021 by and between Santa Rosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 6495 Caroline Street, Milton, FL 32570, and Volkert, Inc. a for profit organization, authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 63-0247014.

RECITALS

WHEREAS, the County is in need of a contractor to provide a Feasibility Study for the Chumuckla Highways US 90 to Five Points Intersection (“Services”); and

WHEREAS, the County issued Request for Proposals 21-055; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County fully described in the exhibits attached to this contract.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Request for Proposals 21-055 and Contractors Scope of Services
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification;
- Attachment “E” – Special Conditions – Additional Federal Requirements;
- Attachment “F” – State of Florida Department of Transportation Grant Agreement

2. Services. Contractor agrees to conduct Feasibility Studies necessary to comply with Florida Department of Transportation procedures and underlying laws and regulations to obtain FDOT approval of the Environmental Document. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause

damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin upon approval of the Board of County Commissioners and shall continue through the completion of the project from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may not be renewed

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount Not to Exceed Three Hundred Thousand Dollars (\$300,000.00)

- a. Contractor shall submit an invoice to the County every Thirty (30) days. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Disbursement.

There are no reimbursable expenses associated with this Agreement.

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented

for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor Thirty (30) days to cure such default. If the default remains uncured after Forty-Five (45) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records,

in a format that is compatible with the information technology systems of the public agency.

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 WANDA PITTS, (850) 963-1925, wandap@santarosa.fl.gov, 6945 Caroline Street, Milton, FL 32570.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:		With a copy to: Development Services 6051 Old Bagdad Hwy, Ste 202 Milton, FL 32583
If to the Contractor:		Volkert, Inc. 11 N. Water St, Ste 18290 Mobile, AL 36602

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a

subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

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

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

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

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

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

16. Procurement of Recovered Materials. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

17. Debarment and Suspension. Contractor as part of the procurement response, Attachment “A” has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

18. Minority/Women’s Business Enterprises. Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

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

19. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor’s personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

20. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

21. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor’s

employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

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

23. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

24. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

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

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

25. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

26. Special Conditions – Additional Federal Requirements. As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "E" and incorporated herein by reference.

27. Grant or Agreement Requirements. The County is in receipt of a grant or agreement identified as State of Florida Department of Transportation Regional Incentive Program (TRIP) (attached as Attachment "F" and incorporated herein by reference) with State of Florida Department of Transportation which shall be funding some or all of the Services to be provided under this Agreement. Contractor agrees to adhere to all of the requirements of the Grant or Agreement.

28. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

29. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this

Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

30. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

31. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

32. Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

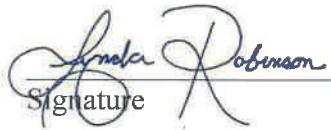
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

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

WITNESS:



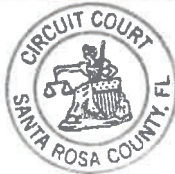
Signature
Lynda Robinson

Print Name

BY: 

Michael Warnke, Asst Vice President

ATTEST:



SANTA ROSA COUNTY, FLORIDA



Donald C. Spencer, Clerk of Court

BY: 

David C. Piech, Chairman

Attachment “A”

SANTA ROSA COUNTY, FLORIDA



RFP 21-055 Chumuckla Highway US90 to Five Points Intersection Feasibility Study

September 2021

**OWNER: BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER
ROBERT A. "BOB" COLE
JAMES CALKINS
DAVE PIECH
COLTEN WRIGHT**

**-DISTRICT I
-DISTRICT II
-DISTRICT III
-DISTRICT IV
-DISTRICT V**

SECTION I.
Request for Proposals

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SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

MEMORANDUM

TO: Company Addressed DATE: August 25, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: **RFP 21-055 Chumuckla Highway US90 to Five Points Intersection Feasibility Study**

Notice is hereby given that the Santa Rosa County Board of County Commissioners is requesting proposals for the Chumuckla Highway US90 to Five Points Intersection Feasibility Study

All proposals must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and **must be received by 10:00 a.m. on September 15, 2021**, at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "**RFP 21-055 Chumuckla Highway US90 to Five Points Intersection Feasibility Study**". Please provide the original proposal, labeled "ORIGINAL", and five (5) copies labeled "COPY" along with one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: <https://www.santarosa.fl.gov/391/Procurement-Office> "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to **12:00 p.m. on September 3, 2021**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

SECTION II.
RFP INSTRUCTIONS, SUBMITTAL REQUIREMENTS
AND GENERAL RFP REQUIREMENTS

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PRE-PROPOSAL ACTIVITY

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; Bidinfo@santarosa.fl.gov.

All questions or inquiries must be received no later than the last day for questions stated in the RFP & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

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

PROPOSED SCHEDULE

Request for Proposal Published	August 25, 2021
Deadline for Questions	September 3, 2021 @ 12:00 p.m.
Proposals Due	September 15, 2021 @ 10:00 a.m.

PREPARATION OF RFP

The respondent shall submit proposals in accordance with the public notice.

Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice may be rejected.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

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

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in proposal submissions.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The proposal shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**RFP 21-055 Chumuckla Highway US90 to Five Points Intersection Feasibility Study**", name of respondent/firm and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the documents if sufficient space is not available. Any modifications or alterations to the original documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

INTERPRETATION

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, but it shall be the Respondent's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Responders shall be bound by such Addenda whether or not received by the Responders.

PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All responses will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the response opening. The County may, in its sole discretion, release any response and return the response security prior to the end of this period.

CONDITIONAL & INCOMPLETE PROPOSALS

Santa Rosa County specifically reserves the right to reject any conditional response.

ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this response or resulting contract when deemed to be in the County's best interest.

SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

FAMILIARITY WITH LAWS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Respondent shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all proposals with or without cause and accept the proposal that in its judgment is in the best interest of the County.

DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the responses, proposals, or final replies, whichever is earlier.

COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

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 (850) 983-1925, wandap@santarosa.fl.gov; 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

FAILURE OF PERFORMANCE/DELIVERY

In case of default by the Vendor, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Vendor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the Vendor from the response list for duration of one (1) year, at the option of the County.

AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract. Further respondent shall be required to adhere to all of the auditing requirements as set forth in the Grant Agreement attached, including Exhibit D requirements.

NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

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

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Responses, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Response of any Responder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Responses, the County may consider the qualifications of Responders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Response.

Santa Rosa County reserves the right to waive any informalities or reject any and all Responses, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this Response and to accept the Response that in its judgment will best serve the interest of the County.

FORM OF AGREEMENT

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.

SECTION III.
SANTA ROSA COUNTY DOCUMENTS AND FORMS

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Santa Rosa County
Insurance Requirements
March 2021

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
 - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

Insurance Checklist

Proposal/Project Reference **RFP 21-055 Chumuckla Highway US90 to Five Points Intersection**

Required Coverage (Marked by "X")	Minimum Limits
1. <input type="checkbox"/> Workers Compensation Proprietor/Executive Officers Exclusion not allowed	\$100,000. Employers Liab. \$100,000. Accident –Disease \$500,000. Disease policy Limit
2. <input type="checkbox"/> Commercial General Liability Including Premises operations-Products completed ops Contractual Liability and Personal and advertising Liability	\$1,000,000. CSL \$2,000,000. Annual Aggregate
3. <input type="checkbox"/> Automobile Liability – including Hired and Non-Owned	\$1,000,000. CSL
4. <input checked="" type="checkbox"/> Professional Liability coverage	\$1,000,000. Per Occurrence
5. <input type="checkbox"/> Asbestos Removal Liability	\$2,000,000. Per Occurrence
6. <input type="checkbox"/> Medical Malpractice	\$1,000,000 Per Occurrence
7. <input type="checkbox"/> Garage Liability	\$1,000,000. BI/PD- Occurrence
8. <input type="checkbox"/> Garage Keepers Liability	\$500,000. Comprehensive \$500,000. Collision
9. <input type="checkbox"/> Inland Marine- Bailee’s Insurance	\$_____
10. <input type="checkbox"/> Moving and Rigging Floater	Endorsement to CGL
11. <input type="checkbox"/> Crime/Dishonesty Bond	\$_____
12. <input type="checkbox"/> Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.	
13. <input type="checkbox"/> Owner’s Protective Liability	\$_____
14. <input type="checkbox"/> Excess/Umbrella Liability	\$_____

General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021

General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021

SECTION IV.
PROJECT MANUAL, SPECIFICATIONS, PLANS AND
SUPPORTING DOCUMENTATION

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**SCOPE OF SERVICES
FOR
FEASIBILITY STUDY
PROJECT DESCRIPTION
Santa Rosa County
FDOT District 3**

This Scope of Services is an attachment which is incorporated into the agreement between the Santa Rosa County (hereinafter referred to as the COUNTY) and _____ (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Financial Project ID: 421994-2-14-01

Federal Aid Project No.: N/A

ETDM No.: N/A

County Section No.: N/A

Project Description: CR 197 Chumuckla Highway and Five Points Intersection Feasibility Study

Bridge No.: N/A

Railroad Crossing No.: N/A

Project Type: Feasibility Study

Lead Agency: Santa Rosa County

State Funding: Contract Number G1U28

Anticipated Class of Action: TBD

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1.0 SCOPE OF SERVICES PURPOSE

The Scope of Services describes the responsibilities of the CONSULTANT and Santa Rosa County (COUNTY) when conducting Feasibility Studies necessary to comply with Florida Department of Transportation (FDOT) procedures and underlying laws and regulations and to obtain FDOT approval of the Environmental Document.

All activities encompassed by this Scope of Services include:

- Major work groups include **2.0, 3.1**
- Minor work groups include **N/A**

The Project development process and all tasks identified in this Scope of Services must follow the guidance provided in the FDOT's current version of the **PD&E Manual** and **Plans Preparation Manual (PPM)**. As discussed in **Part 1 Chapter 1** of the **PD&E Manual**, the **PD&E Manual** satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the CONSULTANT must comply with all applicable state and federal laws, regulations, and Executive Orders.

The Scope of Services defines the Project tasks to be performed consistent with the **PD&E Manual** and other pertinent manuals as specifically prescribed in Section 2. The Scope of Services also outlines work activities that will be the responsibility of the CONSULTANT and / or the COUNTY.

The CONSULTANT must demonstrate good project management practices while working on this Project, including effective communication with the COUNTY and others as necessary, effective management of time and resources, and quality of documentation. Throughout the Feasibility Study, the CONSULTANT shall set up and maintain a contract file in accordance with COUNTY procedures. The CONSULTANT and any sub-CONSULTANTS are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The COUNTY will provide contract administration and management, as well as technical reviews of all work associated with the development of this Project and performed under this Scope of Services. The COUNTY's technical reviews will focus on high-level conformance and are not meant to substitute CONSULTANT quality reviews of deliverables. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide task-specific information as outlined in this Scope of Services.

2.0 PROJECT DESCRIPTION AND OBJECTIVES

2.1 PROJECT DESCRIPTION

The CONSULTANT is to conduct a Feasibility Study of Chumuckla Highway from US 90 to Five Points Intersection, for the purpose widen Chumuckla Highway to relieve congestion and decrease travel time from US90 to the north of Five Points Intersection. Proposed improvements will support all modes of

transportation including roadway capacity, and bicycle and pedestrian movements. Project limits may be adjusted based on the findings of the Feasibility Study.

The Feasibility Study is to provide documented information necessary to determine fatal flaws, logical termini, purpose and need, and corridors or alternatives that meet performance metrics identified in the purpose and need.

The CONSULTANT will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment, in order to develop the Location and Design Concept of the Project in accordance with COUNTY and FDOT policy, procedures, and requirements.

The CONSULTANT shall review and become familiar with Project documents and materials that have been prepared prior to the Feasibility study. The CONSULTANT will review the Efficient Transportation Decision Making Process (ETDM) Programming Screen Summary Report, including comments received from the Environmental Technical Advisory Team (ETAT), Lead Agency, and / or any responses from the COUNTY OR FDOT pertaining to this Project. The CONSULTANT shall also review concepts and reports (e.g., typical sections, alignments, planning reports) developed from prior planning studies. The CONSULTANT shall use resource agencies' comments to assess the level of effort for work activities required to adequately address potential resources of concern to this Project.

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONSULTANT will conduct the appropriate level of engineering and environmental analyses related to the anticipated Class of Action for this Project, as outlined in the **PD&E Manual**, the **PPM**, and directed by the Project objectives. The level of analysis depends on complexity of the Project, level of controversy, potential for significant impacts, and degree and quality of information / data available. If the Class of Action for the Project was not determined during ETDM screening, the Lead Agency will determine it after completion of the environmental analyses.

The CONSULTANT upon direction from COUNTY will assist with updating data, technical studies or the Environmental Document to ensure compliance with NEPA, other federal laws, regulations and Executive Orders.

The CONSULTANT will maximize the use of existing information available from State, regional, local agencies, private sources, and its own files. Examples include the Programming Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection OCULUS Electronic Document Management System, and other sources as appropriate.

FDOT will allow the CONSULTANT to use the FDOT's computer facilities upon proper authorization as described in FDOT **Procedure No. 325-060-401**; Planning studies relevant to this project with the CONSULTANT is required to review include:

- US 90 PD&E
- Berryhill Corridor Management Plan
- Five Points Intersection Realignment Study
- FL/AL TPO adopted Long Range Transportation Plan (LRTP) Cost Feasible and Needs Plan
- State Transportation Improvement Plans (STIP)
- Santa Rosa County Comprehensive Plan

- Santa Rosa County Land Development Plan
- Pace-Pea Ridge Bicycle Pedestrian Masterplan

2.2.1 Governing Regulations

Services performed by the CONSULTANT must comply with all applicable COUNTY AND FDOT Manuals and Guidelines. The CONSULTANT will use the latest editions of the following Manuals and Guidelines to perform work for this Project.

- Florida Statutes
- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes, and Technical Advisories
- PD&E Manual
- ETDM Manual
- Sociocultural Effects Evaluation Handbook
- Public Involvement Handbook
- Plans Preparation Manual
- Interchange Handbook (525-030-160)
- Design Standards (625-010-003)
- Highway Capacity Manual (Transportation Research Board (TRB))
- Manual on Uniform Traffic Studies (MUTS)
- Manual of Uniform Traffic Control Devices (MUTCD)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook) (625-000-015)
- A Policy on Geometric Design of Highways and Streets (AASHTO)
- Guide for the Development of Bicycle Facilities (AASHTO)
- Guide for the Development of Pedestrian Facilities (AASHTO)
- Florida Pedestrian Facilities Planning & Design Handbook
- Location Survey Manual (550-030-101)
- Highway Safety Manual (AASHTO)
- Right of way Mapping Handbook (550-030-015)
- Right of way Procedures Manual (575-000-000)
- Survey and Mapping Handbook
- Soils and Foundation Handbook
- Electronic Field Book (EFB) User Handbook
- Outline Specifications - Aerial Surveys/Photogrammetry
- Drainage Manual
- Stormwater Management Facility Handbook
- Exfiltration Handbook
- Hydrology Handbook
- Structures Design Guidelines (625-020-154)
- CADD Manual (625-050-001)
- CADD Production Criteria Handbook
- FDOT Quality / Level of Service Standards Handbook Software and Tables
- K-Factor Estimation Process
- Project Traffic Forecasting Handbook & Project Traffic Forecasting Procedure 525-030-120
- Traffic Analysis Handbook
- Florida Highway Landscape Guide
- Basis of Estimates Manual
- Federal Transit Administration (FTA) and Federal Rail Administration (FRA) Program Guidance

- Project Management Handbook
- FDOT Traffic Engineering Manual
- FDOT Intersection Design Guide
- Statewide TSM&O Strategic Plan

2.2.2 Liaison Office

The COUNTY and the CONSULTANT will designate their respective Liaison Offices for this Project.

2.2.3 Personnel

The COUNTY will designate a Project Manager to represent the COUNTY for this Project. The COUNTY Project Manager shall be responsible for coordination with the CONSULTANT pertaining to all contractual matters, invoicing and reporting. The COUNTY Project Manager shall also be responsible for approval of any additional staffing to be provided including additional consultant staff (approval must be coordinated with the Procurement Office) and shall give approval of all products and services. The CONSULTANT will assign a Project Manager who will communicate regularly with the COUNTY Project Manager regarding development of this Project. Final direction on all matters of this Project remains with the COUNTY Project Manager.

The CONSULTANT must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The CONSULTANT's work must be performed to COUNTY standards and procedures by personnel identified in the contract. Any changes in the identified personnel will be subject to review and approval by the COUNTY. To the extent possible, the CONSULTANT must minimize the COUNTY's need to apply its own resources to the Scope of Services activities unless otherwise identified.

The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONSULTANT is responsible for ensuring that staff assigned to work under this Agreement has the training established by the COUNTY as a prerequisite for CONSULTANT staff to perform work. If the required training is such that it can be applied by the trainee to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee's time and expenses associated with the training is not directly billable to the COUNTY on this contract and shall only be recoverable through overhead for the CONSULTANT firm.

The CONSULTANT must request approval from the COUNTY's Project Manager and Procurement for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment. The CONSULTANT shall submit a copy of the resume and payroll register before new staff can be added.

The CONSULTANT must have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans as required by COUNTY and FDOT standards.

The CONSULTANT and its employees, agents, representatives, or sub-CONSULTANTS are not employees of the COUNTY and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, CONSULTANT and its employees, agents, representatives, or

sub-CONSULTANTS are not agents of the COUNTY or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the COUNTY or the State. The COUNTY shall not be bound by any unauthorized acts or conduct of CONSULTANT.

2.2.4 Sub-Consultants

Services assigned to any sub-CONSULTANTS must be approved in writing and in advance by the COUNTY Project Manager, Procurement Office, and the CONSULTANT Project Manager in accordance with this Scope of Services. All sub-CONSULTANTS must be technically qualified by the COUNTY to perform all work assigned to them. Additional sub-CONSULTANTS with specialized areas of expertise may be required to complete specific assignments. Any sub-CONSULTANTS to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the COUNTY Project Manager, Procurement Office and the CONSULTANT Project Manager and documented in the contract file prior to any work being performed by the sub-CONSULTANTS.

2.2.5 Lead Agency, Cooperating Agencies and Participating Agencies

The CONSULTANT Project Manager will support the COUNTY Project Manager in coordination with the Lead Agency, Cooperating Agencies and Participating Agencies.

The Lead Agency for this Project is Santa Rosa County.

The following will be engaged as a Participating Agency(s):

- Florida Department of Transportation
- Florida Department of Environmental Protection
- Northwest Florida Water Management District

2.2.6 Meetings and Presentations

Led by the COUNTY Project Manager, the CONSULTANT will attend the Notice to Proceed Meeting, where COUNTY representatives will outline relevant contract and Project information provided by the COUNTY Project Manager.

The CONSULTANT shall attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with COUNTY staff and /or resources agency staff, other consultants, or other miscellaneous meetings. It is anticipated that 2 progress and miscellaneous review meetings will be needed. These meetings will be in addition to attending the Santa Rosa County Commission meetings.

The CONSULTANT will attend meetings or make presentations at the request of the COUNTY with at least five (5) business days' notice. The CONSULTANT will prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the COUNTY's Project Manager for review.

Deliverables: Progress meeting minutes.

2.2.7 Communication

The COUNTY Project Manager will be the representative of the COUNTY for the Project. The CONSULTANT must regularly communicate with the COUNTY Project Manager to discuss and resolve issues or solicit opinions regarding this Project. The CONSULTANT must include the COUNTY when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this Project remains with the COUNTY Project Manager.

All written correspondence between the CONSULTANT and any party pertaining specifically to this Project must be reviewed and approved by the COUNTY. The CONSULTANT must respond to information requests relative to the Feasibility Study from third parties at the direction, and with the approval, of the COUNTY. The CONSULTANT will assist the COUNTY in preparing the content of the letters from COUNTY personnel to other agencies, public officials, and others as needed or requested.

Deliverable: Public response letters.

2.2.8 Quality Control

The COUNTY requires that all Project documents, technical studies, calculations, maps, reports, conceptual plans, design, and the Environmental Document are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The CONSULTANT is responsible for the quality of all (including the sub-CONSULTANTS) deliverables. The CONSULTANT will independently and continually review deliverables for accuracy and completeness. The CONSULTANT must develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

Within twenty (20) business days from the Notice to Proceed, the CONSULTANT must submit its QC Plan to the COUNTY Project Manager for approval. The QC Plan will identify the deliverables, the personnel to perform the reviews, and the method of documentation. The QC Plan will be signed by the CONSULTANT Project Manager and the CONSULTANT QC Manager.

The CONSULTANT must include document reviews and written resolution of comments with each submittal or deliverable to show the QC process was followed. At a minimum, a quality review checklist must be provided and should include letters, exhibits, technical studies, reports, design calculations, Environmental Document or any documents used or referenced in the QC Plan. The CONSULTANT must maintain documentation which show the QC Plan process was followed. The COUNTY Project Manager may request from the CONSULTANT document reviews and written resolution of comments at any time during the Feasibility Study.

Deliverable: Quality Control Plan

2.2.9 Schedule

Within ten (10) business days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall submit a detailed Project activity / event schedule to the COUNTY. The schedule must indicate all required submittals, critical path activities, and key project milestones / activity codes. The Project schedule shall contain at a minimum, the following information for each schedule activity: FDOT activity id with correct Project Schedule Management (PSM) codes, activity description,

original duration, remaining duration, start date, finish date, activity percent complete and total float. Only two open-ended activities (the first and the last) are allowed. The project schedule must include a column displaying each activity's Predecessor and Successor. The schedule must be based on the COUNTY's expected production date and must be approved by the COUNTY. The schedule must be based upon consideration of the Project's environmental issues (social, cultural, natural and physical resources) and regulatory requirements, and in coordination with FDOT's District Environmental Management Office (DEMO).

The schedule must be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least 20 business days for each INITIAL technical report or memorandum submitted for review and 15 business days for each FINAL document review.

In developing the schedule for this Project, the CONSULTANT, in coordination with the COUNTY, must include adequate time to meet regulatory reviews and formal consultations timeframes.

Monthly, throughout the life of the contract, the CONSULTANT must review the project schedule, payout and fiscal progress curves to monitor the progress of the project. The CONSULTANT shall submit monthly progress reports and project status reports, which includes critical path review and progress and payout curves, to the COUNTY Project Manager. Any adjustments or changes to the approved schedule must be approved by the COUNTY Project Manager.

Deliverable: Project Schedule and monthly schedule updates

2.2.10 Submittals

The CONSULTANT will compile and transmit initial documents identified in this Scope of Services to the COUNTY for review. For each submittal, the CONSULTANT will include a Transmittal Cover Letter that includes, at a minimum, the file name and format of each electronic file and the number of hardcopies (if any) as directed by the COUNTY Project Manager.

The COUNTY will review initial submittals and provide the CONSULTANT with review comments. The CONSULTANT will address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. The CONSULTANT will assist the COUNTY in resolving the comments received from the Lead Agency, Cooperating Agencies, resource agencies and the public, including preparation of individual responses.

Provisions for Work:

- Quality Control Plan
- Project Schedule
- Progress Meeting Minutes
- Public Response Letters
- Project White Paper
- Invoices and Progress Reports

Public Involvement:

- Public Involvement Comment Database

- Meeting Agendas, Handouts, Notes, Responses and Summaries

Feasibility:

- Traffic Analysis Methodology Memorandum
- Project Traffic Analysis Report (PTAR)
- Project Feasibility Report

The CONSULTANT will submit to the COUNTY final reports and other deliverables identified in this section. The CONSULTANT will submit to the COUNTY two (2) sets of CDs/DVDs or other portable storage drives such as flash drives or USB drives containing PDFs of all submittals outlined in this section.

Upon completion of the Project, the CONSULTANT will transfer to the COUNTY, in an organized manner, all project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the Feasibility Study in an acceptable portable storage drive.

2.2.11 Project White Paper

The CONSULTANT will be required to submit project white paper to the COUNTY utilizing FDOT'S template. White paper shall be updated quarterly to incorporate status updates.

Deliverable: Project White Paper with quarterly updates

2.2.12 Computer Automation

The CONSULTANT shall develop concept plans and alternative designs utilizing Computer Aided Drafting and Design (CADD) systems. The COUNTY makes software available to help assure quality and conformance with the policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the CADD production requirements in the **COUNTY CADD Manual**. The CONSULTANT must submit final documents and files as described in the **COUNTY CADD Manual**. Additional related information is found in the **PPM**. Concept plans and alternatives designs shall also be displayed using Google Earth-ready KMZ files. The concept plans must have both existing and proposed engineering and environmental features.

Upon COUNTY approval, the CONSULTANT may also use computer tools and software to conduct some of the engineering and environmental analyses. Prior to using these tools, the CONSULTANT must agree to provide original electronic files in a format and standard consistent with the COUNTY's policies and procedures.

All electronic files must be scanned for viruses prior to submitting to the COUNTY. Failure to scan for viruses may result in a lower CONSULTANT work performance evaluation.

2.2.13 Conflict of Interest

The CONSULTANT or any affiliate is not eligible to pursue advertised work in the CONSULTANT's area of oversight or any project for which the CONSULTANT developed the Scope of Services. Sub-CONSULTANTS are also ineligible to pursue projects where they participated in the development of the

Scope of Services or have an oversight responsibility. The term "affiliate" is defined in **FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts**.

The CONSULTANT and its Sub-CONSULTANTS will not enter into another contract during the term of the Contract for this Project which would create or involve a conflict of interest with the services herein. The CONSULTANT and its Sub-CONSULTANTS must comply with **FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts**.

2.3 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES

The CONSULTANT will coordinate work activities with any ongoing and / or planned COUNTY AND FDOT projects that may affect this Project. The COUNTY and CONSULTANT shall coordinate with local governmental entities to ensure Project concepts are compatible with local improvements and right of way activities. The CONSULTANT will inform the COUNTY Project Manager of all coordination activities with other agencies or entities prior to holding such activities. The COUNTY Project Manager shall be included in all such coordination activities.

The CONSULTANT shall coordinate with the following pertinent projects and studies:

- US 90 PD&E
- FL/AL TPO Congestion Management Plan

2.4 CONTRACT MANAGEMENT

The CONSULTANT is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The CONSULTANT is responsible for submitting monthly project schedule updates into Project Suite through the Scheduling module by using a valid FDOT user id. The CONSULTANT is responsible for preparing monthly progress reports to be delivered to the COUNTY in a format prescribed by the COUNTY Project Manager with the corresponding invoice.

The CONSULTANT will regularly communicate the status of the project with the COUNTY while managing sub-CONSULTANT efforts and executing sub-CONSULTANT agreements.

2.5 SERVICES TO BE PERFORMED BY THE COUNTY

The COUNTY will provide the following services and materials:

- Lead and participate in coordination efforts with the Public Transit Office, Office of Environmental Management, Federal Transit Administration, environmental resource and regulatory agencies, the public, and other stakeholders, as appropriate.
- Provide project data currently on file and available from study partners, such as:
 - Efficient Transportation Decision Making (ETDM) Planning Summary Report
 - Recently completed roadway studies for the study area including PD&E studies, access management, intersection plans, design files, and capacity improvements;
 - All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction;

- All future information that is in possession or may become available to the COUNTY pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way;
- Existing COUNTY right of way maps and information on existing surplus right of way under ownership by the COUNTY or participating agency (FDOT and cities partnering with the COUNTY for the Feasibility Study);
- FDOT crash data;
- Available traffic and planning data;
- All applicable COUNTY agreements with Utility Agency Owners;
- Letters of authorization designating the CONSULTANT as an agent of the COUNTY to enter lands, waters, and premises of another in the performance of duties in accordance with Section 337.274, F.S.;
- Reviews of technical reports and Environmental Documents;

2.6 OPTIONAL SERVICES

At the COUNTY'S option, the CONSULTANT may be requested to provide professional services not explicitly outlined in this Exhibit. These services may include but are not limited to re-evaluation of previous PD&E Studies, environmental analysis not specifically listed in this Scope of Services, Project Development and Environmental (PD&E) Study, design services, survey services, expert witness services for right of way acquisition, additional design analysis, and design plan preparation for utilities review. CONSULTANT may also be requested to provide services for Request for Proposal (RFP) development for Design-Build Procurement and / or support the COUNTY in the acquisition of a Design-Build contract. The fee for such services shall be negotiated in accordance with the terms detailed in **Exhibit B**, method of compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project. A supplemental agreement for the optional services shall be executed in accordance with Section 2 of the Standard Professional Services Agreement Terms.

3.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving input from all interested and affected persons, groups, business owners, and government organizations regarding the development of the project. The CONSULTANT will coordinate and perform the appropriate level of public involvement for this Project as outlined in **Part 1, Chapter 11** of the **PD&E Manual**, and the **FDOT Public Involvement Handbook**.

The CONSULTANT will provide the COUNTY drafts of all public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with the following tasks for review and approval prior to printing and / or distribution. The CONSULTANT shall provide the COUNTY with a draft of proposed notification letters at least 60 calendar days prior to the meeting. The CONSULTANT shall provide the COUNTY with a draft of any remaining proposed materials at least 45 calendar days prior to the meeting.

3.1 PUBLIC INVOLVEMENT

3.1.1 Public Involvement Data Collection

The CONSULTANT will assist the COUNTY with preparing responses to any public inquiries received throughout the Project. The CONSULTANT will maintain and regularly update both an electronic and paper public involvement project file, which will document a record of all public involvement activities for this project.

3.2 SCHEDULED PUBLIC MEETINGS

The CONSULTANT shall assist the COUNTY in scheduling and conducting various public meetings. Tuesday and Thursday evenings are preferred. The CONSULTANT shall be aware of and avoid other scheduled COUNTY Public Meetings or Hearings. The CONSULTANT shall assist the COUNTY in determining when government meetings are scheduled (MPO/TPO, County Commission, and/or City Council Meetings) and shall avoid scheduling the COUNTY meeting to conflict with the government meetings. The CONSULTANT will support the COUNTY in preparation, scheduling, attendance, note taking, documentation, and follow-up services for each meeting, which may include:

- 1 Stakeholder Forum to be held at a County owned location (To determine project goals and objectives)
- 1 Public Involvement Meeting (To discuss findings of Feasibility Study)
- 2 Presentations to TPO /County Commission (At project kickoff and after completion of evaluation of corridor)

For any of the listed meetings, the CONSULTANT will prepare and/or be responsible for the following:

- Agenda
- Presentation scripts and Powerpoint Presentation
- Handouts
- Graphics for display
- Meeting equipment set-up and tear-down
- Display advertisements (The CONSULTANT will pay the cost of publishing)
- Letters for notification of interested parties (the CONSULTANT will pay the cost of first-class postage)
- News releases or project fact sheets. The COUNTY must review new releases and fact sheets at least two weeks before the meeting or mail out
- Meeting summaries provided to the COUNTY no later than five (5) business days after the meeting
- Preparation of response letters for COUNTY signature on public comments

Any materials prepared by the CONSULTANT for such meetings as listed above are subject to review and approval by the COUNTY. The CONSULTANT shall provide the COUNTY with a draft of proposed notification letters at least 60 calendar days prior to the meeting. The CONSULTANT shall provide the COUNTY with a draft of any remaining proposed materials at least 45 calendar days prior to the meeting.

The meeting format will be developed by the CONSULTANT and approved by the COUNTY upon review. The CONSULTANT will participate in briefing and debriefing meetings with the COUNTY staff related to the public meeting.

The CONSULTANT will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the COUNTY Project Manager, to assist the COUNTY in such meetings.

The COUNTY may request the CONSULTANT to identify the effect of the Project to individual properties on aerial maps or plans in response to requests from property owners. The COUNTY may also request the CONSULTANT to meet with individual property owners.

The CONSULTANT is responsible for developing and maintaining a Public Involvement Comment Database. This database will be included in the Project Feasibility Report and Public Comments and Coordination Report.

Deliverable: Meeting materials, Public Involvement Comment Database

3.3 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

In addition to the Section 3.2, the CONSULTANT shall collect the following data for public involvement:

- Possible permit and review agencies should be identified and placed on the mailing list of official and interested parties along with email lists for each agency.

3.4 Correspondence

Within five days of the receipt or mailing of all written correspondence between the CONSULTANT and any party pertaining to this study, copies shall be provided to the COUNTY for their records.

Deliverable: Public responses

STAGE 1: FEASIBILITY STUDY

4.0 FEASIBILITY STUDY

The CONSULTANT is to conduct a Feasibility Study to provide analysis and documentation necessary to determine fatal flaws, and corridors or alternatives that meet performance metrics identified within the project's purpose and need, confirm logical termini and, if warranted identify those feasible alternatives that may be carried into a PD&E study. During the Feasibility Study the study team will identify up to two (2) reasonable alternatives that best accommodate the purpose and need of the project while minimizing potential environmental impacts. A secondary objective of the Feasibility Study is to provide more specific information about potential environmental impacts, engineering challenges, and project costs that may be used in future Project Development and Environment (PD&E) studies.

The CONSULTANT shall establish and document the purpose and need for the project based on the applicable elements of the criteria as described in Part 2, Chapter 1 of the PD&E Manual.

The following Public Involvement items should be completed during Feasibility Stage (see Section 3 for full scope items).

- 1 Stakeholder Forum to be held at a County owned location (To determine project goals and objectives)
- 1 Public Involvement Meeting (To discuss findings of Feasibility Study)
- 2 Presentations to TPO /County Commission (At project kickoff and after completion of evaluation of corridor)

4.1 ENGINEERING ANALYSES AND CONSIDERATIONS

4.1.1 REVIEW OF PREVIOUS STUDIES

The CONSULTANT shall review and summarize previous completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project as described in the PD&E Manual. The following studies were conducted for this Project:

- US 90 PD&E Study
- Five Points Intersection Realignment
- FL/AL TPO Congestion Management Plan

4.1.2 EXISTING CONDITIONS ANALYSIS

The CONSULTANT will conduct a field observation to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop and analyze Project alternatives, and assess constructability issues. The intent of this analysis is to discover fatal flaws or for performance evaluation.

The CONSULTANT will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this Project.

4.1.3 TRAFFIC ANALYSIS

The CONSULTANT will review existing traffic data from previous studies to carry out traffic analysis for this Project and determine whether additional data may be needed. The CONSULTANT must collect additional data for the Study Area if the data gaps are identified. The CONSULTANT will review and finalize the following Traffic Reports and Planning studies:

- Conceptual Design Alternatives for Traffic Analysis
- Traffic Analysis Methodology Report
- Project Traffic Analysis Report

4.1.3.1 Traffic Analysis Methodology

The CONSULTANT will perform traffic analysis in accordance with guidance from the **PD&E Manual**, **Traffic Analysis Handbook**, and **Project Traffic Forecasting Handbook**. The CONSULTANT will prepare a forecast and analysis methodology which must be agreed upon by the COUNTY prior to beginning any analysis. The methodology must state the type of documentation, Project Study Area to be analyzed, and method and assumptions that will be used to analyze existing and future traffic conditions. The development of future forecast data must use the currently adopted version of the Transportation Planning Organization (TPO) Long Range Transportation Plan (LRTP) travel demand model. If a TPO does not use the regional travel demand model, then a rationale must be provided and future travel data

will be developed in accordance with guidance from **Chapter 4 of the Project Traffic Forecasting Handbook**. Otherwise, the CONSULTANT will validate the travel demand model at a subarea level.

Capacity analysis will be based on the latest Highway Capacity Manual procedures. If CORSIM/VISSIM is anticipated to be used, Calibration and Validation is required. If required, Calibration of the microsimulation model should be consistent with the *FHWA Traffic Analysis Toolbox*. Traffic Operational Analysis Procedures and Estimation of Measures of Effectiveness (MOE) shall also be documented. Data should be gathered in accordance with the **Traffic Analysis Handbook**.

Traffic analysis methodology will include an approach or procedure to evaluate safety performance of the project alternatives.

All traffic analysis documentation must be written in plain language and in a format that can be easily followed. The CONSULTANT must submit all traffic analysis files for assumptions, inputs, outputs, network data, calculations, and results to the COUNTY.

Deliverable: Traffic Analysis Methodology Report

4.1.3.2 Traffic Counts

- 8-hour manual vehicle turning movement counts for peak hours at the following locations:
 - Chumuckla Hwy and US 90
 - Chumuckla Hwy and Pace Rd
 - Chumuckla Hwy and Norris Rd
 - Chumuckla Hwy and Giddens Ln
 - Chumuckla Hwy and Adams Rd
 - Chumuckla Hwy and Education Dr
 - Chumuckla Hwy and Stratford Ln
 - Chumuckla Hwy, Woodbine Rd, Quintette Rd and Berryhill Rd

The CONSULTANT will collect the following traffic data.

- Traffic counts as necessary for the Project

4.1.3.3 Vehicle Classification Counts on Roadway Segments and Ramps

The CONSULTANT will collect the following existing classification data.

- Current corridor traffic counts
- 72-hour traffic machine counts

4.1.3.4 Pedestrian, Bicycle, and Other Multimodal Data

The CONSULTANT will collect the following additional existing traffic data.

- Pedestrian Counts
- Bicycle Counts
- Travel patterns or origin-destination (OD) survey (if necessary)

- Transit data
- Freight movement

4.1.3.5 Calibration and Validation Data Collection

The CONSULTANT will collect calibration and validation data for the Project analysis in accordance with the **PD&E Manual** and the **Traffic Analysis Handbook**.

4.1.3.6 Existing Traffic Operational Analysis

The CONSULTANT will conduct an existing (base year) traffic operational analysis and report the operational performance measures as agreed upon in the analysis methodology. The analysis must include bicycle, pedestrian, and transit (if applicable) operations. The manual count data will be used to obtain the existing design hourly volumes using historical and seasonal adjustments as appropriate. All existing design hourly volumes must be balanced before being used in the analysis. It is not anticipated that oversaturated conditions and locations with complex geometry or operations will occur. If these conditions do occur, microsimulation will be required. Fees for these services are not included within this scope of services.

4.1.3.7 Microsimulation Calibration and Validation

Not anticipated.

4.1.3.8 Future Demand Forecasting

No Build Volumes: The CONSULTANT will develop opening year and design year design hourly volumes for the No Build Alternative in accordance with the **Project Traffic Forecasting Procedure, Topic No. 525-030-120**. The need for interim year analysis will be determined in the traffic analysis methodology.

Build Alternatives Volumes: The CONSULTANT will develop opening year and design year design hour volumes only for selected Build Alternatives. The CONSULTANT must ensure the future year turning movement volumes are reasonably balanced at each intersection.

4.1.3.9 No Build Analysis

The CONSULTANT will analyze the operational performance of the No Build Alternative for the analysis years to identify deficiencies related to the purpose and need for the project. The CONSULTANT will evaluate the operational effectiveness of the No Build Alternative using agreed upon performance measures of effectiveness (MOEs). The analysis should include multimodal evaluation for pedestrian, bicycle, freight, and transit modes, as appropriate.

4.1.3.10 Operational Evaluation of Build Alternatives

The CONSULTANT will analyze the operational performance of viable or feasible alternative(s) for opening and design years and any interim years as appropriate. The analysis must include multimodal evaluation for pedestrian, bicycle, and transit modes as appropriate. As part of the intersection alternatives, the CONSULTANT will perform Roundabout Evaluation in accordance with the PD&E

Manual and the **Florida Intersection Design Guide**. The analysis will also include evaluation of access management in relation to traffic safety and operational efficiency within the Study Area. The CONSULTANT will evaluate the operational effectiveness of Build Alternatives using agreed upon performance MOEs.

4.1.3.11 Development and Screening of Alternatives

Project goals, objectives, and evaluation criteria will be defined in coordination with project stakeholders and the COUNTY and be applied to the alternative corridors and segments to measure the relative performance of each corridor/segment as it relates to their merits as well as their potential impacts. Based on stakeholder input, the CONSULTANT may revise the purpose and need statement originally developed for the project in order to best align with project goals and objectives. The results of the analysis will be documented within the final Feasibility Report. The CONSULTANT will recommend to stakeholders and the COUNTY appropriate performance metrics for evaluating alternatives that are consistent with the project's purpose and need. The CONSULTANT will also develop a screening procedure to be approved by the COUNTY in order to determine those corridors, segments, or alternatives that best meet the project's purpose and need. Segments not deemed to be viable will be removed from further consideration, and the logic and reasons for removing these alternatives will be thoroughly documented consistent with NEPA requirements and in support of the PD&E process in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. Development of alternatives will consider previously completed planning products, such as the ETDM Planning screen. The logic for advancing viable alternatives to a PD&E Study will also be documented.

4.1.3.12 Project Traffic Analysis Report

As described in **Part 2, Chapters 2 and 3** of the **PD&E Manual**, the CONSULTANT will prepare the Project Traffic Analysis Report (PTAR) to document results of the traffic analysis for No Build and Build Alternatives, which includes the transit, bicycle, and pedestrian analysis. The results must be shown on diagrams for each alternative and discussed in the report. The PTAR will also summarize the comparison of the operational and safety performance of all alternatives evaluated in detail and how they perform against each other.

Deliverable: Project Traffic Analysis Report

4.1.4 SAFETY

4.1.4.1 Crash Data

The CONSULTANT will obtain the most recent five (5) years of available data from the FDOT's crash database and other local sources for this Project. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

4.1.4.2 Safety Analysis

The CONSULTANT will perform safety analysis in accordance with **Part 1, Chapter 5** of the **PD&E Manual**. Based on the information obtained from the crash data, the CONSULTANT will identify project safety needs associated with the existing and future conditions. Additionally, The CONSULTANT will

analyze incidents of pedestrian and bicycle conflicts or incidents with vehicular traffic and identify project safety needs associated with the existing and future conditions. The CONSULTANT will use the Highway Safety Manual (HSM) procedures to estimate the safety performance of the Project alternatives as agreed upon in the Traffic Analysis Methodology Report.

Deliverable: Pedestrian Road Safety Assessment

4.1.4.3 Documentation of Safety Analysis

The CONSULTANT will document the results of the safety analysis in the Feasibility Report.

4.1.5 UTILITIES AND RAILROAD

The CONSULTANT will obtain information regarding utilities and railroad in accordance with Part 2, Chapter 21 of the PD&E Manual.

The CONSULTANT shall identify major existing and proposed utility locations and railroads within the study corridor that may affect the feasibility of the project. This shall include utility services such as water supply, sanitary sewers, gas, storm water drainage, power and telephone, as well as overhead transmission lines and towers, and bridge attachments.

4.1.6 ROADWAY ANALYSIS

The CONSULTANT will prepare design controls and criteria for developing Project alternatives and designing initial alignments and typical sections according to the COUNTY standards. The design of Project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets approaches and the needs of all project users, and any additional information, as required. The CONSULTANT will use Project traffic data and results of traffic analysis to design appropriate roadway elements. See Part 2, Chapter 3 of the PD&E Manual for more engineering and design considerations.

The CONSULTANT will consider freight, pedestrian, bicycle, and transit in the development and evaluation of Project alternatives commensurate with the context with a goal of improving overall mobility, access, connectivity, safety, and efficiency. Multimodal accommodation may include analysis of on-street parking and loading zone modifications and/or removal, and park and ride needs, as necessary.

The CONSULTANT will collect the existing structures data to develop typical section options for bridges within the study limits. These will include the COUNTY's standard typical sections, and any typical sections that may result in minimizing right of way and environmental impacts. Coordination with the District's Structures Design Engineer is required.

The CONSULTANT shall review existing Northwest Florida Water Management District (NFWFMD) stormwater permit requirements, identify NFWFMD permit modifications for portions of corridor within any existing permit, and provide a write-up for feasibility study on these requirements. The CONSULTANT will list any additional existing drainage conditions concerns in Feasibility Study. Additional assessment of pond siting, size or detention/retention is not needed for Feasibility.

4.1.7 COST ESTIMATES

4.1.7.1 Construction Cost Estimate

The CONSULTANT will develop construction cost estimates using the Department of Transportation's Long Range Estimate (LRE) program. The CONSULTANT will be responsible for reviewing and updating the cost estimate when scope changes occur, at project milestones, and during the DEPARTMENT's annual Work Program update cycle. Construction costs must include traffic management and right of way costs. Estimates shall be developed in accordance with the FDOT District 3 PD&E Bulletin 18-01 dated March 27, 2018.

4.1.7.2 Right of Way Cost Estimate

Based on typical section analysis and COUNTY design standards, the CONSULTANT will establish construction limits and determine the minimum (proposed) right of way requirements throughout the limits of the Project. The CONSULTANT will compare the existing right of way width with the proposed right of way requirements to estimate the amount of right of way that the COUNTY may acquire only for alternatives that best meet project goals and objectives and may be advanced into PD&E. The CONSULTANT will develop a ROW estimate.

4.1.8 PRELIMINARY CONCEPT PLANS

The CONSULTANT will prepare preliminary concept plans for viable Project alternatives to a scale sufficient to determine project impacts, on an aerial photograph. The CONSULTANT is responsible for obtaining aerial photography from available sources such as the County Property Appraiser's Office. The CONSULTANT will produce preliminary concept plans of the project area using COUNTY's CADD standards. The concept plans will be used for mapping and assessing various data necessary for both engineering and environmental analysis and for public involvement.

4.2 ENVIRONMENTAL ANALYSES AND CONSIDERATIONS

For the feasibility stage, where appropriate, the CONSULTANT shall utilize the Florida Geographic Data Library (FGDL), the Efficient Transportation Decision Making (ETDM) Environmental Screening Tool (EST) Area of Interest (AOI), or other appropriate databases that include all existing features to conduct a desk-top level of analysis of the potential for impacts to Community Resources, Cultural Resources, Natural Resources, and Physical Resources of the concepts. The EST AOI will be used to analyze the potential effects to cultural resources including Section 4(f) recreational resources and natural resources including wetlands, essential fish and wildlife habitat. In addition to the desktop analysis, field reviews will be performed (if necessary) to verify data collected during the desktop analysis. This data base information shall be compatible for use on base maps used for public involvement.

A preliminary inventory of constraints and impact potential that would result in fatal flaws or for performance evaluation will be generated for the resources listed above, and research results will be documented in the Feasibility Report.

4.2.1 SOCIOCULTURAL EFFECTS

The CONSULTANT shall review and inventory existing and future land uses, identify any potential developments, and inventory the types of businesses, communities, and neighborhoods in the project vicinity. The results of this effort will be documented in the Feasibility Report.

4.2.2 CULTURAL RESOURCES

The CONSULTANT will conduct a visual reconnaissance of the general project area, conduct research at the Florida Master Site File, the National Register of Historic Places and utilize property appraiser records and previous cultural resource assessment reports. The purpose will be to locate previously recorded historic and archaeological sites, evaluate their integrity in terms of NRHP criteria, and determine the location of previously unrecorded resources that are 50 years of age or older within the area of potential effect (APE). The data will be summarized in the Feasibility Report with appropriate maps, photographs, recommendations, and other data as required.

The CONSULTANT shall identify and inventory parks, recreational areas, and other potential 4(f) resources within the project area, and identify any which may be impacted by the project. The results of this effort will be documented in the Feasibility Report.

4.2.3 NATURAL RESOURCES

The CONSULTANT shall identify and inventory the project area for the existence of the following features: wetlands, floodplains, waterways (including any state-owned sovereign submerged lands and/or navigable waterways), protected species and habitat, special designations (including any Outstanding Florida Waters or special water quality areas), farmlands, and any designated conservation areas. Results will be documented in the Feasibility Report.

4.2.4 PHYSICAL EFFECTS

The CONSULTANT shall identify and inventory potential contamination sites, hazardous material sites, geotechnical features, and other features (such as through FEMA maps or NRCS soils maps) that could impact the project. The level of effort should be commensurate with a high-level feasibility analysis. The results of this effort will be documented in the Feasibility Report.

4.3 FEASIBLE ALTERNATIVES EVALUATION

After developing alternatives, analyzing the alternatives and estimating costs, the CONSULTANT will prepare a matrix which compares the impacts, performance, and costs of the alternatives evaluated in detail in the Feasibility Study. The matrix will include the performance of the No-Build Alternative as the baseline for comparison. The Project Feasibility Report will provide Recommended Alternative(s), if applicable, to include within a PD&E Study.

The COUNTY will select alternatives for additional detailed analysis based on review and analysis of engineering, environmental, and public involvement issues related to this Project.

Deliverable: Final Corridor Feasibility Report

5.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with **Exhibit B** of this contract. The COUNTY's Project Manager and the CONSULTANT will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the study schedule and the work accomplished and accepted by the COUNTY. The COUNTY Project Manager will decide whether work of sufficient quality and quantity has been accomplished by comparing the reported Scope of Services percent complete against actual work accomplished.

Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided. The CONSULTANT shall provide a list of key events and the associated total

percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the COUNTY.

6.0 Proposal Requirements

Qualifications shall be determined in a written proposal and include the following information tabbed as instructed below (Maximum Page limit is 25 pages):

Cover & Table of Contents (Not included in page limit)

Tab 1 – Letter of Interest

Respondent shall submit a letter of interest signed by a corporate officer or principal of an authorized representative of the prime consultant authorized to obligate the firm contractually. The letter shall include the main office location and the name of the prime consultant that the County can contact for additional information (Included in page limit).

Tab 2 – Company Profile

Respondent shall provide a brief profile of their company, which should include their firm's legal name; history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); provide if the primary firm and/or subconsultants are designated as a small business, small disadvantaged business or women and minority business enterprise (W/MBE); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and firm's field of expertise. (Included in page limit)

Tab 3 – Approach to Project/Understanding

Demonstrate understanding of proposed project and the technical approach to be taken in addressing the proposed scope of work, including a delineation of specific tasks to be undertaken within project deadlines. In addition, describe the work management plan to be utilized by the firm. The description should include a project schedule showing estimated start and completion dates of all major tasks and individuals responsible for implementation and completion of said tasks. (Included in page limit)

Tab 4 – Qualifications of Key Personnel

Provide an organizational chart of the proposed design team for the project including resumes for key personnel with their roles, responsibilities and comparable project experience. Include information on current and projected workloads of each key personnel to demonstrate ability to meet time requirements along with the anticipated percentage of time the team member will allocate to the project. Provide additional relevant information that demonstrates the team's qualifications. (Included in page limit)

Tab 5 – Similar Project Experience & References

Provide information on at least three (3) similar projects completed in the last ten (10) years. For each project, include the project name, type, location, engineering and final construction costs, year design was completed, year construction was completed, and owners contact information. Indicate the individuals on your staff who had responsibility for each project and include whether these people are still with your firm. These projects will be utilized as your project references. Provide name, telephone number and email address for the project contact. (Included in page limit)

Tab 6 – Required Documents & Forms

Licenses, certifications, notarized copy of attached Sworn Statement and other required forms.
(Not included in page limit)

Selection Process and Criteria

Professional services are being procured in accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055) and Office of Management and Budget Uniform Guidance for Federal Awards (2 CFR 200). The selection process will also be in accordance with the most current version of Santa Rosa County's Procurement and Purchasing Policy Manual, which is available upon request.

The criteria and weighting that will be used to evaluate and score proposals is outlined on the Evaluation Criteria and Scoring Form, attached as Exhibit B.

Representatives from the Procurement Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

- Evaluation Committee: County Administrator or designee shall determine the Evaluation Committee (s) that will best serve the needs of the County. Evaluation Committee will consist of 3 to 5 staff members.
- Evaluation of Submittals: Only written responses of statements of qualifications, performance data, and other data received in the procurement office by the publicized submission time/date shall be evaluated.
- Ranking: The initial ranking of submittals is based upon the points given in the RFQ Respondent Instructions.
- Shortlisting: The best qualified respondents shall be based upon the Evaluation Committee's ability to differentiate applicable to the scope and nature of the services to be performed as indicated by the ratings. The top five (5) rated firms, if there are at five (5) responsive respondents, will be considered as the shortlisted firms, unless the County Administrator, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.
- Presentations/ Interviews. The Evaluation Committee will provide the initial ranking to the Board to conduct formal presentation/interviews with shortlisted firms prior to final ranking.
- Final Ranking. Board of County Commissioners, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The final ranking shall be approved by the County Administrator or Board, as appropriate, prior to beginning contract negotiations.

**Appendix A
Scoresheet**

**Feasibility Study of Chumuckla Highway from US90 to
Five Points Intersection
Engineering Design and Professional Services**

Evaluation Factors	Points Available	Names of Firms			
		FIRM 1	FIRM 2	FIRM 3	FIRM 4
Presentation, inclusion of all required documentation, meets the page limitations	5				
Letter of Interest	10				
Company Profile	10				
Approach to Project/Understanding	30				
Qualifications of Key Personnel	25				
Similar Project Experience & References	10				
Required Documents & Forms	10				
TOTAL POINTS:	100				

DIRECTIONS: Score each firm in each category. In the event of a tie, an alternate evaluator will be asked to evaluate the firms based on the submitted proposals. The alternate score will be the tie-breaker.

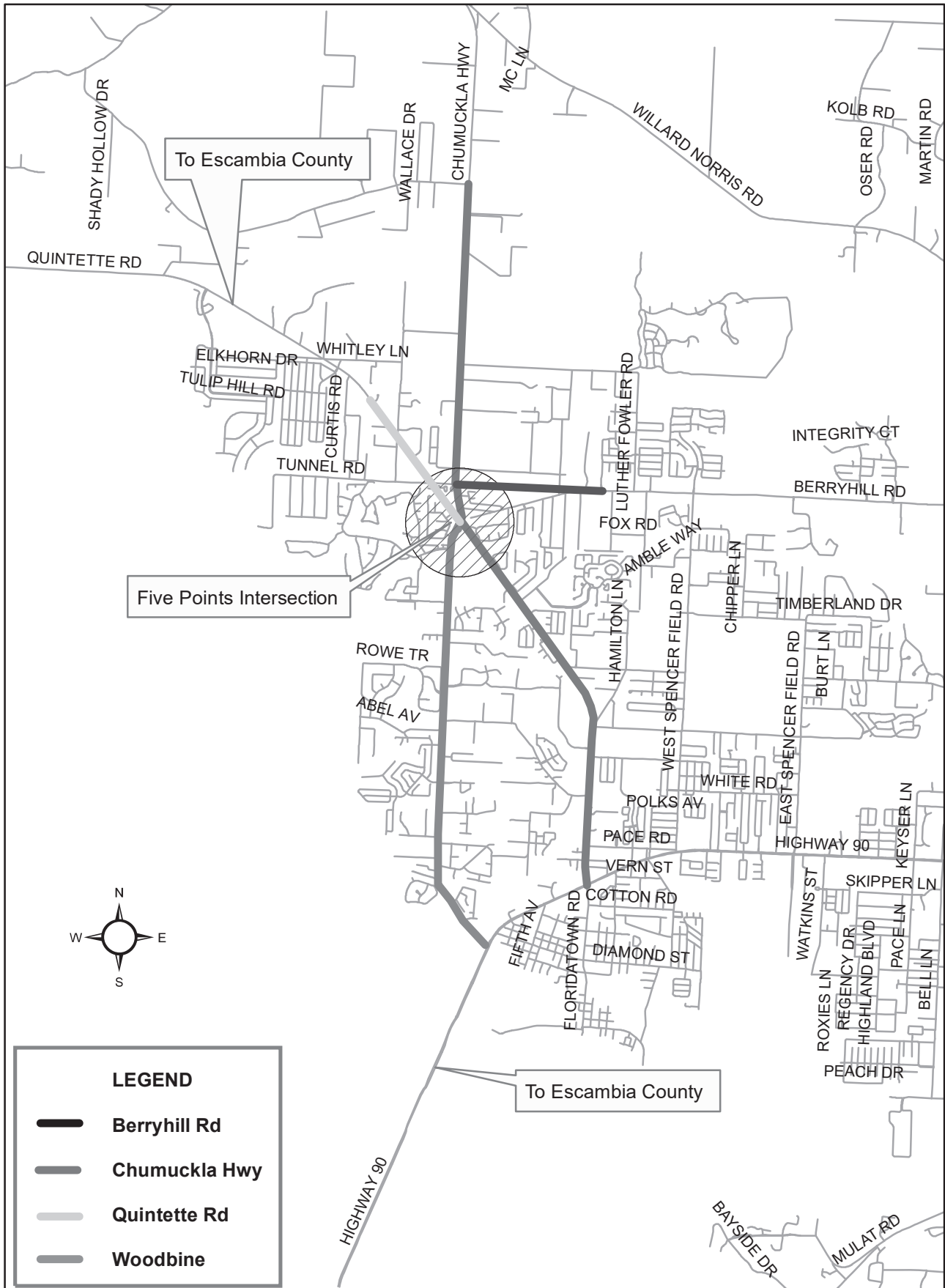
Evaluator's Name: _____

Signature: _____

Time spent reviewing submittals: _____ hrs

Date: _____

Project Location



Prepared By: Z Osuigwe
SRCTransportation Planner

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FPN: <u>421994-2-14-01</u>	Fund: <u>TRIP</u>	FLAIR Category: <u>088854</u>
	Org Code: <u>55032010330</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>58-Santa Rosa</u>	Contract No: <u>G1U28</u>	Vendor No: <u>F596000842001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on May 04, 2021,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Santa Rosa County BOCC,
("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CR 197 Chumuckla Road & Five Points Intersection Feasibility Study, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before May 04, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
- a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
- a. The estimated cost of the Project is \$300,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$150,000 and, additionally the Department's participation in the Project shall not exceed 50% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
- If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: Exhibit P: Interlocal Agreement

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g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): Exhibit P: Interlocal Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT

Santa Rosa County BOCC
6495 Caroline St. Ste H
Milton, Florida 32570

By: *David C. Piech*
Name: David C. Piech
Title: Chairman

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: *Tim Smith*
00EA910BEA3D404...
Name: Tim Smith, P.E.
Title: D3 Director of Transportation Development
Legal Review: D3 DOT
By: *Shad Redmon*
481EE5074C804F5...
Name: Shad Redmon

ATTEST: *Donald C. Spencer*
Donald C. Spencer, Clerk of Court

Legal Review: Santa Rosa County
By: *Greg Stewart*
Name: Greg Stewart, Interim County Attorney

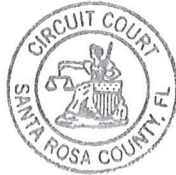


EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 421994-2-14-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Santa Rosa County BOCC (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 10.0 miles - Off the SHS

PROJECT DESCRIPTION: CR 197 CHUMUCKLA RD & FIVE POINTS INTERSECTION FEASIBILITY STUDY

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities, within the State right-of-way.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

n/a

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Santa Rosa County BOCC 6495 Caroline St, Ste H Milton, Florida 32570	FINANCIAL PROJECT NUMBER: 421994-2-14-01
--	--

I. PHASE OF WORK by Fiscal Year:	FY 2021	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

Planning Grant - Phase 14	\$ 300,000.00	\$ 0.00	\$ 0.00	\$300,000.00
Maximum Department Participation - (TRIP)	% or \$ 150,000.00	% or \$	% or \$	% or \$ 150,000.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 150,000.00	% or \$ 0.00	% or \$ 0.00	% or \$150,000.00
In-Kind Contribution	\$ 150,000.00	\$	\$	\$ 150,000.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$300,000.00	\$0.00	\$0.00	\$300,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - TRIP Coordinator
 District Grant Manager Name

DocuSigned by:
Maria Showalter
 Signature

5/4/2021 | 12:12 PM EDT
 Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 2021 - 17

A RESOLUTION BY SANTA ROSA COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO ENTER A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION REGIONAL INCENTIVE (TRIP) PROGRAM, TO PROVIDE FUNDING FOR THE FEASIBILITY STUDY OF CHUMUCKLA HIGHWAY PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 339.2819, Florida Statutes, creates within the Department of Transportation a Transportation Regional Incentive Program (TRIP) for the purpose of providing funds to improve regionally significant transportation facilities in regional transportation areas created pursuant to Section 339.155(5), Florida Statutes; and

WHEREAS, the State of Florida Department of Transportation, ("Department") has agreed to obtain and provide funding for the feasibility study of the Chumuckla Highway project; and

WHEREAS, the Board of County Commissioners of Santa Rosa County, Florida ("Board"), desires to cooperate by undertaking the project.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONS OF SANTA ROSA COUNTY as follows:

Section 1. The Board of County Commissioners of Santa Rosa County do hereby express its support the Transportation Regional Incentive Program (TRIP) for the Chumuckla Highway Feasibility Study by entering and executing the appropriate Joint Project Agreement (JPA) with the Department.

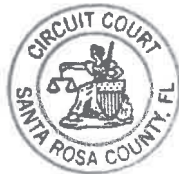
Section 2. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by Santa Rosa County on this 23rd Day of March 2021.

**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

BY: 
David C. Piech, Chairman

Attest:




Donald C. Spencer, Clerk of Court

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$150,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT P

INTERLOCAL AGREEMENT

Interlocal Agreement is attached and incorporated into this Agreement.

Attachment D: The Authorizing Interlocal Agreement and Supporting Documents

INTERLOCAL AGREEMENT FOR CREATION OF THE
NORTHWEST FLORIDA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

THIS REVISED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this 21st day of September, 2005, by and between the FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION, and the OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION, and supercedes all previous agreements.

RECITALS:

WHEREAS, Census 2000 shows that the Fort Walton Beach Urbanized Area is no longer just contiguous to the Pensacola Urbanized Area, but extends across the Okaloosa-Santa Rosa County Line to Navarre; and

WHEREAS, federal and state transportation agencies have placed an emphasis on regional transportation planning to develop regional transportation solutions, and this emphasis is demonstrated most strongly in the 2003 Florida Legislature's direction to the Florida Transportation Commission to study the nature and extent of regional transportation planning efforts by and among Florida's twenty-six metropolitan planning organizations and creation of the Transportation Regional Incentive Program during the 2005 Session; and

WHEREAS, in February 2003, the Florida Department of Transportation, acting on behalf of the Governor, communicated to the Florida-Alabama TPO (formerly known as the Pensacola MPO) and Okaloosa-Walton TPO the need to either consolidate as one metropolitan planning organization or develop a consultative process to incorporate institutional and process improvements to address regional transportation issues at the metropolitan planning organization level; and

WHEREAS, by June 26, 2003, the Florida-Alabama TPO and Okaloosa-Walton TPO responded to the Department with a commitment to enter into an interlocal agreement for purposes of coordinating long range transportation plans, establishing regional transportation priorities, and developing an enhanced regional public involvement process, and

WHEREAS, the 2003 Legislature modified Paragraph 339.175 (5) (i) (2), Florida Statutes, authorizing contiguous metropolitan planning organizations and individual political

subdivisions to enter into agreements to coordinate activities or to achieve any federal or state transportation planning goals or purposes; and

WHEREAS, the parties of this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Section 339.175 (5) (i) (2), Florida Statutes; and

WHEREAS, the Transportation Regional Incentive Program created by 339.2819, Florida Statutes, requires that the entity that is creating the regional transportation plan be identified and that the boundaries of the regional transportation area be delineated; and

WHEREAS, the interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1

TITLE; RECITALS; DEFINITIONS

Section 1.01. This Interlocal Agreement shall be known and may be cited as the "Northwest Florida Regional Transportation Planning Organization Agreement."

Section 1.02. Recitals. Each and all of the foregoing recitals be and the same hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to

invalidate this Agreement.

Section 1.03. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

(a) "Agreement" means and refers to this instrument, as amended from time to time, entered into according to provisions of part I, Chapter 163, Florida Statutes.

(b) "Department" shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

(c) "Long Range Transportation Plan" is the 20-year plan of each local metropolitan planning organization which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and in ozone/carbon monoxide non-attainment areas is coordinated with the State Implementation Plan; all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

(d) "Member" means the Florida-Alabama Transportation Planning Organization (FL-ALTPO), formerly called the Pensacola MPO, or the Okaloosa-Walton Transportation Planning Organization (O-WTPO).

(e) "Metropolitan Planning Area" means and refers to the planning area as delineated by each TPO for the urbanized area containing at least a population of 50,000 as described in 23 USC Section 134(b)(1), 49 USC Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the TPO.

(f) "Organization" means the body politic and corporate created pursuant to this Agreement.

(g) "Regional Transportation Area" means the boundaries of the area to be covered by the regional transportation plan and list of project priorities created pursuant to the

Transportation Regional Incentive Program. The boundaries of the regional transportation area are defined as follows: the entirety of, Escambia, Okaloosa, Santa Rosa, and Walton Counties, Florida.

(h) "Regional Transportation Priorities" are those priorities for transportation projects, which are located in or affect transportation in more than one county.

(i) "Representative" means an elected official who serves on the governing board of the Northwest Florida Regional Transportation Planning Organization.

(j) "TPO" means the individual, local metropolitan planning organizations, Florida-Alabama TPO, and Okaloosa-Walton TPO,; formed pursuant to Section 339.175, Florida Statutes, for each respective designated urbanized area.

(k) "Transportation Priorities" means those transportation projects selected annually by each metropolitan planning organization, written in order of priority for implementation, and submitted to the Florida Department of Transportation for use in developing the Department's Work Program.

(l) "Transportation Regional Incentive Program" means a program established under Section 339.2819, Florida Statutes that provides matching funds from the Florida Department of Transportation for regionally significant projects identified in a regional transportation plan and list of project priorities.

ARTICLE 2

PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish a regional transportation planning organization and partnership by an interlocal agreement, which complies with the 2003 amendment of Paragraph 339.175 (5)(i)(2), Florida Statutes, and Section 339.2819, Florida Statutes.

(a) To establish a forum for a coordinated and cooperative regional transportation planning process for Escambia, Santa Rosa, Okaloosa, and Walton Counties; to

implement the Agreement through coordination of long range transportation plans, project priorities, and planning policies; and to begin developing alternatives for a solution to congestion and safety problems on US 98, a regionally-significant arterial roadway;

(b) To identify regional transportation projects which improve mobility across county and metropolitan planning area boundaries and, in cooperation with the Department of Transportation, to seek funding for those projects;

(c) Through cooperation with the individual, local metropolitan planning organizations, to develop and adopt regional transportation priorities for regional transportation projects.

(d) To develop a regional transportation plan and list of project priorities for the purpose of soliciting funds from the Transportation Regional Incentive Program.

ARTICLE 3

ORGANIZATION AND CREATION.

Section 3.01. Establishment of Organization. The Organization is hereby created and established pursuant to this Agreement to carry out the purposes and functions set forth in Article 2. The legal name of this Organization shall be the Northwest Florida Regional Transportation Planning Organization.

Section 3.02. Organization to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the Organization will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of Organization. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the Organization.

Section 3.04. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as an Organization as is requested. Charges to be in accordance with Chapter 119, Florida Statutes.

Section 3.05. Rights of review. All parties to this Agreement, and the affected Federal and state agencies (i.e., FHWA, FTA, and FDOT) shall have the rights of technical review and comment on Organization projects.

ARTICLE 4

COMPOSITION; MEMBERSHIP; TERMS OF OFFICE.

Section 4.01. Composition and membership of governing board.

(a) The governing body of the Organization shall consist of sixteen (16) representatives. The representation of members shall be distributed as follows: eight representatives appointed by the Florida-Alabama Transportation Planning Organization, distributed as four from Escambia County and four from Santa Rosa County; and eight representatives appointed by the Okaloosa-Walton Transportation Planning Organization, distributed as four from Okaloosa County and four from Walton County. The representatives from each county may include county and municipal elected officials. Representatives shall hold elected office and be a current member, or alternate, of the TPO. All representatives shall have voting privileges. Any Member may remove and replace the representative(s) it appointed at any time, with or without cause. Representatives of the Organization may be removed from office by the Governor for misconduct, malfeasance, misfeasance, or nonfeasance in office.

(b) At the first meeting of each calendar year, the governing body of the Organization shall elect one of its representatives as chair of the Organization who will preside over meetings, and another representative as vice chair to perform duties of the chair in his absence. The chair and vice chair shall hold offices for one-year terms, and may be eligible for reelection to successive terms. Any officer may be removed from office, with or without cause, upon majority vote of the governing body of the Organization at any duly scheduled meeting. No such removal from office of the Organization shall have the effect of removing such person as a representative; rather only the member that appointed the representative shall have such

authority.

(c) Nine representatives shall constitute a quorum and the vote of nine representatives shall be necessary for any action taken by the Organization. No vacancy in the Organization shall impair the right of a quorum of the Organization to exercise all the rights and perform all of the duties of the Organization.

(d) Each Member shall appoint an alternate for each representative on the governing body. Alternates shall be elected officials serving the same general-purpose local government as the representative and the alternate shall be eligible to vote when the representative is absent from meetings.

(e) The non-voting representatives shall include the District Secretary, or designee, of the Florida Department of Transportation's Third District and the Chairman, or designee, of the Eglin Air force Base Encroachment Committee.

Section 4.02. Terms. Notwithstanding the representation provisions of Section 4.01(a), the term of office of representatives of the Organization shall be four (4) years. The representation by a representative who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the representative. A vacancy shall be filled by the original appointing entity. A representative may be appointed for one or more additional four (4) year terms.

ARTICLE 5

AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The Organization shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive regional transportation planning process.

Section 5.02. Specific authority and powers. The Organization shall have the following powers and authority:

(a) As provided in Section 163.01(14), Florida Statutes, the Organization may enter into contracts for the performance of service functions of public agencies;

(b) As provided in Section 163.01(5)(j), Florida Statutes, the Organization may acquire, own, operate, maintain, sell, or lease real and personal property;

(c) As provided in Section 163.01(5)(m), Florida Statutes, the Organization may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;

(d) The Organization may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and

(e) The Organization shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The Organization shall have the following duties and responsibilities:

(a) The Organization shall prepare and approve a regional transportation plan;

(b) The Organization shall prepare and approve regional transportation policies and priorities;

(c) Preparation of the regional transportation plan, policies, and priorities shall be an interactive process among the Organization, and each of the TPOs, with the Organization drafting the regional plan, policies, and priorities for tentative endorsement; forwarding the plans to the TPOs for approval; and upon receipt of TPO approval, the Organization shall issue final adoption;

(d) All parties to this Agreement shall participate in this planning process, and share information and data requested by the Organization in order to accomplish the mutual goals of the Organization;

(e) During the process of developing regional plans, policies, and priorities, the Organization may consult the members of the TPO Technical Coordinating Committees and Citizens' Advisory Committees, for it is not the intent of the Organization to create additional advisory committees;

(f) The Organization shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the *Unified Planning Work Program* and the budget shall be included in the respective *Unified Planning Work Program* of each TPO;

(g) In cooperation with the Department, prepare a plan to implement the approved regional transportation priorities;

(h) Adopt operating rules and procedures.

ARTICLE 6

STAFF TO THE ORGANIZATION

Section 6.01. Staff. Based on the approval of each TPO, the Organization will retain the Transportation Division of the West Florida Regional Planning Council, which currently provides staff services to both TPOs, as the designated staff of the Organization.

ARTICLE 7

FUNDING AND RECORD-KEEPING

Section 7.01. Funding. The Organization shall be funded in the following manner.

(a) Administrative Expenses - The Florida-Alabama TPO and Okaloosa-Walton TPO shall equally share the cost of basic administration of the Organization by identifying a task in each respective, annual *Unified Planning Work Program*, to be funded with Federal PL (transportation planning) funds. Administrative expenses shall include: writing of agendas and minutes; preparing for meetings; providing staff support of meetings; arranging for consultants and speakers to attend meetings, as called for in agendas; and keeping timesheets and other records to account for time and expenses.

(b) Additional Planning Activity Expenses - Studies and projects undertaken by the Organization, which are in addition to basic administration, shall be funded with state and federal funds.

Section 7.02. Record-keeping and document retention. The Organization shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18d, Subpart C, 49 CFR Section 18.42, and Chapter 119, Florida Statutes. Records of the Organization shall be retained by the West Florida Regional Planning Council.

ARTICLE 8 DISPUTE RESOLUTION

Section 8.01 Dispute resolution. The Organization shall use the following procedures to resolve disagreements regarding interpretation of this Agreement, disputes relating to the operation of the Organization, or disagreements regarding approval of the regional transportation plan, policies, and priorities:

(a) Internal resolution – appoint a committee with representatives of all four counties, which may include members of each TPO Technical Coordinating Committee, to seek a resolution; and

(b) Implement the Conflict Mediation Procedure established by the West Florida Regional Planning Council, as set forth in Rule 29A-3, Florida Administrative Code

ARTICLE 9 MISCELLANEOUS PROVISIONS

Section 9.01. Constitutional or statutory duties and responsibilities of parties.

This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in

which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 9.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

Section 9.03. Duration: withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement; provided.

(b) Withdrawal procedure. Either member may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement, giving recognition that withdrawal by either member terminates the Agreement and dissolves the Organization.

Section 9.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Required notices shall be addressed as follows:

Chairman
Florida-Alabama Transportation Planning Organization
P.O. Box 9759
Pensacola, FL 32513-9759

Chairman
Okaloosa-Walton Transportation Planning Organization
P.O. Box 9759
Pensacola, FL 32513-9759

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 9.05. Interpretation.

(a) Drafters of Agreement. The members of each TPO were represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 9.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 9.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 9.08. Effective date: Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.


(b) Recordation. The TPOs hereby agree to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each respective county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the Organization for filing in its records.

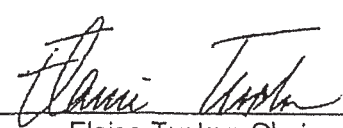
IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated Organization.

Signed, Sealed and Delivered in the presence of:

FLORIDA-ALABAMA TRANSPORTATION
PLANNING ORGANIZATION

OKALOOSA-WALTON TRANSPORTATION
PLANNING ORGANIZATION

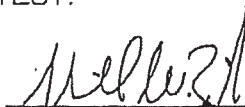
BY: 
Gordon A. Goodrich
for J.D. Smith, Chairman

BY: 
Elaine Tucker, Chairman

(Seal)

(Seal)

ATTEST:

BY: 
Michael W. Zeigler, Director
Transportation Planning

DATE: September 21, 2005

To: Maria.Showalter@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1U28

1/28/2021

CONTRACT INFORMATION

Contract:	G1U28
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SANTA ROSA COUNTY BOCC
Vendor ID:	F596000842001
Beginning Date of This Agreement:	02/01/2021
Ending Date of This Agreement:	02/21/2023
Contract Total/Budgetary Ceiling:	ct = \$150,000.00
Description:	CR 197 CHUMUCKLA RD & FIVE POINTS INTERSECTION FEASIBILITY STUDY

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/28/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55032010330
Expansion Option:	B1
Object Code:	751000
Amount:	\$150,000.00
Financial Project:	42199421401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2021
Budget Entity:	55100100
Category/Category Year:	088854/21
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$150,000.00



Santa Rosa County



RFP 21-055
Chumuckla Highway US 90 to Five
Points Intersection Feasibility Study
September 15, 2021 • 10:00 AM

VOLKERT

Will Sloup, PE
Project Manager
215 Fairpoint Drive, Suite B
Gulf Breeze, Florida 32561
850.512.8935
will.sloup@volkert.com

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Santa Rosa County

TAB 1 LETTER OF INTEREST

VOLKERT

Volkert, Inc.

215 Fairpoint Drive, Suite B
Gulf Breeze, FL 32561
Office: 850-512-8935
www.volkert.com

September 15, 2021

Attn: Santa Rosa County Procurement Department
6495 Caroline Street, Suite M
Milton, Florida 32570

RE: Chumuckla Highway US90 to Five Points Intersection Feasibility Study RFQ 21-055

Volkert, Inc., (Volkert) is pleased to submit our qualifications to provide a feasibility study for the widening of Chumuckla Highway in Santa Rosa County (SRC), Florida for the Santa Rosa Board of County Commissioners (County). This abbreviated response highlights our understanding of the scope of services, our project approach, our firm's capacity and experience in providing the services that will be required for this project. The Volkert Team recently completed the Navarre Community Access Road Feasibility Study for SRC. As shown throughout our submittal, the expertise of our personnel, our extensive experience with feasibility and Project Development and Environment (PD&E) studies, as well as our Team's familiarity with the project area will serve the County well on the project. The firm is not debarred or suspended from participating in state-funded projects and no conflict of interest exists between us and the awarding agency. Our Team is immediately available to serve the County on this contract.

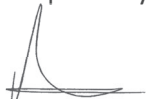
I, **Mike Warnke, PE, ENV SP**, will serve as **Principal-in-Charge/Alternate Project Manager** with over 26 years of engineering experience in the Northwest Florida area, serving as project manager and client service manager for transportation and drainage improvement projects and programs that required planning, design, traffic engineering, permitting, and bidding assistance. I have served as project manager for the Navarre Community Access Road Feasibility Study, Pea Ridge Connector project and Whiting Aviation Park project.

Our Project Manager, William Sloup, PE, has 35 years of engineering experience, specifically in Project Development and Environment (PD&E) Studies conducted in compliance with the National Environmental Policy Act (NEPA), state laws and regulations. Mr. Sloup has managed various PD&E class of actions including Environmental Impact Statements (EIS), Environmental Assessments (EA), Categorical Exclusions (CE), State Environmental Impact Reports (SEIR), Project Environmental Impact Reports (PEIR) and produced both Interchange Justification and Modification Reports. He will be responsible for the scheduling and completion of deliverables in accordance with the wishes of the County. Mr. Sloup's extensive experience includes serving as senior technical advisor for FDOT District 3's I-10 Widening Four to Six Lanes PD&E Study in Santa Rosa and Okaloosa Counties, Project Manager (PM) for the FDOT District 3 SR 87 Connector PD&E Study from SR 87S to SR 87N in SRC and PM for FDOT District 3's US 90 from the Intersection of Glover Lane to SR 87S PD&E Study in SRC. Mr. Sloup will be the key contact with the County relaying the needs and wants to the project Team. Contact Information: e-mail at will.sloup@volkert.com.

Volkert has completed numerous feasibility/PD&E studies throughout Northwest Florida, including the Navarre Community Access Road Feasibility Study for SRC. Many of these projects have allowed Volkert to take a project from conceptual design during the study phase through the final design and into the construction phase. We are well aware of the requirements to take a project of this type through this process as shown throughout our submittal. We have augmented our Team with the following firms: **Moffatt & Nichol (M&N)** to assist with safety analysis/crash data and public involvement efforts; **McKim & Creed (M&C)** for utility coordination; **NOVA Engineering and Environmental, LLC (NOVA)**, for Geotechnical; **HSA Consulting Group, Inc. (HSA) (W/DBE)** to assist with traffic forecasting/corridor analysis; **Carpe Diem Community Solutions, Inc. (CDCS) (W/DBE)** for Public Involvement; and **SEARCH, Inc. (SEARCH) (W/DBE)**, for Cultural Resources studies related to this project.

This project will be managed from our Gulf Breeze, FL office (address above) **located within SRC**. Our proximity makes us available to meet with County managers throughout this project. We look forward to continuing to work with SRC through this important feasibility study and are confident that we will complete the services assigned on time, and within budget. We look forward to discussing this opportunity in greater detail.

Respectfully submitted,



Mike Warnke, PE, ENV SP, Vice President, North Florida Lead



Santa Rosa County

TAB 2 COMPANY PROFILES

VOLKERT

Our Team is pleased to submit our qualifications to provide professional engineering services associated with the Chumuckla Highway US 90 to Five Points Intersection Feasibility Study for the SRC Board of County Commissioners. This important feasibility study consists of roadway and drainage design; environmental; traffic/safety analysis; socio-cultural resources; cost estimating; and public involvement services. Now with over 1,200 employees in more than 50 offices, Volkert consistently ranks among the top 100 design firms in the nation (as reported annually by *Engineering News-Record*). Volkert is employee-owned and every member of the company has a personal stake in its success. This has been a source of great pride for our company and our associates.

Volkert's Florida Region includes 11 offices located throughout the state, including our Gulf Breeze office location. Volkert provides more than 35 registered PEs and Surveyors and over 20 planning and PD&E staff in Florida. Since 1925, we have focused first and foremost on people. Volkert's valued clients say our big-picture thinking leads to innovative and practical solutions that deliver long-term savings and lasting value. Volkert has a diverse set of public agency clients including municipal governments, counties, MPOs/TPOs and the Florida Department of Transportation (FDOT). Volkert's Project Manager for this project, **William Sloup, PE**, has a thorough knowledge of SRC's policies and preferences from completing many successful projects and studies over the years.

Volkert's multi-disciplined Team has worked for counties, municipalities and FDOT in Northwest Florida for more than 34 years, including working for SRC for more than 20 years. Many of our proposed staff are residents of SRC/NW Florida and are intimately familiar with the area.

The Team proposed for this project provides many of the same proven and unified staff who worked together to successfully complete the Navarre Community Access Feasibility Study for SRC.







As shown throughout our submittal, Volkert offers the County a proven Team of qualified engineers, environmental scientists, technicians and specialists with a thorough understanding of FDOT's feasibility/PD&E process and a wide array of transportation, environmental and surveying expertise in Northwest Florida. Our Team will perform the environmental and engineering services required for this Feasibility Study, including consideration of all social, economic and environmental effects as well as required environmental documents, engineering reports, preliminary plans and public meetings.

The Volkert Team understands the complexity of the issues associated with feasibility studies and will provide viable alternatives for consideration. We also understand the vital importance of developing support for the Purpose and Need and the evaluated alternatives for projects such as this. Our Team has experience with the Efficient Transportation Decision Making (ETDM) processes and has staff available to closely work with both the County and FDOT to determine if this access roadway is feasible.

Our Team, highlighted on the following pages, is immediately available to provide services to the County on this project upon notice to proceed.

The responsible office for management of these services will be our office in Gulf Breeze, Florida with support from our nearby Panama City Beach, Chipley, Tallahassee and Pensacola, Florida offices as well as from our Corporate office in Mobile, Alabama and Orlando and Tampa offices. Volkert's proposed subconsultants are listed on the following pages. **We have successfully teamed with all proposed team members on previous projects.**

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Address: 215 Fairpoint Drive, Suite B
Gulf Breeze, FL 32561
Phone: 850-512-8935
E-mail: mike.warnke@volkert.com
Federal ID: 630247014
Website: <https://www.volkert.com>
Firm Established: 1925
Ownership: S Corporation
Incorporation by SOS: 12/15/1986
FL Professional License: Eng. 4641

ACTIVE THROUGHOUT	THE EASTERN AND CENTRAL US WITH OVER 50 + OFFICES 
EMPLOYEE OWNED	WITH OVER 1,200 STAFF 
FLORIDA STAFF	WITH OVER 190 PROFESSIONAL ENGINEERS, PLANNERS, SURVEYORS & SUPPORT STAFF 
RECEIVED OVER	STATE AND FEDERAL 80 AWARDS 
CONSISTENTLY RANKED	AMONG THE TOP 100 ENGINEERING FIRMS 
PROVIDING CLIENTS NEARLY	95 YEARS OF ENGINEERING EXCELLENCE 

SUBCONSULTANT TEAM

MOFFATT & NICHOL (M&N)



M&N will provide safety, crash data/safety analysis, and public involvement assistance for this project. For more than 25 years, M&N has been providing engineering, planning, design, and construction management support to many Florida government agencies on a wide variety of projects. Their Pensacola office opened in 2018, and they currently have seven offices around the state offering a broad range of services to clients. Today, M&N has more than 85 Florida-based professionals working on coastal engineering and construction, environmental permitting, marine works, and transportation infrastructure projects for public and private sector clients. M&N's transportation group assists local, state, and federal governments to maintain, reconstruct, expand, or build arterial roads, interchanges, culverts, roundabouts, as well as sound and retaining walls and other civil infrastructure. **M&N provided structural design and public involvement support on the Navarre Community Access Road Feasibility Study and is currently serving as the FDOT District 3's General Engineering Consultant and assists FDOT D3 manage their \$1.5 billion five-year work program. Within SRC, the M&N/Volkert Team designed the Whiting Aviation Park which is 85% completed and approximately \$500,000 under budget as well as the Pea Ridge Road Connector project which is 90% completed and 20% under budget.** M&N's office is located at 730 Bayfront Parkway, Suite 5B, Pensacola, FL 32502.

CARPE DIEM COMMUNITY SOLUTIONS (CDCS)



CDCS will lead public involvement for this project. CDCS creates public engagement and awareness strategies that focus on and garner community approval. Flexible methodologies are adapted to meet the needs of the community and the site. As the name of the company suggests, Carpe Diem Community Solutions is ready to capture each day and project for the most professional, timely, and results-oriented public engagement. CDCS brings its local knowledge, having over 30 years' experience in Northwest Florida including SRC. This considerable community experience will facilitate the creation of and suggestions for unique public engagement opportunities. CDCS' office is located at 2709 Rutgers Dr, Panama City, FL 32405.

HSA CONSULTING GROUP, INC. (HSA)



HSA will provide traffic forecasting/analysis services. HSA is a professional service organization providing an extensive range of transportation planning, traffic engineering and design, transportation statistics, GIS, mapping, traffic operational and safety studies. The firm was established in 1990 with a commitment to providing the highest quality, professional transportation planning, engineering, and land use consulting services available. Areas of expertise offered by HSA range from transportation and safety studies, traffic forecasting and modelling, feasibility, and PD&E studies, conducting capacity analyses, developing build/no-build alternatives, state of the art data collection, inventory, and GIS mapping solutions to minor roadway signing and pavement marking, ITS, signalization and lighting.

MCKIM & CREED ENGINEERS, SURVEYORS, PLANNERS (M&C)



M&C will provide Utility Coordination services for this project. M&C has experience in federal, state, and local government projects including FDOT and municipal work for various towns, cities, and counties across northwest Florida. Since 2002, M&C has been building a unique SUE service which is flexible in creating and providing innovative solutions based on client needs. One of these solutions is providing utility locating assistance. M&C is experienced with complex utility coordination and is currently serving as Utility Coordination Manager for FDOT's \$70m capacity project along SR 30 (US 98 / Gulf Breeze Parkway) a four-lane divided urban arterial, from Bayshore Road to Portside Drive, a distance of ±3.6 miles. M&C's office is located at 1206 N. Palafox Street, Pensacola, FL 32501.

NOVA ENGINEERING AND ENVIRONMENTAL, LLC (NOVA)



NOVA will provide geotechnical services for this project. Established in 1996, NOVA was founded to provide environmental consulting, Geotechnical engineering, and construction materials testing and inspection services to the design and construction community primarily in the Southeast United States. NOVA develops a subsurface exploration program based on the local geologic conditions, the potential environmental factors, the Geotechnical engineer's experience, and the intended use of the property in order to provide Geotechnical recommendations that result in cost-effective foundation design/construction services. Volkert has successfully worked on numerous projects in Northwest Florida with NOVA providing geotechnical services including the Navarre Community Access Road Feasibility Study. NOVA's office is located at 140-A Lurton Street Pensacola, Florida 32505.

SEARCH, INC. (SEARCH)



SEARCH will provide archaeological/socio-cultural services for this project. SEARCH specializes in the full spectrum of cultural services related to Archaeology, Maritime Archaeology, Architectural History, Archives and Museum Services, and Media Production. Since 1993, SEARCH has completed more than 3,700 projects across 44 US States and 37 countries, spanning five continents and three oceans. SEARCH has unmatched experience in completing transportation projects according to federal and state guidelines, including Sections 106 and 110 of the National Historic Preservation Act of 1966, as amended, the Section 303/Section 4(f) Evaluation Process (USDOT Act of 1966), and Chapter 267, Florida Statutes. SEARCH is currently providing cultural resources for the FDOT District 3 Districtwide PD&E. SEARCH's office is located at 700 North 9th Ave, Pensacola, Florida 32501.



Santa Rosa County

TAB 3 APPROACH TO PROJECT/ UNDERSTANDING

VOLKERT

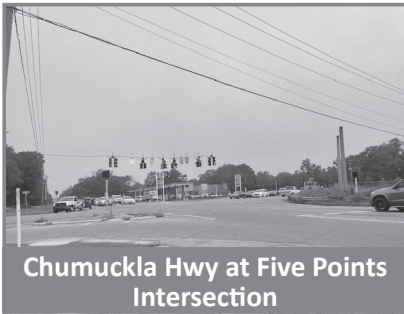
PROJECT UNDERSTANDING

Volkert understands that SRC is soliciting the services of a multi-disciplinary professional planning, engineering and environmental Team to produce and document the results and findings from a feasibility analysis for the widening of Chumuckla Highway (CR 197) from two to four lanes between US 90 and the Five Points Intersection, a distance of about 3.4 miles. This action stems from the SRC Board of County Commissioners that submitted a Transportation Regional Incentive Program (TRIP) grant application to the Florida Department of Transportation (FDOT) in December of 2019.

This project is located in a rapidly growing area along the outer fringe of the Pensacola metropolitan area. The Pensacola urban area in Escambia County offers the most employment opportunities for the region and Southwest SRC and Pace areas offer an attractive suburban life-style alternative for those who don't mind a reasonable commute. Currently, the growth in this area is exceeding the capacity of the existing and in some cases, original roadway infrastructure and the continued vitality of the region depends upon upgrading roadways that depend on it.



Chumuckla Hwy at US 90 T Intersection



Chumuckla Hwy at Five Points Intersection

This project segment of Chumuckla Highway has a critical role in the north-south movements for this region as it is integral to connecting to important regional east-west roadways. The project begins at US 90 in Pace as a "T" intersection. US 90 is the most traveled east-west arterial second only to Interstate 10 which is about five miles to the south. US 90 functions as the principal route connecting many of the cities, towns and communities across the interior of Florida's Panhandle and is the

primary route used between Pensacola the Pace/Pea Ridge area. The northern project terminus at the Five Points Intersection provides a connection with Chumuckla Highway to Quintette Road (CR 184) which heads west and crosses the Escambia River into Escambia County and connects to US 29 which is a north-south designated Strategic Intermodal System (SIS) highway. Quintette Road is the last East-West crossing of the Escambia River for 20 miles to the north at SR 4. Five Points also connects Chumuckla Highway to the western terminus of Berryhill Road (CR 184 A) which is a developing East-West arterial that terminates to the east in downtown Milton. Berryhill Road has an active corridor management plan developed by the Emerald Coast Regional Council that will explore the potential to implement projects to improve pedestrian and bicycle facilities as well as address safety issues and traffic operations from Chumuckla Highway to the Locklin Technical College, a distance of about 4.8 miles. Woodbine Road, CR 197A also crosses Chumuckla Highway

at Five Points and essentially parallels CR 197 back south to US 90 in Pace and is currently going through the early production phases for needed safety and capacity improvements.

Land use along Chumuckla Highway is transitioning from being agricultural to more suburban in nature. Many subdivisions are in place and expanding. Several schools are close to the roadway corridor and rely on Chumuckla Highway for primary access. These schools are Pace High School, Sims Middle School, SS Dixon Intermediate School and Locklin Technical College on Berryhill Road which connects to Chumuckla Highway. A new K-8 public school on 35 acres at the corner of Chumuckla Highway and Wallace Lake Road located just north of the Five Points intersection is scheduled to open in the Fall of 2023. Also, just north of Five Points intersection is the Santa Rosa Sports Complex with numerous ball fields and adjacent to that is the Pace Community Center. In close proximity to the Five Points Intersection is a Publix Shopping Center along with various commercial shopping centers. The Spencer Field Naval Outlying Field also relies on Chumuckla Highway for its primary surface access. Down near the intersection of US 90 is the SRC Tax Collector's Office. Chumuckla Highway also supports economic development and goods movement in Rural Areas of Opportunity.

The purpose of the proposed feasibility study is to evaluate the existing corridor and analyze alternative improvements that address the issues of capacity, safety, pedestrian and bicycle features that are acceptable to the project stakeholders, citizens, and businesses and truly reflect the community needs and desires.

SRC is requesting that the selected firm:

- Produce a Public Involvement Plan and coordinate with all project stakeholders.
- Collect and review existing conditions and system traffic
- Analyze existing and future system capacity for the study corridor.
- Analyze new corridor alignments (left, right and center) and consider natural, cultural, physical and social impacts for each alternative.
- Coordinate with applicable state and federal agencies for impacts and any necessary mitigation requirements.
- Evaluate and identify safety enhancements and accommodations for pedestrian and bicycle use.
- Consider freight, transit, on-street parking, access, park and ride and multimodal accommodations.
- Identify fatal flaws, evaluate and rank each alternative how effectively it meets the purpose and need requirements for project feasibility.
- Recommend up to two feasible alternatives with adequate details for possible advancement to the PD&E phase.
- Produce required reports to document the study evaluation processes consistent with local, state and federal, National Environmental Policy Act (NEPA) requirements.
- Provide guidance for decision makers for interim projects, as well as the ultimate solution.
- Provide SRC assistance with the Efficient Transportation Decision Making (ETDM) process.

PROJECT APPROACH

Our engineering approach will include identifying the appropriate criteria for segments of the project, establishing key context-based design controls such as roadway users, design vehicles, design speed, and characteristics of traffic. We will identify current and future land use information, obtain traffic counts, perform traffic

analyses, and coordinate with local governments, businesses, and residents to accurately define the corridor and intersection needs. We will apply Florida Greenbook "New Construction" and SRC criteria in conjunction with the key design controls to establish the minimum and desired number and widths of travel lanes, turn lanes, sidewalks, utility strips, bicycle lanes, and median. To aid in identifying constraints, we will develop an alternatives evaluation matrix specifically tailored to the objectives of this project. This evaluation considers purpose and need and quantifies the various impacts to right-of-way (vacant lots, residential, commercial, agricultural, industrial), existing utility relocations, environmental and geotechnical sensitive areas. We will estimate project costs and work with SRC to develop a ranking system for the various impacts to ultimately eliminate alternatives and define the Preferred Alternative which will move forward into PD&E, design, construction, and set into service.

PUBLIC INVOLVEMENT

The public involvement process is a valuable key in the selection of viable alignments. Coordination with key stakeholders is required and can be accomplished through individual meetings and advertised public meetings. This process allows the public stakeholders, the facility's users and the agencies to comment on various issues and impacts an alternative may have on the public or environment. Volkert is highly experienced with the public involvement process and requirements for documenting this process. Additionally our Team members have experience with the users and residents of the proposed project corridor. An effective tool to inform and engage SRC citizens will be two public meetings during key decision making and information dissemination points. Engaging affected users will be a focus of the Volkert Team.

COORDINATION MEETINGS WITH KEY SRC STAFF

To support planning and staff, coordination meetings will be held throughout the project. Throughout all of these efforts, we will work closely with SRC's Public Information Office, as well as with the County's project manager, to ensure that our community engagement efforts are in line with the County's mission.

Our Team will utilize the following strategies and tactics to ensure effective public engagement:

- **Utilize SRC existing communication channels** including the county's website, blog and social media channels, to post project information, updates and notices.
- **Stakeholder Identification:** Deliver timely and accurate information to all affected individuals, businesses, organizations, neighborhood associations, and elected officials; determine best communications channels for reaching each audience.
- **Communications Timeline:** Align communication and stakeholder outreach with design timeline to determine and finalize communication strategies and tools with a production schedule and an implementation timeline.
- **Program Content:** Determine and develop project content including the communication tools to use to distribute design timeline, typical sections, FAQs, maps, news releases and blog posts.

- **Community Outreach:** Assist as appropriate with content; assign project liaison to attend County Commission meetings and neighborhood/community meetings to provide project updates and field questions.
- **Direct Mail/Eblasts:** Public meeting notices to property owners, neighborhood associations, businesses and additional stakeholders.
- **Social Media Utilization:** Utilize NextDoor, Facebook, Twitter, and additional online community engagement platforms as deemed appropriate.

DATA COLLECTION

TRAFFIC FORECASTING/CORRIDOR ANALYSIS

Our teaming partner, **HSA**, will provide traffic analysis and modeling services required for this project. Traffic data will be collected in the field, and may be supplemented by data obtained from FDOT, Florida - Alabama Transportation Planning Organization and relevant recent transportation studies. Data to be collected will include:

Eight-hour Turning Movement Counts (TMCs) at the intersections noted in the project scope:

- | | |
|-------------------------------------|---|
| ● Chumuckla Hwy/US 90 | ● Chumuckla Hwy/
Woodbine Road –
Quintette Road |
| ● Chumuckla Hwy/
Education Drive | ● Chumuckla Hwy/Giddens
Lane |
| ● Chumuckla Hwy /Pace
Road | ● Chumuckla Hwy/Berryhill
Road |
| ● Chumuckla Hwy/
Stratford Lane | ● Chumuckla Hwy/Adams
Road |
| ● Chumuckla Hwy/Norris
Road | |

The TMCs will be conducted on a typical weekday from video collected in the field using high-resolution video cameras. Multi-modal data including pedestrians, bicycles and heavy vehicles will be counted separately.

48-hour Directional Approach Counts will be conducted on each approach of the intersections noted above. The approach counts will be conducted on typical weekdays and will be concurrent with the TMCs. Automated traffic counters with road tubes will be used.

72-hour Vehicle Classification Counts will be conducted at two locations on Chumuckla Hwy (north of US 90, and south of the Five Points intersection). The classification counts will be conducted on typical weekdays. Automated traffic counters with road tubes will be used.

TRAVEL DEMAND FORECASTING

The Northwest Florida Regional Planning Model (NWFRPM) Version 3.1.1.1 will be utilized in the development of future travel demand. The NWFRPM has a base year of 2015 and a horizon year of 2045. The NWFRPM incorporates the long-range transportation plan (LRTP) for the Florida - Alabama Transportation Planning Organization (TPO) adopted in October 2020. Actual 2015 AADT volumes and 2015 base year model volumes on Chumuckla Hwy and on major intersecting roadways will be compared to evaluate the ability of the model to replicate actual traffic volumes. Sub-area model refinements will be performed in accordance with the Project Traffic Forecasting Handbook. Any refinements to the base year model will be carried forward to the future year model runs.

Opening Year: An opening year model network will be developed by adding constructed and committed roadway improvements to the 2015 base year network. Committed projects will include

those with construction funds programmed in the TPO's Transportation Improvement Program (TIP), the FDOT Five-Year Work Program, or the adopted LRTP Cost Feasible Plan. The 2015 and 2045 socioeconomic data will be interpolated to the opening year. The socioeconomic data will also be reviewed with regard to planned major developments in the area and will be updated as necessary.

Design Year: The design model runs will utilize the 2045 Cost Feasible Plan network. The socioeconomic data will be extrapolated to the design year.

Model runs will be conducted for No Build and Build alternatives for the opening and design years. For the Build alternative, Chumuckla Hwy will be coded as a four-lane divided arterial within the project limits.

CRASH DATA/SAFETY ANALYSIS

Verified crash data along the corridor will be obtained for the most recent five-year period using the CARS and/or Signal4 databases. Crash data will be analyzed to see how the existing facility compares to similar facilities in the region. The data will be summarized to identify percentages of crash types and other pertinent information such as lighting and weather conditions. Preliminary research of crash data shows three fatal crashes, 17 incapacitating injury crashes, two crashes involving pedestrians, and five crashes involving bicyclists have occurred along the corridor since 2014. A search will be made of the Highway Safety Manual and Crash Modification Factor (CMF) Clearinghouse for strategies to best address crash severity and frequency. Forecasts of crashes for no-build and build alternatives will be made for comparison purposes. A pedestrian road safety assessment that includes data for crashes involving pedestrians and/or bicycles, suggested improvements to eliminate those crashes, and an estimate of effectiveness will be prepared. Preliminary findings based on a review of long forms for these crashes suggests a bicycle lane or separated facility may have helped prevent some of the crashes, while implementation of a leading pedestrian interval at the US 90 intersection may have helped prevent crashes at that location. Our Team will seek improvements that should significantly reduce crashes, having a positive impact on safety for road users of all kinds. Details of practical and effective safety improvements that can be implemented for build and no-build conditions will be included with the feasibility report.

UTILITY COORDINATION

Our teaming partner **M&C** will be providing Utility Coordination services for this project. Successful utility coordination requires clear and transparent communication between the study team and Utility Agencies/Owners (UAOs). The process of utility coordination begins with identifying all existing UAOs and collecting all available data each UAO has available for its facilities within the project area. Existing UAOs within the corridor include Gulf Power, Pace Water System for Sewer and Water, AT&T and Mediacom. A utility conflict matrix will be developed for each UAO that highlights specific locations and/or ranges of possible and actual conflicts between existing UAO facilities and the proposed improvements.

CULTURAL RESOURCES

SEARCH, our Cultural Resources teaming partner, completed an initial desktop analysis and identified six

previously recorded historic sites located within 100 meters of the Chumuckla Highway corridor. In addition they identified one linear resource and two archaeological sites. The majority of these resources have not yet been evaluated for eligibility for listing on the National Register of Historic Places (NRHP) by the State Historic Preservation Officer (SHPO).

SEARCH will prepare desktop analyses of the corridor and alternatives developed for the project. The desktop analysis will include identification of known cultural resources that have been recorded with the Florida Master Site File, research regarding unrecorded historic resources, and the development of archaeological probability models in order to develop an understanding of the cultural resources issues.

Volkert will review publicly owned parcels within the project limits and coordinate with owners and users of these facilities.

NATURAL RESOURCES

Volkert has Professional Wetland Scientists (PWS), a Certified Ecologists (CSE and CE), and a Certified Wildlife Biologist (CWB) on staff. We have completed full environmental analysis for a variety of projects. Volkert is extremely experienced in conducting jurisdictional determinations in accordance with state and federal wetland delineation manuals, as well as, endangered species investigations at the state and federal level.

Field review and desktop exploration has determined there are mixed forested wetlands, biologic occurrences or habitat for gopher tortoise, eastern indigo snake, wood stork and migratory birds, as well as other natural resources/contamination within or adjacent to the projects limits. We will document any proposed impacts in order to allow us to minimize these impacts and recommend mitigation if necessary. The environmental impacts associated with the Chumuckla Hwy (US 90) to Five Points Intersection study will require coordination/permitting with the Florida Department of Environmental Protection (FDEP)/ Northwest Florida Water Management District (NFWFMD) and United States Corps of Engineers (USACE). If impacts to listed species or habitats are determined, Volkert's Environmental personnel have extensive permitting experience with state and federal agencies and will provide the required services to ensure the project is properly permitted in a timely manner.

PHYSICAL EFFECTS

The Volkert Team has the experience to perform the specific tasks required for the feasibility study that include the development of documentation for noise analysis, land use, farmland, social, relocation, economic, air quality, wetland, water quality, floodplain, contamination, visual, coastal zone, and construction impacts. Having performed recent noise studies for transportation projects in multiple states, Volkert's noise assessment experts are very familiar with the requirements of 23 CFR Part 772 and the application of TNM on widening and new location roadway projects. Volkert's Traffic Noise Analysts have conducted numerous noise studies, including studies performed in conformance with the recent revisions to 23 CFR Part 772 that became effective on July 13, 2010.

GEOTECHNICAL DATA COLLECTION

The Volkert Team has recently completed site inspections as well as desktop reviews of the existing soils conditions from NRCS. Further testing and analysis of the existing conditions will be required. The soil conditions along much of the project corridor exhibit seasonal high water table greater than three feet below existing ground surface. In the area northwest to the Laurel Wood subdivision, the water table appears to be

less than two feet below the ground surface. The Drainage design as well as pavement design will require subsurface exploration program to determine the local geologic conditions and the potential environmental factors to provide geotechnical recommendations that result in cost-effective foundation design/construction services. This information will be summarized, illustrating areas on the Soil Survey Map where unsuitable soil conditions or seasonal high water may impact either the roadway construction or pond siting selection.

CONTAMINATION

A review of listed contamination sites along the study corridor indicates a few Department of Environmental Protection (DEP) Cleanup Sites in proximity to the US 90 intersection. Other locations near the Five Points intersection are shown as Storage Tank Contamination Monitoring Sites. These sites could be old gas stations and will be closely evaluated during the alternative analysis phase of the study in regards to possible project encroachment and the potential of any required remediation.

DESIGN AND SAFETY

ROADWAY

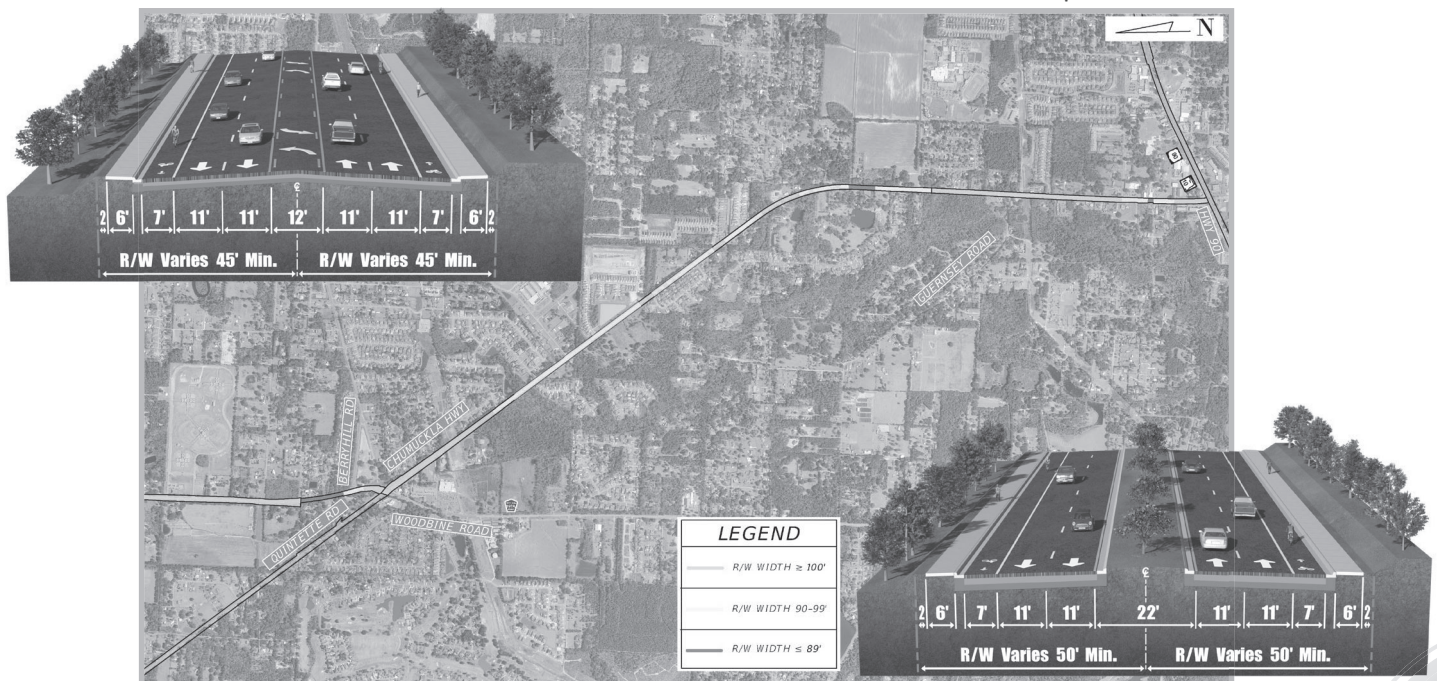
The need to better manage traffic along this roadway as well as Woodbine Road has been a long term goal for SRC. To accomplish this task, projects over the last decade such as the realignment of Berryhill Road and turn lanes along Chumackla Highway have previously been completed to help with congestion as a temporary answer. This area has seen growth and traffic along this corridor has increased 25% to 30%. Particular concern will be given to maintain safety for both vehicular and pedestrian users while accommodating the increased capacity for the design and future year traffic volumes. As the volume of traffic has increased an increase in crashes has occurred. In 2016 there were 56 reported crashes along the corridor and in 2021 there have been 100 crashes. The types of crashes, their severity and location of crashes will be evaluated. The Volkert Team will evaluate the effectiveness of the existing corridor relative to current

design standards (namely typical section). Volkert will listen to and coordinate with SRC staff, and the area users and residents, to modify the typical section of the existing two-lane undivided roadway without shoulders to an expanded roadway typical section to increase overall capacity, safety, traffic flow and Level of Service (LOS). Once this determination on alignment and typical sections is made in coordination with SRC, we will evaluate corridor alternatives.

Volkert has extensive experience with the FDOT LAP Manual, Florida Green Book, SRC requirements, FDOT Design Standards, FDOT Standard Specifications for Road and Bridge Construction, Federal Highway Administration, AASHTO and MUTCD requirements. For this project, Volkert will utilize this experience to determine how best to create practical and viable corridor alternatives that widen Chumackla Highway between US 90 and Five Points intersection. The typical section may include paved shoulders or similar infrastructure that would facilitate multi-modal function as well as sidewalks and marked pedestrian crosswalks along the Chumackla Highway to better accommodate pedestrians and bicyclists that reside in the subdivisions located along the corridor. Additionally, these alternatives may include operational improvements such as new signals at key intersections. Volkert will document improvements in the Concept Plans.

TYPICAL SECTION ANALYSIS

The typical section analysis for the vehicular and multimodal facilities is important to ensure the corridor is designed to benefit all users and allow the community more freedom of choice in their modes of transportation. The existing right-of-way along Chumackla Highway within the project limits varies between 89 feet in a few short segments and 90-100 feet along the majority of the project. The proposed improvements may require acquisition of additional R/W to accommodate a capacity-type improvement and at cross-street intersections. An evaluation will be performed to consider a range of typical sections and alignments that balances the capacity improvements with minimizing the impacts to adjacent properties. The evaluation will consider SRC's Comp Plan and standard road/bridge classifications. The graphic below illustrates the existing R/W and examples of potential typical sections that could be developed for this corridor.



The typical sections will be developed utilizing the following approach:

- Start with a “Full Width” Typical Section with desired lane widths, buffered bicycle lane widths, median width, utility strip widths, sidewalk widths and possibly shared use paths.
- Modify the “Full Width” Typical Section to include shared use paths on one and/or both sides of roadway. Develop alternatives that include share use paths with and without roadside buffered bicycle lanes for comparisons.
- Modify the Typical Section to reduce median widths, lane widths, and utility strip widths based on roadway segment context classification, design speed, and nature of traffic vehicles.
- Develop optimum Typical Sections for roadway segments balancing project objectives and needs with the impacts to right-of-way, utilities, environment (species, wetlands, water bodies), surrounding homes and businesses, and overall transportation needs of the community.

ALIGNMENT ALTERNATIVES ANALYSIS

Establishing the alignment of the roadway will require consideration and balancing of multiple community interests, impacts, and cost. Three general approaches will be considered:

- Center Alignment (widen on both sides of the roadway)
- Left Alignment (widen on left side of the roadway)
- Right Alignment (widen on right side of the roadway)

A combination of one or more of these alignments is anticipated depending on location and roadway segment context classification. Numerous businesses and housing developments exist along the project corridor and these impacts will be identified and quantified as part of the alternative’s analysis. Additionally, alignments will be developed based on traffic volume needs, design speeds, minimizing impacts to environmentally and geotechnically sensitive areas, and the ability to provide safe and practical construction work zones while adequately maintaining traffic.

INTERSECTION ALTERNATIVES ANALYSIS

There are three existing signalized intersections within the project limits and a forth signal about 600 feet north of Five Points at Berryhill Rd that may need to be considered, 25 unsignalized intersections and multiple residential driveways connections. Traffic data and safety will be considered when evaluating intersection alternatives for the option of roundabouts. The FDOT Intersection Control Evaluation (ICE) process will be considered to determine the most effective intersection configurations for each specific intersection within the project. Alternatives will quantify the various impacts and cost and will be evaluated with the Level of Service each alternative provides and the objectives of the project. Ultimately, the Typical Sections, Alignments, and Intersection Alternatives will be evaluated together. Public outreach will be performed, and feedback solicited to optimally establish the right-of-way footprint for the roadway segments and project corridor.

COMPLETE STREETS

Community members of all ages and modes of transportation must be able to move safely and efficiently throughout the corridor. A Complete Street is unique to the context of the

community, addresses the community’s transportation needs and is evaluated on a project specific basis to ensure the appropriate freight, pedestrian, bicycle, and transit needs are provided for in locations where they are most warranted. Typical sections near housing developments and recreational parks will have different needs than typical sections near commercial, industrial, or agricultural businesses.

AUTONOMOUS VEHICLES AND TRANSIT

Personal and transit transportation is undergoing a generational shift towards Autonomous Vehicles (AV) and CVs which consist of vehicles driving themselves using onboard technologies and roadway infrastructure. The Opportunities and Feasibility Analysis will include possible AV transit service connections within the project and adjacent locations. The Volkert Team will partner with SRC and FDOT to identify the targeted planning/pilot/implementation timeline and outline the respective responsibilities for the AV transit project’s potential funding and implementation partners. The technical evaluation will task such items as:

- Identifying potential advanced transportation technologies and alternatives.
- Identifying potential passenger demand market
- Evaluating necessary system design characteristics
- Evaluating feasibility of implementing technology

DRAINAGE

Volkert reviewed available drainage data from both Santa Rosa County and FDOT and several areas along Chumuckla Highway have drainage concerns. Volkert has field reviewed the project corridor to review these concerns as well as identify other drainage needs. For this project, the Volkert Team will coordinate with the County on these known concerns and utilize existing LiDAR and the ICPR software to cost effectively provide an accurate existing drainage map that can be used in future phases. In addition, we will accurately estimate pond volumes during the initial stages of the study. This is critical in areas of environmentally sensitive lands or locations under development pressure.



Drainage via roadside ditches along Chumuckla Hwy

Along the study corridor, stormwater runoff is conveyed via roadside ditches and inlets to pipes which discharge to the respective outfall. The drainage evaluation during the feasibility study process will include review and assessments of structure condition and system capacity, previous studies, documented flooding, and existing site conditions as well as coordination with the NFWMD to confirm permitting requirements. Additionally, Volkert will utilize the future plans for the proposed intersection improvement by FDOT for US 90 at Chumuckla Highway and will further coordinate with the County for any proposed improvements along the corridor to develop proposed stormwater management facility (pond) locations. Along new corridor alignment locations, swale treatment of runoff would be pursued, but if required, proposed ponds could be utilized and their sizes would be estimated to meet treatment, attenuation and floodplain compensation requirement as well as set the preliminary roadway profile.

SCHEDULE CONTROLS

Volkert understands the need for immediate availability and commits that our local project manager will be available and ready any time SRC requires. The key to effective project delivery is our ability to logically schedule our work, progress through the production of the work within the constraints of the schedule, and deliver each task within the negotiated budget.

Volkert uses industry accepted Critical Path Method scheduling software to assist the project team in identifying the tasks that need to be completed, the logical relationship between individual tasks and the reasonable durations of each task. **Will Sloup, PE**, will be responsible for the development of the schedule for this study. He will coordinate with each TO manager on the development of task assignment schedules and will update the schedules in regard to progress and percent complete throughout the duration of each task.

For schedules to be pertinent, they must be followed. Our project management staff and production personnel are accustomed to the accountability provided by a logical schedule. The Volkert team commits to SRC that throughout the life of the contract we will provide the required resources to respond to all tasks in a timely manner.

As requested, a schedule for the Woodbine Road and Highway 90 Intersection Improvements project is included at the end of this section.

QA/QC

Volkert institutes a formalized Quality Assurance/Quality Control (QA/QC) Program beginning at project initiation and continues until the project is completed. All Team members are held responsible for the quality of their own work. **Scott Golden, PE**, will serve as the overall QA/QC Manager for this study. Quality plans, documents and customer service are Volkert's number one priority. Our five-step Quality Control process covers all project disciplines including a constructability review as part of a fatal flaw analysis. Subconsultant QC plans are integrated into the overall project QC Plan. QA and QC are two separate but related groups of work enabling the designer to produce a quality product. QA is the process by which Volkert builds in sufficient procedures, controls, and processes to ensure each task, plan sheet, report and design decision is appropriate and correct. This process begins on the first day of consultant services and continues for the life of the contract. The QC process is used to check completed work at specific stages of the project. To accomplish QA/QC of our work, we will follow a QA/ QC plan specifically tailored for this project. The overall quality process will be managed and controlled throughout this phase of the project by the Project Manager and continued if advanced to succeeding production phases. Our five-step QC process is outlined below:

1. The Originator performs a self-check as the originator of the work. This check is completed to ensure the originator has provided work that is ready to be reviewed by a more senior staff member (the Checker).
2. The Checker will perform a detailed check of the documents and plans to ensure the elements of the design/document meet the project requirements, follow appropriate standards and specifications and the project is constructible and biddable (if applicable).

3. Concurrence, the Originator will approve or coordinate whether additional changes are needed based on the checker's comments.
4. The "changes made" are verified by a separate staff member to ensure the changes have in fact been made as suggested.
5. Verification performed by the Checker or other senior staff member, generally a discipline or department head.

Verification ensures the document/plan meets necessary requirements and verifies quality control procedures are complete and fully documented.

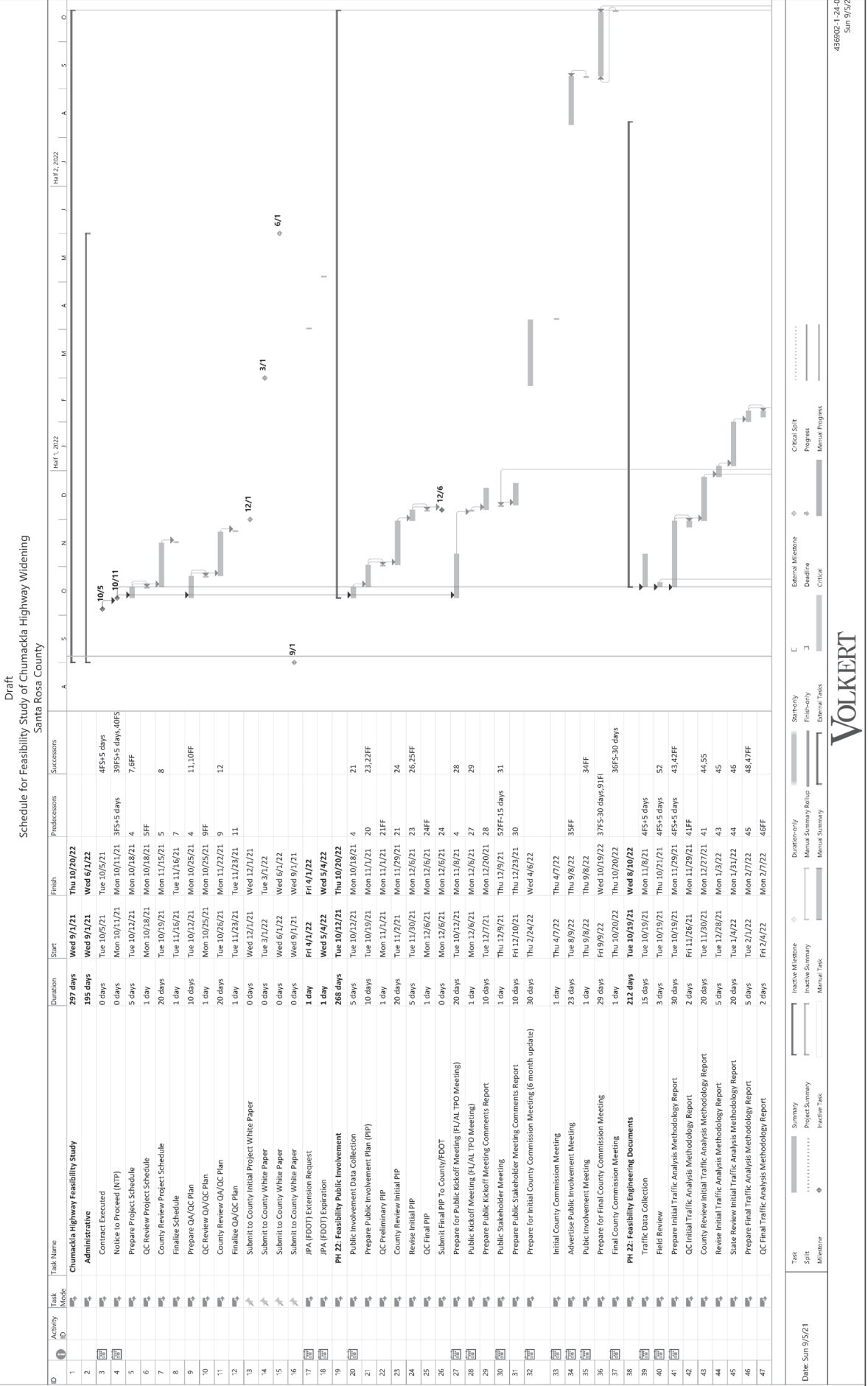
DEMONSTRATIVE KNOWLEDGE OF THE PD&E PROCESS

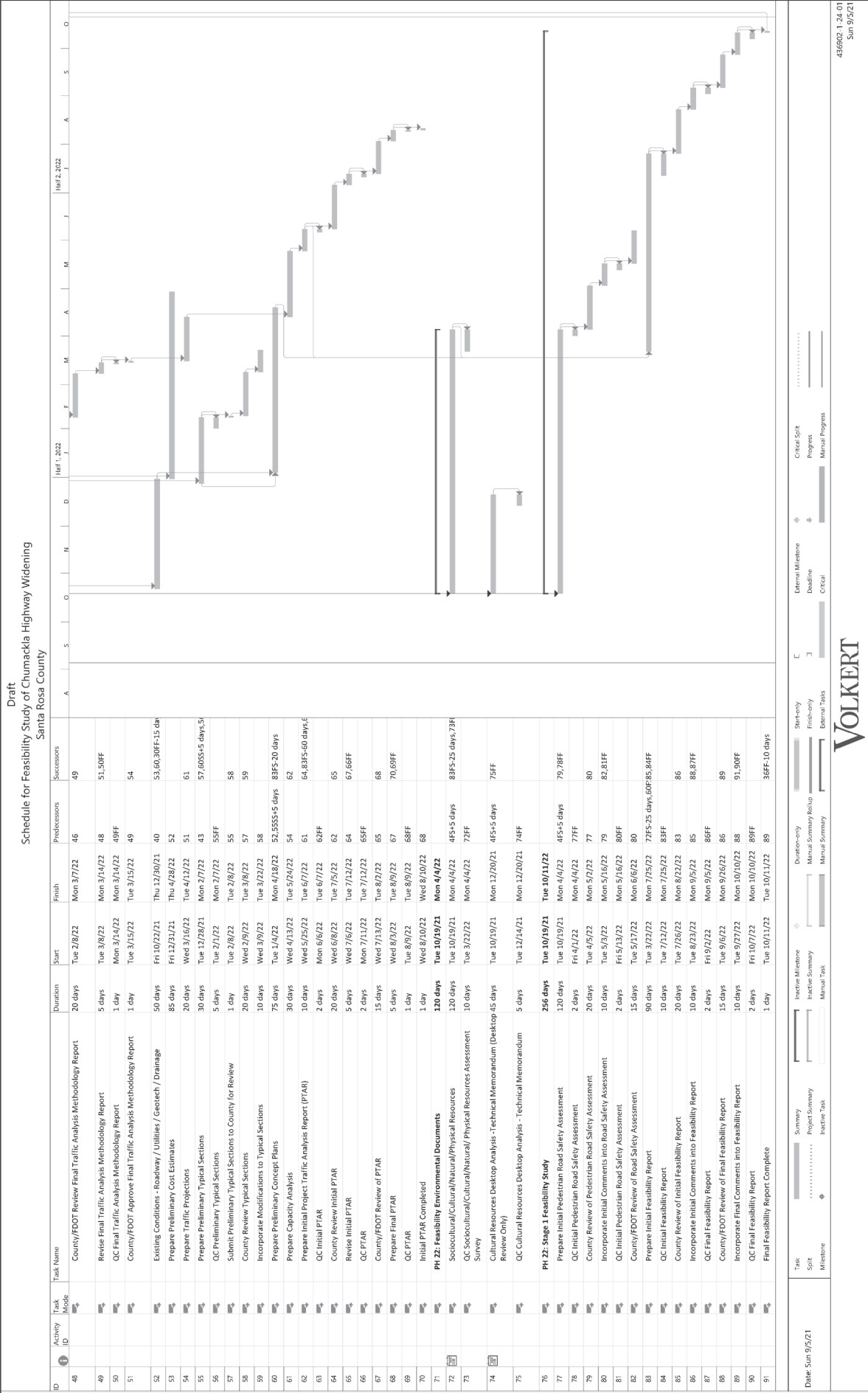
Volkert has an excellent understanding of the FDOT PD&E process including the development of alternatives to meet intersection levels of services (LOS), for roadway widening, as well as the completion of environmental documentation for the study. We understand the vital importance of developing support for the Purpose and Need and the evaluated alternatives. Our Team has experience with the ETDM processes and has staff available to closely work with FDOT in the development and screening of this project. We understand this process should result in high quality studies, plans, and models that the Department, stakeholders, and the public can use to evaluate potential modifications and improvements.

Many of our PD&E projects have moved from the study/conceptual design phase through final design and construction phases which allows us a full understanding of how to move a project through these phases.

We also have firsthand experience with the project area, having worked on previous PD&E/feasibility projects in Northwest Florida, some of which are listed below.

- Navarre Community Access Road Feasibility Study in SRC, FL
- I-10 Widening, Santa Rosa and Okaloosa Counties (PD&E)
- I-10 Widening, Gadsen and Leon Counties (PD&E)
- SR 20 Trammell Bridge Feasibility and PD&E Study
- SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection in Escambia County, Florida (PD&E)
- SR 75 (US 231) Panama City (PD&E)
- SR 30 (US 98) at SR 368 (23rd Street) in Panama City, Florida (Feasibility/PD&E/preliminary/final design)
- Hollywood Boulevard, Fort Walton Beach (PD&E)
- PD&E re-evaluation SR 30 Bayshore Road to Portside Drive in SRC, Florida (PD&E)
- SR 30E Cape San Blas from North of Test Site D3A Entrance to Coastline Drive known as Stump Hole (PD&E)
- SR 30 (US 98) from the East Pass Bridge to the Emerald Coast Parkway in Okaloosa County, Florida (PD&E)
- I-65 to I-10 Connector Feasibility Study for FDOT and ALDOT
- SR 87 from the north end of the Clear Creek Bridge to the Alabama State Line in SRC, Florida (PD&E)





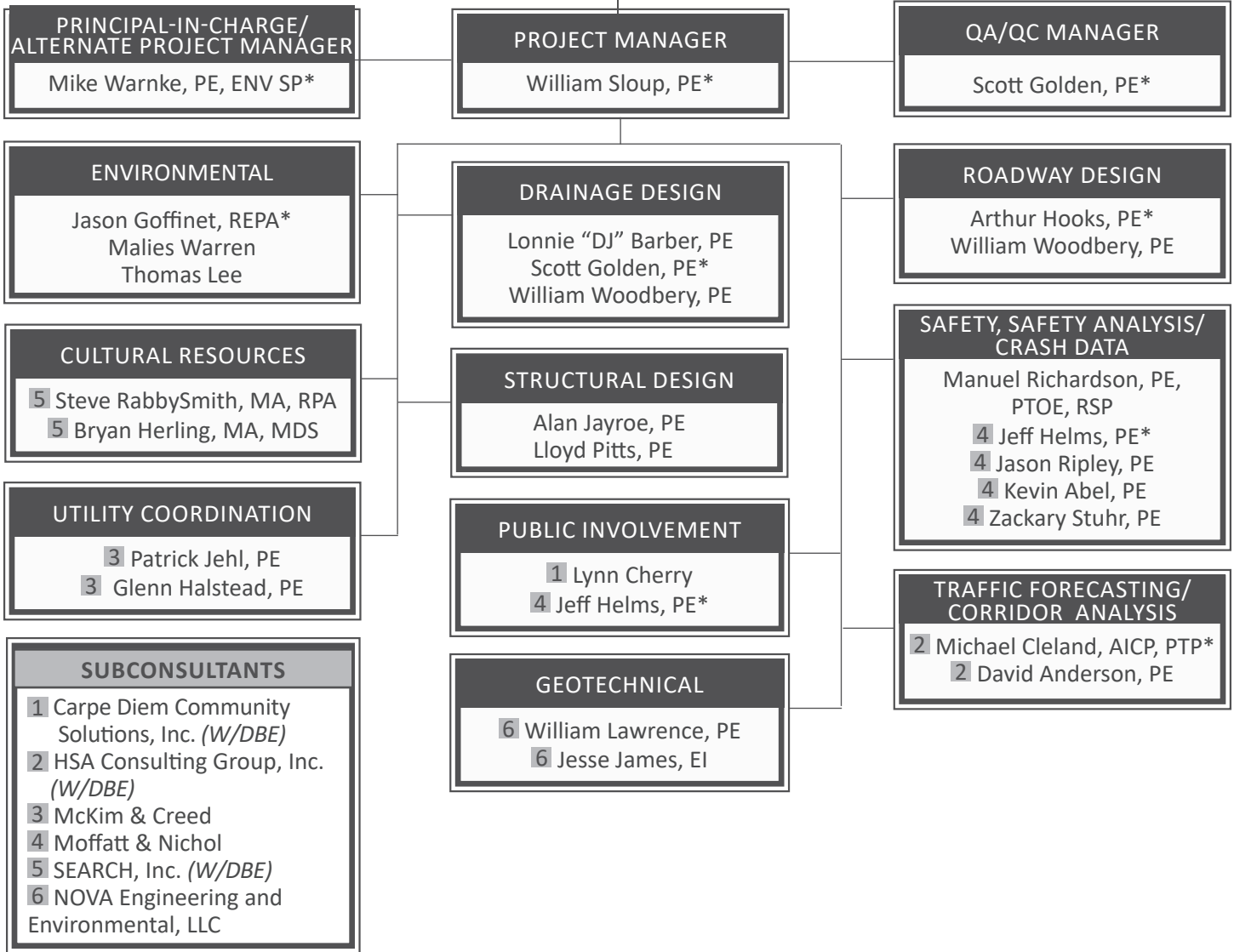


Santa Rosa County

TAB 4 QUALIFICATIONS OF KEY PERSONNEL

VOLKERT

ORGANIZATION CHART



KEY PERSONNEL QUALIFICATIONS

Volkert prides itself on flexibility and availability of staff and resources who are located locally and are familiar and skilled with the County as well as FDOT processes. The personnel proposed for this contract are immediately available to complete any task assigned. Additionally, Volkert’s ability to pull from its extensive pool of personnel allows for discipline redundancy when needed to complete tasks on or ahead of schedule. The following bios and staffing matrix of our Team’s staff highlight our capabilities to successfully deliver tasks under this contract. Resumes for key personnel are included at the end of this section.

MIKE WARNKE, PE, ENV SP | PRINCIPAL-IN-CHARGE/ALTERNATE PROJECT MANAGER

Mr. Warnke is Volkert’s North Florida Region VP and will serve as Principal-in-Charge for this contract. His 26 years of professional engineering experience and established rapport with counties and municipalities in Northwest Florida as well as FDOT District 3 will ensure timely, efficient and quality project delivery for this project. He is currently serving as Project Manager on the SRC Continuing Services, Pea Ridge Connector and Whiting Aviation Park projects. He recently served as Project Manager for the Navarre Community Access Road Feasibility Study. He will ensure all appropriate resources are allocated to deliver a successful project and the County’s needs are met.



Key Personnel Name (Firm)	Years of Experience	Safety Analysis/Crash Data	Traffic Forecasting/Corridor Analysis	Drainage Design	Roadway Design	Environmental	Structural Design	Utility Coordination	Geotechnical	Cultural Resources	Public Involvement	% Availability	Primary Area of Responsibility
Mike Warnke, PE, ENV SP (V)	26			●	●	●		●			●	20%	Principal in Charge/Alternate PM
Scott Golden, PE (V)	33			●							●	50%	QA/QC Manager
Will Sloup, PE (V)	36		●		●	●					●	60%	Project Manager
Jason Goffinet, REPA (V)	26					●				●		55%	Noise
Malies Warren (V)	20					●						50%	Environmental
Thomas Lee (V)	26					●						55%	Noise
Arthur Hooks, PE (V)	21	●		●	●						●	55%	Roadway Design
Lonnie "DJ" Barber, PE (V)	19			●	●							45%	Drainage Design
Billy Woodbery, PE (V)	7			●	●			●		●	●	55%	Roadway Design, Drainage Design
Manuel Richardson, PE, PTOE, RSP (V)	13	●						●			●	60%	Safety
Alan Jayroe, PE (V)	33						●				●	50%	Structural Design
Lloyd Pitts, PE (V)	38						●	●			●	40%	Structural Design
Lynn Cherry (CDCS)	18										●	75%	Public Involvement
Jeff Helms, PE (M&N)	35	●			●		●				●	30%	Safety Analysis/Crash Data, Public Involvement Assistance
Jason Ripley, PE (M&N)	18	●		●	●							50%	Safety Analysis/Crash Data
Kevin Abel, PE	23	●	●		●							55%	Safety Analysis/Crash Data
Zackary Stuhr, PE (M&N)	15	●			●							55%	Safety Analysis/Crash Data
Glenn Halstead, PE (McKim & Creed)	36							●				50%	Utility Coordination
Patrick Jehle, PE (McKim & Creed)	15				●			●				45%	Utility Coordination
William Lawrence, PE (NOVA)	24								●			60%	Geotechnical
Jesse James, EI (NOVA)	6								●			60%	Geotechnical

WILL SLOUP, PE | PROJECT MANAGER

Mr. Sloup has 35 years of knowledge, specifically in Project Development and Environment (PD&E) Studies conducted in compliance with the National Environmental Policy Act (NEPA), state laws and regulations. Mr. Sloup has managed various PD&E class of actions including Environmental Impact Statements (EIS), Environmental Assessments (EA), Categorical Exclusions (CE), State Environmental Impact Reports (SEIR), Project Environmental Impact Reports (PEIR) and produced both Interchange Justification and Modification Reports. Mr. Sloup recently served as technical advisor on the I-10 Widening Four to Six Lanes PD&E Study for FDOT District 3 and is currently serving as Senior Technical Advisor for Central Florida Expressway's Southport Connector Expressway PD&E Study. He will be responsible for project management, scheduling and completion of deliverables in accordance with the County's needs.

SCOTT GOLDEN, PE | QA/QC MANAGER

Mr. Golden has more than 33 years of experience with expertise in roadway and drainage design, transportation planning, project management and FDOT processes and procedures. He is knowledgeable in traffic operations, construction and maintenance techniques and operations, project scheduling, surveying and R/W mapping and acquisitions. He has served as FDOT District Design Engineer (DDE) as well as manages Volkert's current FDOT D3 District Wide Drainage Contract.

JASON GOFFINET, REPA | ENVIRONMENTAL

Mr. Goffinet has extensive experience in preparing environmental documentation for transportation projects in accordance with NEPA. His NEPA experience includes preparing environmental impact statements (EIS), environmental assessments (EA), categorical exclusions (CE), public involvement meetings/hearings, corridor/feasibility studies, traffic noise and air quality assessments. He has also completed projects that involve Section 4(f)/Section 6(f) resources, Section 106 resources, Section 7 protected species, farmland, wetlands, hazardous materials, noise impacts, and air quality concerns.

MALIES WARREN | ENVIRONMENTAL

Ms. Warren has more than 20 years of experience including more than 14 years of environmental management and permitting in Northwest Florida. Her environmental experience includes development feasibility, wetlands, listed species and submerged aquatic vegetation assessments; wetlands and listed species permitting, compensatory mitigation planning, and permit compliance. Ms Warren's recent experience includes serving as environmental scientist for the Navarre Community Access Road Feasibility Study for SRC.



THOMAS LEE | ENVIRONMENTAL

Mr. Lee has more than 13 years of experience and assists with the development of environmental documentation and GIS services for environmental, civil, and utility infrastructure repair and design projects. His specific duties include developing environmental avoidance and constraints mapping, compiling field data, and conducting noise studies. For various projects, Mr. Lee has been instrumental in producing excellent imagery from which field personnel can determine basic locational information. Through the overlay of project boundaries over high-quality aerial photography, Mr. Lee's photo imagery allows the field scientists to determine vegetative boundaries and delineate them as necessary using GPS instrumentation with an accuracy of inches.

ARTHUR HOOKS, PE | ROADWAY DESIGN

Mr. Hooks has 21 years of engineering experience including project management, roadway design, planning, feasibility studies PD&E studies and construction plan development. He previously served as Engineer of Record (EOR) for Navarre Community Access Road Feasibility Study, engineer for the SR 30 (US 98) Gregory Street and Bay Front Parkway at 17th Avenue Intersection PD&E Study, EOR for the Trammell Bridge Feasibility Study and PD&E Study, EOR for the I-10 Widening PD&E in Santa Rosa and Okaloosa Counties and Project Manager and EOR for the US 98/Front Beach Road Widening in Panama City Beach.

WILLIAM WOODBERY, PE | ROADWAY/DRAINAGE DESIGN

Mr. Woodbery has more than seven years of engineering experience including construction plan development, roadway resurfacing and PD&E. Recent relevant experience includes serving as Project Engineer on the Pensacola Beach Congestion Management Plan for the Escambia County Commission, and serving as EOR for the SRC Pea Ridge Connector project.

LONNIE "DJ" BARBER, PE | DRAINAGE DESIGN

Mr. Barber has more than 19 years of drainage design and engineering experience including extensive knowledge of project management policies, procedures, design concepts, professional services, contractor services, engineering terminologies, design standards, design principles and analytical techniques of highway design as well as CADD design and office projects. He is currently serving as Project Engineer on the FDOT District 3 Districtwide Drainage Design Contract and recently provided drainage and roadway engineering services on the I-10 Widening Four to Six Lanes PD&E Study for FDOT District 3.

MANUEL RICHARDSON, PE, PTOE, RSP | SAFETY

Mr. Richardson has more than 13 years of traffic engineering experience including traffic operations, traffic engineering and transportation planning, specializing in signal timing optimization. In addition to design, Mr. Richardson is also experienced in conducting safety studies and identifying feasible mitigation strategies. He is currently providing Traffic Safety services on the Design Continuing Services contract for the City of Destin.

ALAN JAYROE, PE | STRUCTURAL DESIGN

Mr. Jayroe has more than 33 years of experience in structural engineering. His structural engineering experience has included bridge inspection, load rating, scour analysis, bridge design, bridge replacement, and bridge widening.

Mr. Jayroe's extensive project experience includes the current Bay County Continuing Services contract and FDOT District 3 Districtwide Miscellaneous Structures Design Master Contract for Florida Panhandle Bridges.

LLOYD PITTS, PE | STRUCTURAL DESIGN

Mr. Pitts has over 38 years of structural engineering experience. He is responsible for the design and preparation of plans for a wide range of structural engineering projects, including bridges, docks/piers, buildings and utility design. His local experience includes the Inspection Services Contract for the Navarre Beach Fishing Pier for SRC and Local Bridge Inspection and Scour for FDOT District 3.

LYNN CHERRY (CDCS) | PUBLIC INVOLVEMENT

Ms. Cherry has more than 18 years of experience providing public involvement services to clients throughout Northwest Florida. Her extensive experience includes working hand in hand with Volkert on the Navarre Community Access Road Feasibility Study in SRC, several FDOT District 3 PD&E projects including US 331, US 319, West Bay Parkway, US 98 Back Beach Road, Pensacola Intersection, Quincy Loop South, I-10 CR 4, SR 20 Trammell Bridge, SR 373 and I-10.

JEFF HELMS, PE (M&N) | SAFETY ANALYSIS/CRASH DATA, PUBLIC INVOLVEMENT ASSISTANCE

Mr. Helms has more than 35 years of professional engineering experience in project development, public involvement coordination, utility coordination, preliminary and final plans preparation, geometric design, and stormwater drainage design for major civil engineering design projects. He recently served as PM for the Whiting Aviation Park Phase I design project.

KEVIN ABEL, PE (M&N) | SAFETY ANALYSIS/CRASH DATA

Kevin Abel is an experienced transportation engineer and project manager, and has successfully performed work in traffic engineering, roadway planning, National Environmental Policy Act studies, roadway design, preparation of construction plans, erosion control plan preparation and inspection, field surveys, and data gathering.

JASON RIPLEY (M&N) | SAFETY ANALYSIS/CRASH DATA

Mr. Ripley has 18 years of experience and specializes in design and permitting for FDOT roadway, airport, and municipal projects. He also has extensive experience in land development with an emphasis on stormwater management. Mr. Ripley was the lead drainage and permit engineer on the Whiting Aviation Park Phase I now under construction.

ZACKARY STUHR, PE (M&N) | SAFETY ANALYSIS/CRASH DATA

Mr. Stuhr has 15 years of experience. He recently served as lead civil engineer and engineer-of-record (EOR) for the Whiting Aviation Park Phase I design effort. He also assisted with the Escambia County Southwest Sports Complex design and CADD production work. Mr. Stuhr also served as civil engineer for the Patterson Lane/Pace Lane and Settler's Colony Hazard Mitigation Grant Program projects for SRC and was EOR for the recently constructed Corrine Jones Regional Park.

PATRICK JEHLE, PE (M&C) | UTILITY COORDINATION

Mr. Jehle has 15 years of experience in Civil Engineering project design and management. He has served as Utility Coordinator on public roadway and infrastructure improvement projects, including his current efforts for an FDOT District 3 design-build capacity project in SRC. He has also served as the prime design engineer of record on multiple FDOT District 3 projects including 3R for SR 397 from SR 85 to SR 189 in Okaloosa County and 3R for SR 30 from SR 298 to West of SR 173 in Escambia County.

GLENN HALSTEAD, PE (M&C) | UTILITY COORDINATION

Mr. Halstead has more than 36 years of experience leading utility projects for water, sewer, reclaimed water and utility master planning. He has designed new curbed roadways and sidewalks, sanitary sewer collection and conveyance systems, stormwater collection conveyance and treatment facilities, and upgraded and reconstructed all utility infrastructure within existing developments.

DAVID ANDERSON, PE | TRAFFIC FORECASTING/CORRIDOR ANALYSIS (HSA)

Dave Anderson has over 40 years of experience in planning, traffic engineering and design. He has experience in transportation planning and operational analysis, including travel demand forecasting, and corridor analysis using modeling techniques. Mr. Anderson has managed the FDOT District 3 Traffic Operations Studies contract and has completed over 200 traffic studies over a three-year period. He has completed safety studies, pedestrian studies and highway lighting justifications for FDOT projects. He has performed traffic and safety analysis for PD&E studies using current and projected traffic and safety data.

MICHAEL CLELAND, AICP, PTP | TRAFFIC FORECASTING/CORRIDOR ANALYSIS (HSA)

Mr. Cleland has 33 years of transportation planning experience, including multi-year traffic counting inventory programs for FDOT. Mr. Cleland has developed traffic forecasts for FDOT PD&E, feasibility studies and design projects. He is proficient in Cube/FSUTMS software for travel demand modeling, as well as FDOT's Excel-based programs for historical trend analysis, ESAL development, and the TURNS5 program for developing design hour turn volumes.

STEVE RABBYSMITH, MA, RPA | CULTURAL RESOURCES (SEARCH)

Mr. RabbySmith has more than 25 years of experience in various aspects of cultural resource management, including all phases of prehistoric and historic archaeological field investigations, historic architectural surveys, artifact analysis, historic research and cultural resources disaster preparation and mitigation. His recent experience includes providing a Phase I Cultural Resource Assessment Survey for the SR 85 PD&E Study for FDOT District 3.

BRYAN HERLING, MA, MDS | CULTURAL RESOURCES (SEARCH)

Mr. Herling has six years of experience with architectural history, including conducting architectural surveys, cultural landscape surveys and historical research. He is familiar with Sections 106 and 110 of the National Historic Preservation Act of 1966 and NEPA requirements including field documentation of a wide range of resource types, background research, National Register determinations of eligibility and historic context studies.

WILLIAM LAWRENCE, PE (NOVA) | GEOTECHNICAL

Mr. Lawrence has over 24 years of experience in geotechnical engineering, subsurface exploration/drilling and construction materials testing services. He has performed geotechnical explorations for single- and multi-storied structures. Typical projects have included residential structures, commercial, heavy industrial and aerospace developments along with education and governmental facilities.

JESSE JAMES, EI (NOVA) | GEOTECHNICAL

Mr. James is the Assistant Branch Manager with NOVA's Gulf Coast Operations. He has a Bachelor's Degree in Civil Engineering and is currently providing Geotechnical Engineering and Construction and Materials Testing from their Pensacola location. He has provided geotechnical services locally for SRC, including the Navarre Parkway, Pine Blossom Road Drainage Improvements, Judicial Center, Industrial Park, and several school building additions.

ABILITY TO MEET TIME REQUIREMENTS

Volkert's current workload allows us to fully staff this project with the personnel shown immediately upon notice to proceed. Volkert is committed to meeting schedules and deadlines on every project through realistic planning during the preliminary phase of the project, and producing a written schedule (usually in Microsoft Project or CPM/bar graph form). The project Team meets regularly to discuss known problem areas and potential future issues and concerns, and develops solutions to monitor and maintain progress relative to the schedule. **Will Sloup, PE**, Volkert's Project Manager, will be in direct communication with the assigned SRC Project Manager and keep him abreast of any schedule issues and solutions.

**MICHAEL WARNKE, PE, ENV SP
PRINCIPAL-IN-CHARGE, ALTERNATE PM**



YEARS OF EXPERIENCE

- 26 years total
- 7 years with Volkert

PROFESSIONAL LICENSES

- Professional Engineer, FL No. 64091, 2006; AL No. 28976, 2007; MS, No. 18544, 2008

EDUCATION

- BSCE, Florida State University, 1996

TRAINING/CERTIFICATIONS

- Envision™ Sustainability Professional, Institute for Sustainable Infrastructure (ISI) 2015
- DHS/FEMA Badge No. 2B5F02280A, 2017-2022

Mr. Warnke has 26 years of professional engineering experience in the Florida panhandle and has served as a Project Manager for numerous environmental restoration and improvement projects. He assists with engineering studies and the development of design and construction plans and is responsible for scheduling, budgeting, design oversight, coordination and client relations. He is certified as an Envision Sustainability Professionals (ENV SP) as well as a Contractor Quality Management by the U.S. Army Corps of Engineers.

PROJECT EXPERIENCE

Navarre Community Access Road Feasibility Study, Santa Rosa County, FL. Mr. Warnke served as Project Manager. The project consisted of the redevelopment of existing and proposed corridors between Edgewood Drive and Whispering Pines Blvd, north of US 98, for the purpose of developing and evaluating alternative corridors to increase the safe and efficient movement of people. Proposed improvements included updated typical sections and links between exiting roadways in order to support all modes of transportation including roadway capacity, bicycle and pedestrian movements. The ultimate typical sections included the redevelopment of existing typical sections to include travel lane improvements, drainage improvements, pedestrian facility improvements and recommendations on possible intersection improvements. The project required coordination with SRC, utility providers, stakeholders, the Florida Department of Environmental Protection and the Northwest Florida Water Management District.

Feasibility Study, PD&E Study, and Preliminary and Final Design for SR 30 (US 98) at SR 368 (23rd Street), FDOT District 3. Mr. Warnke served as Project Manager. Volkert was responsible for the PD&E study that included the evaluation of a grade separation of the major conflicting vehicular movements and grade separation of vehicular traffic from the railroad. The project included collecting and analyzing data related to engineering (geometrics, traffic studies, cost estimates) and environmental (air, noise, wetlands, contamination, biological impacts, social impacts) features that would be involved in the proposed improvements. Conceptual plans were developed as well as engineering and environmental reports that included traffic analysis, requirements for preliminary design, typical sections, preliminary bridge design, preliminary roadway design, hydraulics reports, environmental impacts, EA/FONSI, and cost estimates for the alternatives. Post design services included modifications to design to allow for staged construction of bridges and the relocation of utilities as well as minor modifications to the design after construction began.

SR 20 Trammell Bridge PD&E Study, Calhoun County, FL, FDOT District 3. Mr. Warnke serves as Principal-in-Charge on this project. The intent of the PD&E study is to evaluate multiple alternatives relative to the future of the Westbound Old Trammell Bridge and how these alternatives will impact motor vehicle and navigation activities along the project area, as well as identify how the bridge provides service to the local community area.

I-10 PD&E Study, Santa Rosa County, FL, FDOT District 3. Mr. Warnke serves as Principal-in-Charge for this project. This project begins at the Avalon Boulevard interchange and continues eastward to east of the Log Lake Road interchange. This PD&E study is evaluating the expansion of I-10 from four to six lanes. This project is needed to increase hurricane evacuation capacity and to enhance freight mobility to support existing major regional employers and to prepare for economic development within the corridor. Proposed project alternatives will provide a direct link to multiple ongoing and proposed widening and interchange projects on I-10 and major north-south roads. This study will evaluate adding capacity on I-10 by widening the roadway from four to six lanes from east of Avalon Boulevard to the Okaloosa County line in Santa Rosa County and from the Santa Rosa County line to west of Log Lake Road in Okaloosa County. The total distance of this study is approximately 24 miles. Interchange improvements will be evaluated as necessary.

Pea Ridge Connector Design, Santa Rosa County, FL, Santa Rosa County Board of Commissioners. Mr. Warnke served as Project Manager. Volkert was responsible for the development of planning and design for the connector roadway which consists of the design of a two-lane divided rural roadway section and a four-lane divided rural section along the designated R/W with a design speed of 35 mph. SRC chose whether to build the two-lane section or four-lane section based on traffic studies, recommendations and budget. The roadway included turn lanes to accommodate schools and future development needs and signalized intersections where necessary. The project involved planning, surveying, geotechnical services, traffic engineering, utility design/coordination, environmental permitting, drainage analysis/improvements, signal design, complete design plans, property acquisition assistance, value engineering study, construction estimates and bidding assistance.

**WILL SLOUP, PE
PROJECT MANAGER**

YEARS OF EXPERIENCE

- 36 years total
- 2 years with Volkert

PROFESSIONAL LICENSES

- Professional Engineer, Florida No. 44145, 1991

EDUCATION

- BSCE, University of Central Florida, 1986

ASSOCIATIONS

- American Society of Civil Engineers (ASCE)



Mr. Sloup has 35 years of knowledge and insight to the management of numerous engineering disciplines, technical planning and production experience. His specific expertise is Project Development and Environment (PD&E) Studies conducted in compliance with the National Environmental Policy Act (NEPA), state laws and regulations. Mr. Sloup has managed various PD&E class of actions including Environmental Impact Statements (EIS), Environmental Assessments (EA), Categorical Exclusions (CE), State Environmental Impact Reports (SEIR), Project Environmental Impact Reports (PEIR) and produced both Interchange Justification and Modification Reports.

PROJECT EXPERIENCE

I-10 PD&E Study, Santa Rosa County, FL, FDOT District 3. Mr. Sloup is serving as Senior Technical Advisor. This project begins at the Avalon Boulevard interchange and continues eastward to east of the Log Lake Road interchange. This PD&E study is evaluating the expansion of I-10 from four to six lanes. This project is needed to increase hurricane evacuation capacity and to enhance freight mobility to support existing major regional employers and to prepare for economic development within the corridor. Proposed project alternatives will provide a direct link to multiple ongoing and proposed widening and interchange projects on I-10 and major north-south roads. This study will evaluate adding capacity on I-10 by widening the roadway from four to six lanes from east of Avalon Boulevard to the Okaloosa County line in Santa Rosa County and from the Santa Rosa County line to west of Log Lake Road in Okaloosa County. The total distance of this study is approximately 24 miles. Interchange improvements will be evaluated as necessary.

I-75 Widening PD&E Study from Florida's Turnpike (SR 91) to SR 200, FDOT District 5. Mr. Sloup is serving as Senior Technical Advisor to develop and evaluate mainline widening and interchange alternatives that satisfy future year (2050) travel demand and improve safety along this section of I-75. The need for the project is based on transportation demand, capacity and safety. This project involves the widening of I-75/SR 93 from Florida's Turnpike (SR 91) to SR 200 for approximately 22 miles within Sumter and Marion counties. The project includes the reconstruction of four interchanges within the project limits at Florida's Turnpike, SR 44, CR 484 and SR 200. The scope of work for this study includes the traffic analysis for I-75 from Florida's Turnpike to CR 234, a distance of approximately 45 miles. Potential improvement alternatives may involve the evaluation of managed lanes including truck only lanes and a variety of finance options.

Southport Connector Expressway (SPCE) PD&E Study, Central Florida Expressway Authority. Mr. Sloup is serving as a Senior Technical Advisor. The initial western 3.5 miles of the SPCE begins along Cypress Parkway where the Poinciana Parkway ends and is co-located with the existing Cypress Parkway. East of Pleasant Hill Road, the SPCE continues across open range land on new alignment for approximately 11 miles to Canoe Creek Road near Lake Gentry. A new systems interchange is proposed with Florida's Turnpike.

SR 87 Connector PD&E Study from SR 87S to SR 87N, Santa Rosa County, FL, FDOT District 3. Mr. Sloup served as Project Manager for this EIS which provides direct continuity and a bypass of downtown Milton on a new alignment. The study area (6.5 miles) contained critical habitat for endangered species, floodplains, and Forever Florida Trust Lands, among other environmentally sensitive areas. The project provided a new bridge crossing the Blackwater River, one of Florida's Outstanding Waterways (OFW) and its entire floodplain. The selected corridor was able to minimize environmental impacts to the greatest extent possible.

US 90 from the Intersection of Glover Lane to SR 87S PD&E Study, Santa Rosa County, FL, FDOT District 3. Mr. Sloup served as Project Manager for this Environmental Assessment (EA) for the widening from two to four lanes and rehabilitation or supplementing the existing roadway with a parallel new alignment, for the US 90 roadway. The purpose of increasing capacity had to address minimizing impacts to the downtown Milton Historic District. Concept included a new bridge over the Blackwater River (OFW) and the relocation of a building constructed in 1877.

SR 292 from Blue Angel to Navy Blvd PD&E Study, Escambia County, FL, FDOT District 3. Mr. Sloup served as Project Manager for this Type II CE for the expansion of 5.2 miles of a two-lane rural arterial to a four-lane divided urban arterial. The project addressed capacity deficiencies, safety issues, access management and intersection improvements.

Scott Golden, PE QA/QC, Drainage Design

YEARS OF EXPERIENCE

- 33 years total
- 6 years with Volkert

PROFESSIONAL LICENSE

- Professional Engineer, Florida No. 46604, 1993

EDUCATION

- BSCE University of Tennessee, 1988



Mr. Golden has more than 33 years of experience as a Design Engineer with expertise in transportation planning, roadway and drainage design, project management and FDOT processes and procedures. He is knowledgeable in traffic operations, construction and maintenance techniques and operations, project scheduling, surveying and right of way mapping and administration (acquisitions). He has served as FDOT District Design Engineer (DDE) where he served as the District Americans with Disabilities Act (ADA) coordinator, Chaired the Interchange Review Committee and the District Access Management Committee for FDOT District 3 in the Florida Panhandle. As the DDE, he also oversaw hundreds of FDOT design projects ranging from multi-lane re-construction projects, bridge replacements, resurfacing, restoration and rehabilitation (RRR), to safety and enhancement projects.

PROJECT EXPERIENCE

District Wide Drainage Design Contract, Chipley, FL, FDOT District 3. Mr. Golden is the Project Manager and is assigned task orders for a wide variety of drainage projects. The purpose of this contract was to augment and support District 3. The Volkert Team has been assigned multiple Task Work Orders (TWO) including: Review of Plans and Documents, Drainage Assessments, Drainage Complaint File, various drainage studies, drainage design supporting FDOT in-house roadway design, outfall design and post design services.

SR 30 (US 98) at SR 368 (23rd Street) Final Design, Panama City, FL, FDOT District 3. Mr. Golden served as Roadway Project Manager for Post Design Services. Volkert was responsible for the PD&E study that included the evaluation of a grade separation of the major conflicting vehicular movements and grade separation of vehicular traffic from the railroad. The project included collecting and analyzing data related to engineering (geometrics, traffic studies, cost estimates) and environmental (air, noise, wetlands, contamination, biological impacts, social impacts) features that would be involved in the proposed improvements. Conceptual plans were developed as well as engineering and environmental reports that included traffic analysis, requirements for preliminary design, typical sections, preliminary bridge design, preliminary roadway design, hydraulics reports, environmental impacts, EA/FONSI, and cost estimates for the alternatives. Post design services included modifications to design to allow for staged construction of bridges and the relocation of utilities as well as minor modifications to the design after construction began.

SR 20 Trammell Bridge PD&E Study, Calhoun County, FL, FDOT District 3. Mr. Golden serves as the Consultant Project Manager. The intent of this study is to evaluate multiple alternatives relative to the future of the SR 20 Apalachicola River Bridge No. 470029 (Westbound Old Trammell Bridge) and how these alternatives will impact motor vehicle and navigation activities along the project area, as well as identify how the bridge's function provides service to the local community area.

I-10 PD&E Study, Santa Rosa County, FL, FDOT District 3. Mr. Golden served as Project Manager. This project begins at the Avalon Boulevard interchange and continues eastward to east of the Log Lake Road interchange. This PD&E study is evaluating the expansion of I-10 from four to six lanes. This project is needed to increase hurricane evacuation capacity and to enhance freight mobility to support existing major regional employers and to prepare for economic development within the corridor. Proposed project alternatives will provide a direct link to multiple ongoing and proposed widening and interchange projects on I-10 and major north-south roads. This study will evaluate adding capacity on I-10 by widening the roadway from four to six lanes from east of Avalon Boulevard to the Okaloosa County line in Santa Rosa County and from the Santa Rosa County line to west of Log Lake Road in Okaloosa County. The total distance of this study is approximately 24 miles. Interchange improvements will be evaluated as necessary.

PD&E Study for SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection, Pensacola, FL, FDOT District 3. Mr. Golden served as QA/QC Manager. This project was to analyze and assess capacity needs and improve the flow of traffic. Volkert's services include environmental and engineering studies, traffic analysis and simulations, including consideration of all social, economic, environmental effects, and mitigation as required by the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans and public meetings required for a PD&E Study.

JASON GOFFINET, REPA ENVIRONMENTAL

YEARS OF EXPERIENCE

- 23 years total
- 14 years with Volkert

EDUCATION

- BS, Biology, Ohio Northern University, 1995
- BS, Environmental Science, Ohio Northern University, 1995

CERTIFICATIONS/TRAINING

- Registered Environmental Property Assessor (REPA), No. 6309, 2007

TRAINING/CERTIFICATIONS

- FDOT Traffic Noise Analysis Certificate #175
- USDOT, NHI Documenting NEPA and Transp. Decision Making
- FDOT Efficient Transp. Decision-Making (ETDM); BT-19-0045



Mr. Goffinet has 23 years of extensive experience in preparing environmental documentation for large-scale transportation projects in accordance with NEPA. Mr. Goffinet has completed NEPA documents for transportation projects addressing Section 4(f), Section 6(f), Section 106, Section 7, wetlands, cultural resources, protected species, hazardous material sites, noise levels, and air quality issues. His experience includes the preparation of Environmental Impact Statements (EIS); Environmental Assessments (EA); Categorical Exclusions; corridor/feasibility studies; noise impact assessments; air quality assessments; socio-economic studies and Environmental Justice analyses.

PROJECT EXPERIENCE

Navarre Community Access Road Feasibility Study, Santa Rosa County, FL. Mr. Goffinet served as Environmental Scientist. The project consisted of the redevelopment of existing and proposed corridors between Edgewood Drive and Whispering Pines Blvd, north of US 98, for the purpose of developing and evaluating alternative corridors to increase the safe and efficient movement of people. Proposed improvements included updated typical sections and links between exiting roadways in order to support all modes of transportation including roadway capacity, bicycle and pedestrian movements. The ultimate typical sections included the redevelopment of existing typical sections to include travel lane improvements, drainage improvements, pedestrian facility improvements and recommendations on possible intersection improvements. The project required coordination with SRC, utility providers, stakeholders, the Florida Department of Environmental Protection and the Northwest Florida Water Management District.

Re-Evaluation of a PD&E Study for the SR 30 (US 98) Pensacola Bay Bridge Project in Pensacola, FL, FDOT District 3. Mr. Goffinet served as Environmental Project Manager and Air Analyst. Volkert analyzed and assessed capacity needs and ways to improve the flow of traffic through the Gregory Street and Bayfront Parkway at the 17th Avenue Intersection. The goal was to obtain a level of service of "D" or higher. Volkert's services included environmental and engineering studies, traffic analysis and simulations as it relates to all social, economic, environmental effects and mitigation as required by the PD&E Manual. Volkert also completed environmental documentation, engineering reports, developed preliminary plans and conducted public meetings. Mr. Goffinet was responsible for the NEPA documentation, air and noise analyses. He prepared the documents using FDOT's SWEPT program. The re-evaluation was approved in 2017.

Re-Evaluation of a PD&E Study along SR 30 (US 98), Pensacola, FL, FDOT District 3. Mr. Goffinet served as Environmental Scientist, NEPA Practitioner and Noise and Air Analyst providing environmental services for a NEPA compliant re-evaluation. Noise and air impacts had increased due to development of sensitive land uses adjacent to the right-of-way. The air analysis was updated relative to the current procedures. For the noise analysis, a total of 104 noise receptor sites representing over 200 noise sensitive land uses were modeled using TNM 2.5. Noise measurements were collected on multiple occasions for validation. The feasibility and effectiveness of noise barriers was evaluated at eight locations using detailed survey and final roadway design information. The review found the noise barriers feasible and reasonable at four locations.

SR 30 (US 98) from Bayshore to Portside Drive Widening, Santa Rosa County, FL, FDOT District 3. Mr. Goffinet served as Noise Analyst for a re-evaluation of a previously completed PD&E study that extended from the southern terminus of the Pensacola Bay Bridge in Gulf Breeze, FL, to the main gate of Hurlburt Field, an approximate distance of 25 miles. Volkert's responsibilities included evaluation of the design traffic and traffic operations studies conducted during the original study and updating those studies based on the current LRTP. Volkert performed environmental services required for a NEPA reevaluation, including consideration of all social, economic, environmental effects as required by the FHWA and/or the PD&E Manual. Noise impacts had increased due to the development of noise-sensitive land uses adjacent to the right-of-way. Noise sensitive land uses along the corridor included but were not limited to hundreds of single-family residences, several multi-family developments, day care centers, retirement communities and five churches. A total of 104 receptor sites representing over 200 noise sensitive land uses were modeled. Noise measurements were also collected at multiple occasions for validation purposes. Noise barriers were evaluated at eight locations using detailed survey and final roadway design information for the proposed Build Alternative. The review found that construction of noise barriers is feasible and reasonable at four locations for the proposed Build Alternative. Public involvement during the design phase of this project will also be considered in whether recommended noise barriers will be constructed. Mr. Goffinet conducted the modeling using TNM Version 2.5 and wrote the noise assessment report. The initial noise analysis was conducted in 2010. A final design addendum was completed 2014.

ARTHUR HOOKS, PE ROADWAY DESIGN

YEARS OF EXPERIENCE

- 20 years total
- 3 years with Volkert

PROFESSIONAL LICENSE

- Professional Engineer, Florida No. 66355

EDUCATION

- BS, Environmental Management, Louisiana State University, 1994

TRAINING/CERTIFICATIONS

- FDOT Storm Drain Design
- FDOT Specification Package Preparation
- FDOT Maintenance of Traffic
- MicroStation
- AutoCAD
- Geopak
- Inroads
- Civil 3D



Ms. Warren has more than 20 years of experience. This experience includes over 14 years of environmental management and permitting for public and private sector work in Northwest Florida. Her environmental experience includes development feasibility assessments, wetlands functional assessments, listed species assessments, submerged aquatic vegetation assessments, wetlands and listed species permitting, compensatory mitigation planning, and permit compliance associated with transportation, residential, commercial and institutional developments, and marinas.

PROJECT EXPERIENCE

Navarre Community Access Road Feasibility Study, Santa Rosa County, FL. Mr. Hooks served as Project Engineer. The project consisted of the redevelopment of existing and proposed corridors between Edgewood Drive and Whispering Pines Blvd, north of US 98, for the purpose of developing and evaluating alternative corridors to increase the safe and efficient movement of people. Proposed improvements included updated typical sections and links between exiting roadways in order to support all modes of transportation including roadway capacity, bicycle and pedestrian movements. The ultimate typical sections included the redevelopment of existing typical sections to include travel lane improvements, drainage improvements, pedestrian facility improvements and recommendations on possible intersection improvements. The project required coordination with SRC, utility providers, stakeholders, the Florida Department of Environmental Protection and the Northwest Florida Water Management District.

SR 20 Trammell Bridge PD&E Study, Calhoun County, FL, FDOT District 3. Mr. Hooks serves as EOR and Project Engineer on this project. The intent of the PD&E study is to evaluate multiple alternatives relative to the future of the Westbound Old Trammell Bridge and how these alternatives will impact motor vehicle and navigation activities along the project area, as well as identify how the bridge provides service to the local community area.

I-10 PD&E Study, Santa Rosa County, FL, FDOT District 3. Mr. Hooks serves as EOR and Project Engineer for this project. This project begins at the Avalon Boulevard interchange and continues eastward to east of the Log Lake Road interchange. This PD&E study is evaluating the expansion of I-10 from four to six lanes. This project is needed to increase hurricane evacuation capacity and to enhance freight mobility to support existing major regional employers and to prepare for economic development within the corridor. Proposed project alternatives will provide a direct link to multiple ongoing and proposed widening and interchange projects on I-10 and major north-south roads. This study will evaluate adding capacity on I-10 by widening the roadway from four to six lanes from east of Avalon Boulevard to the Okaloosa County line in Santa Rosa County and from the Santa Rosa County line to west of Log Lake Road in Okaloosa County. The total distance of this study is approximately 24 miles. Interchange improvements will be evaluated as necessary.

PD&E Study for SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection, Pensacola, FL for FDOT District 3. Mr. Hooks served as a Project Engineer for this project. Volkert analyzed and assessed capacity needs and ways to improve the flow of traffic through the 17th Avenue intersection. The goal was to obtain a level of service of "D" or higher. Volkert's services included environmental and engineering studies, traffic analysis and simulations, as it relates to all social, economic, environmental effects, and mitigation as required by the PD&E Manual. Volkert also completed environmental documentation, engineering reports, developed preliminary plans and conducted public meetings.

SR 30A (US 98) Widening (CRA 4.3) for Panama City Beach, FL. Mr. Hooks is the Project Manager and Engineer of Record for the widening of SR 30A from SR 392A to Richard Jackson Blvd (approx.. 2 miles). SR 30A is being widened from a two lane rural roadway to a divided four lane roadway urban typical section that incorporates combined tram and bicycle lanes as well as sidewalks. This widening includes drainage, relocation of utilities, traffic signal and pedestrian crossing updates, design of fiber optics for the connectivity of traffic signals as well as interactive lighting, wayfinding and information signage.

JEFF HELMS, PE
SAFETY ANALYSIS/CRASH DATA, PUBLIC INVOLVEMENT

YEARS OF EXPERIENCE

- 35 years total

PROFESSIONAL LICENSE

- Professional Engineer, Florida No. 46322, 1993, Professional Engineer, Alabama No. 19023, 1992

EDUCATION

- BSCE University of Florida, 1985



TRAINING/CERTIFICATIONS

- FDOT Advanced Maintenance of Traffic
- FDEP Qualified Stormwater Management Inspection #1986

AFFILIATIONS

- American Society of Civil Engineers
- Florida Engineering Society
- National Society of Professional Engineers



Mr. Helms has more than 35 years of professional engineering experience in project development, public involvement coordination, utility coordination, preliminary and final plans preparation, geometric design, and stormwater drainage design for major and minor highway/roadway plans and municipal civil engineering design projects. Mr. Helms has been heavily involved in the northwest Florida community, serving as past chair of the Florida's Great Northwest economic development organization, past board member of TEAM Santa Rosa, and past board member for the Pensacola Bay Area Chamber of Commerce. Mr. Helms is a former board member for the Aerospace Alliance, past chairman of the Governance Council for the Workforce Innovation in Regional Economic Development (WIRED) initiative, past chairman of Santa Rosa County's District 5 Recreation Advisory Board, and appointed member of the Santa Rosa County Economic Development Transition Committee.

PROJECT EXPERIENCE

Navarre Community Access Road Feasibility Study, Santa Rosa County, FL. Helms served as Structural Designer and provided public involvement services on this project. The project consisted of the redevelopment of existing and proposed corridors between Edgewood Drive and Whispering Pines Blvd, north of US 98, for the purpose of developing and evaluating alternative corridors to increase the safe and efficient movement of people. Proposed improvements included updated typical sections and links between exiting roadways in order to support all modes of transportation including roadway capacity, bicycle and pedestrian movements. The ultimate typical sections included the redevelopment of existing typical sections to include travel lane improvements, drainage improvements, pedestrian facility improvements and recommendations on possible intersection improvements. The project required coordination with SRC, utility providers, stakeholders, the Florida Department of Environmental Protection and the Northwest Florida Water Management District.

Whiting Aviation Park Phase I, Santa Rosa County, Florida. Project manager for engineering services for this 267-acre planned commercial/industrial park adjacent to South Field at Naval Air Station Whiting Field. Services provided include detailed field review, engineering design and feasibility, site development, roadway and utility design, stormwater drainage infrastructure, and permitting. All services are being provided on an expedited schedule.

Pea Ridge Connector, Santa Rosa County, Florida. M&N project manager for drainage design, modeling, and permitting for planning and engineering services for a new 1.7-mile connector road from US 90 to Hamilton Bridge Road in the Pea Ridge area of SRC. As a subconsultant to Volkert, M&N is providing all drainage design for the project in an expedited timeframe. Metron Estates Drainage Design, SRC, Florida. Project manager. As a subconsultant to Pegasus, providing technical plans review, hydrologic and hydraulic review, and property owner coordination. This \$3.5 million Hazard Mitigation Grant Program (HMGP) project involves improvements to the Metron Estates Drainage Basin, a 118-acre area that includes two subdivisions. Improvements are necessary to alleviate repetitive roadway and yard/structural flooding during 100-year (or greater) storm events.

SR 61 (US 319) Thomasville Road from Tallahassee Drive to Timberwolf Crossing, Tallahassee, Florida. Project manager for resurfacing, restoration, and rehabilitation (3R) project for Florida Department of Transportation (FDOT) District 3. Project consists primarily of resurfacing SR 61 from Tallahassee Drive to Timberwolf Crossing. Roadway ranges from six to four lanes throughout the length of the project, in addition to bike lanes. SR 61 is a designated strategic intermodal system highway facility—a network of transportation facilities important to the state's economy and mobility—as well as a hurricane evacuation route.

Coast to Coast Trail—Orange County Gap, Orange County, Florida. Quality control reviewer for the design of the Orange County Gap (Section 2) of the Coast to Coast Trail in northwest Orange County—a 3.9-mile section from the Hiawasse Road/Clarcona-Ocoee Road intersection to the junction of US 441/SR 414. Project includes the design of trail geometry, ramp widening, milling and resurfacing, drainage design, minor structure design, the design of special pedestrian accommodations during construction, a roadway lighting impact evaluation, signal upgrades, permitting, utility coordination, public involvement, and trail signing/marketing design.

MICHAEL CLELAND, AICP, PTP
TRAFFIC FORECASTING/CORRIDOR ANALYSIS

YEARS OF EXPERIENCE

- 33 years total

EDUCATION

- Master of Public Administration, University of West Florida
- Bachelor of Science in Natural Resources, Ball State University

AFFILIATIONS/CERTIFICATIONS

- Member, American Institute of Certified Planners
- Member, American Planning Association (APA)
- Professional Transportation Planner, ITE Transportation Professional Certification Board



Mick has 33 years of experience in transportation planning in both the public and private sectors. His experience includes transportation planning and traffic analysis, transit planning, and comprehensive planning. Prior to joining HSA in 1991, Mick served on the staff of three MPO's in northwest Florida. He has extensive experience managing large-scale data collection and analysis projects for FDOT, with expertise in roadway master plans, project development and environment studies, traffic operations studies and transportation statistics.

PROJECT EXPERIENCE

Districtwide Annual Traffic Inventory, FDOT Chipley, FL. Mick serves as Project Manager for this multi-year, multi-task work order contract for conducting annual inventory of traffic counts for FDOT District Three. Services consist of conducting annual volume and classification traffic counts throughout the 16-county district. Over 2000 urban and rural 24-hour and 48-hour volume and classification counts are conducted each year. During some years, additional counts are conducted for Long-Range Transportation Plan Updates which requires several hundred counts within a two-week timeframe. HSA also provides planning support services such as Project Traffic Forecasting Reports on an as needed basis.

PD&E Study: SR 10 (US 90) from Escambia Co line to Glover Ln and from Glover Ln to SR 87, FDOT Chipley, FL. Under Mick's direction, HSA conducted all traffic counts (including 24-hour approach and eight-hour turning movement counts) at a total of 15 signalized intersections on US 90, developed all projected AADT volumes and peak hour turn volumes for the opening year and design year for the proposed widening of US 90 to a six-lane facility using the NW FL Regional Planning travel demand model.

Feasibility and PD&E Study SR 20 From Cat Mar Road to east of SR 79, FDOT Chipley, FL. Mick conducted all traffic analysis and documentation evaluating SR 20 as a potential four-lane arterial facility. HSA collected and analyzed existing traffic data and developed the Project Traffic Analysis Report, including forecasting project traffic to the 2045 design year. The Cube / FSUTMS model was used to determine anticipated growth rates. Projected AADTs and Design Hour Volumes were developed for detailed arterial and intersection capacity analysis using TURNS5, the FDOT Traffic Forecasting tool.

Design Traffic Analysis Reports, FDOT Chipley, FL. Mick has developed Design Traffic Analysis Reports for numerous FDOT roadway projects, including SR 10 PD&E in Santa Rosa County, SR 30 (US 98) in Santa Rosa County, and SR 87 in Santa Rosa County.

Santa Rosa County Judicial Center, Milton, FL. Traffic analysis was conducted by Mick to determine anticipated trips associated with a proposed judicial center on SR 281. Future traffic volumes were distributed to the surrounding roadway network considering all proposed access points. Access alternatives were analyzed and recommendations made regarding signalization and turn lanes.



Santa Rosa County

TAB 5 SIMILAR PROJECT EXPERIENCE AND REFERENCES

VOLKERT

EXPERIENCE WITH SIMILAR PROJECTS

Volkert’s qualifications address all the services anticipated for this contract based on the scope and experience associated with the improvements to Woodbine Road including capacity, circulation, interconnectivity, and multi-modal aspects. Volkert has completed numerous projects that encompassed planning, concept designs, R/W assessments, R/W acquisition, grant/funding assistance, traffic studies, capacity upgrades, intersection upgrades, safety upgrades, drainage design, multi-model improvements, signal design and interconnectivity improvements.

NAVARRE COMMUNITY ACCESS ROAD FEASIBILITY STUDY
Santa Rosa County Board Of Commissioners

1



This Joint Participation Agreement project (SRC and Florida Department of Transportation (FDOT) included the development and evaluation of alternative corridors to Highway 98 within existing developed neighborhoods and commercial areas to increase the safe and efficient movement of people and goods. Project included a pedestrian safety study, traffic data collection, evaluation and projections, development of corridors, evaluation of typical sections with recommended pedestrian improvements, analyzing and documenting impacts and making recommendations the for two most viable corridors

and a no-build option. Improvements will supported all modes of transportation including roadway capacity as well as bicycle and pedestrian movements. Volkert was responsible for project management, concept plans, typical section design, economic, social, cultural, natural and physical environment impact evaluation. Volkert also assisted the County with compliance with FDOT design standards and contract policies, procedures for NEPA compliance and the Advanced Notification process through the FDOT. The project was completed using funds available from a Joint Participation Agreement with FDOT.

Client	Santa Rosa Board of County Commissioners
Client Contact	Shawn Ward, AICP, Planning and Zoning Director, 850.981.7000 ShawnW@santarosa.fl.gov
Completion Date	Feasibility Study: 2019; Construction: N/A
Cost	Feasibility: \$402,261
Key Subconsultant Partners	M&N, Carpe Diem Community Solutions, SEARCH, HSA Consulting
Key Staff	Mike Warnke, PE, ENV SP; Arthur Hooks, PE; Malies Warren; Jason Goffinet, REPA

“Volkert approached the planning process with a high level of professionalism that has resulted in a quality plan that met our schedule and was completed under budget. Volkert’s coordination with the Florida Department of Transportation and the subconsultants on behalf of Santa Rosa County was extremely beneficial.”
Shawn Ward, AICP Planning and Zoning Director, Santa Rosa County Board of Commissioners.

FEASIBILITY STUDY, PD&E STUDY, AND PRELIMINARY AND FINAL DESIGN FOR SR 30 (US 98) AT SR 368 (23RD STREET)
FDOT District 3

2



The purpose of this project was to develop a plan that would reduce congestion by providing free-flow movements on US 98 over the Port of Panama City and Gulf Coast State College Intersection and the railroad. Volkert services have included a Feasibility Study, Project Development and Environmental (PD&E) Study, Preliminary and Final Design. The feasibility study was performed to evaluate alternatives to improve the flow of traffic at the intersection of US 98 & 23rd Street and to improve access to the Port of Panama City and Gulf Coast State College. The study developed improvements to complement the Hathaway Bridge design/build project and the Thomas Drive Interchange project. Considerable coordination with the Port and College was required.

The Project Development and Environmental (PD&E) study included the evaluation of a grade separation of the major conflicting vehicular movements and grade separation of vehicular traffic from the railroad. The project included collecting and analyzing data related to engineering (geometrics, traffic studies, cost estimates) and environmental (air, noise, wetlands, contamination, biological impacts, social impacts) features that would be involved in the proposed improvements. Also, included in the scope were survey services. Based on the PD&E Study, conceptual plans were developed as well as engineering and environmental reports that included traffic analysis, requirements for preliminary design, typical sections, preliminary bridge design, preliminary roadway design, hydraulics reports, environmental impacts, EA/FONSI, and cost estimates for the alternatives. The Preliminary and Final Design stage is approximately a mile in length and included both roadway and structural design services for a 4-lane, urban, grade-separated structures that will take US 98 over 23RD Street, provide for a grade separation over the railroad, and provide at-grade local intersections for access to the Port of Panama City and Gulf Coast State College. Volkert also provided structural design for the signal pole foundations and horizontal and vertical geometrics. The lighting design consisted of permanent lighting for the elevated roadways and underpass lighting.

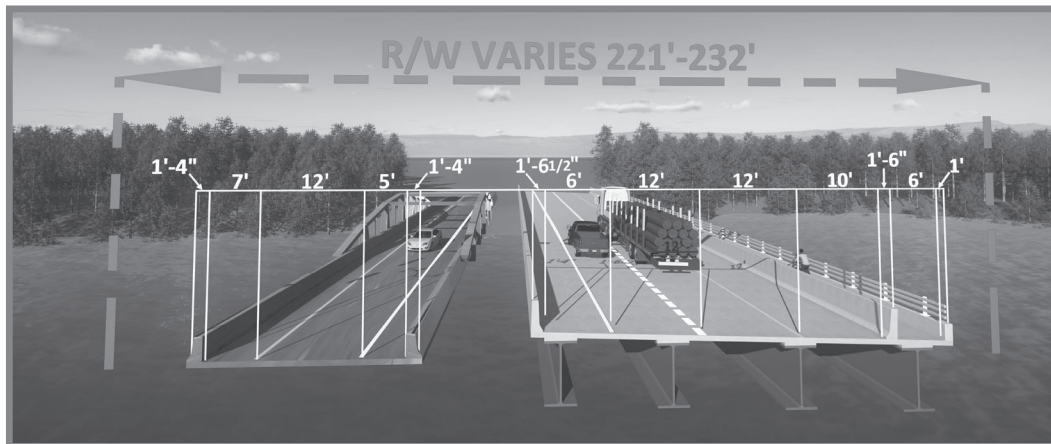


Client	HNTB
Client Contact	Dean Mitchell, PE, HNTB GEC PM for FDOT District 3; 850.415.9016; dmitchell@hntb.com
Completion Date	2020
Cost	Design: \$570,000, Construction Cost: \$73 million
Key Staff	Mike Warnke, PE, ENV SP; William Woodbery, PE; Scott Golden, PE

SR 20 TRAMMEL BRIDGE FEASIBILITY STUDY AND PD&E
FDOT District 3

3

The intent of the PD&E study is to evaluate multiple alternatives relative to the future of the Westbound Old Trammel Bridge and how these alternatives will impact motor vehicle and navigation activities along the project area, as well as identify how the bridge provides service to the local community area.

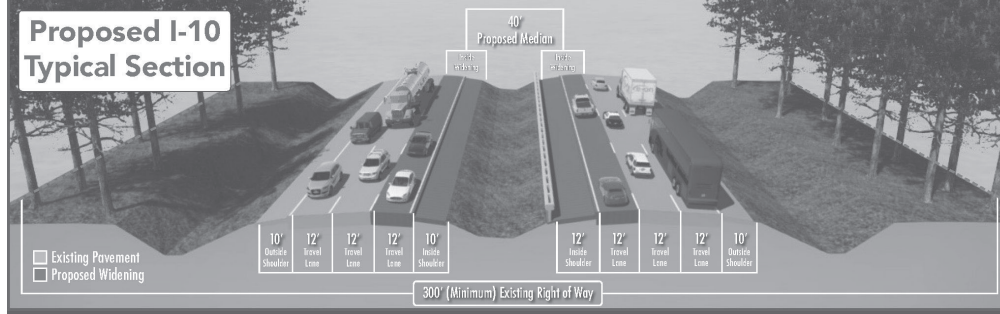


Client	FDOT District 3
Client Contact	Joy Swanson Pleas; 850.330.1505; joy.swansonpleas@dot.state.fl.us
Completion Date	Feasibility Study: 2019; PD&E: Spring 2022 (est)
Cost	Feasibility Study and PD&E: \$1.4 million
Key Subconsultant Partners	Carpe Diem Community Solutions
Key Staff	Mike Warnke, PE, ENV SP; Arthur Hooks, PE; Alan Jayroe, PE

I-10 FROM W OF AVALON BLVD TO E OF SR 85 PD&E
FDOT District 3

4

This project begins at the Avalon Boulevard interchange and continues eastward to east of the Log Lake Road interchange. This PD&E study is evaluating the expansion of I-10 from four to six lanes. This project is needed to increase hurricane evacuation capacity and to enhance freight mobility to support existing major regional employers and to prepare for economic development within the corridor. Proposed project alternatives will provide a direct link to multiple ongoing and proposed widening and interchange projects on I-10 and major north-south roads. This study will evaluate adding capacity on I-10 by widening the roadway from four to six lanes from east of Avalon Boulevard to the Okaloosa County line in Santa Rosa County and from the Santa Rosa County line to west of Log Lake Road in Okaloosa County. The total distance of this study is approximately 24 miles. Interchange improvements will be evaluated as necessary.

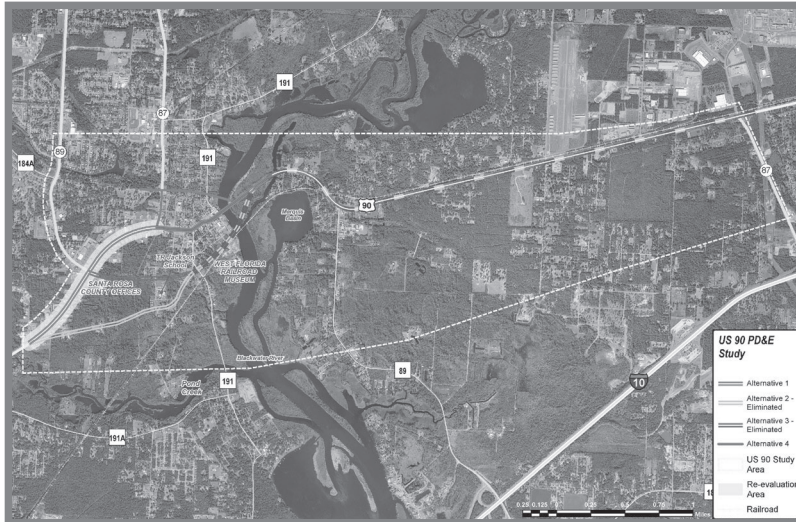


Client	FDOT District 3
Client Contact	Alan Vann, PE, Project Manager; 888.638.0250 Ext 1523; alan.vann@dot.state.fl.us
Completion Date	PD&E: August 2021
Cost	PD&E: \$1.3 million; Construction: N/A
Key Staff	Mike Warnke, PE, ENV SP; Will Sloup, PE; Arthur Hooks, PE; Billy Woodbery, PE; Alan Jayroe, PE; Jason Goffinet, REPA

US 90, FROM THE INTERSECTION OF GLOVER LANE TO SR 87S PD&E STUDY*
FDOT District 3

**Mr. Sloup's individual experience prior to Volkert*

5



This PD&E included widening US 90 from two to four lanes and rehabilitation or supplementing the existing roadway with a parallel new alignment, for the US 90 roadway. The purpose of increasing capacity had to address minimizing impacts to the downtown Milton Historic District. Concept includes a new bridge over the Blackwater River (OFW) and the relocation of a building constructed in 1877. The purpose and need of this study was to provide improvements regarding system linkage, multi-modalism, social demands, and safety along the existing US 90 Corridor. The project's goal was primarily to evaluate the potential for increasing the capacity for the east-west travel demands along US 90 in Milton.

Preferred "Build" Concept: Follows the existing US 90 alignment and includes capacity improvements to six lanes from Glover Lane to SR 87 North and four lanes from SR 87 North to SR 87 South.

Client	FDOT District 3
Client Contact	Iris Waters, Project Manager; 850.330.1625; iris.waters@dot.state.fl.us
Completion Date	PD&E: 2019
Cost	R/W and Construction: \$46 million
Key Staff	Will Sloup, PE





Santa Rosa County

TAB 6 REQUIRED DOCUMENTS AND FORMS

VOLKERT

CERTIFICATE OF INSURANCE

Client#: 25392

VOLKINCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Carly Underwood	
	PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No):	
	E-MAIL ADDRESS: carly.underwood@greyling.com	
INSURED Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile, AL 36602	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co	16535
	INSURER B : Everest National Ins Co	10120
	INSURER C : Allied World Surplus Lines Ins	24319
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: 21-21 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO013838006	11/01/2020	11/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP013837906	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			XC3CU00031201	11/01/2020	11/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N / A	WC013838106	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<input checked="" type="checkbox"/> Professional Liab incl Poll. Liab.			03129811	07/28/2021	07/28/2022	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Santa Rosa County Woodbine Road; RFP 21-055 EChumuckla Highway US 90 to Five Points Intersection Feasibility Study; SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS
 Santa Rosa County Board of County Commissioners is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.
 (See Attached Descriptions)

CERTIFICATE HOLDER Santa Rosa County Board of County Commissioners 6495 Caroline Street Suite C Milton, FL 32570-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>D.H. Collins</i>
---	--



VOLKERT, INC. PROFESSIONAL ENGINEERING LICENSE

Engineering firms registered with DBPR will no longer have to renew their registration, and there is no certificate or license to print.

Registered engineering companies must comply with requirements in [Section 471.023, Florida Statutes](#):

- A qualifying agent who leaves an engineering firm must notify the Board within 24 hours.
- The qualifying agent of a firm must notify the Board within 30 days of any changes to information in the firm’s initial registration application.
- If the qualifying agent leaves the firm and was the only qualifying engineer for the business, the firm may no longer provide engineering services in Florida and must be qualified by another Professional Engineer within 60 days if it wishes to resume offering engineering services. FBPE or the Florida Engineers Management Corporation may authorize a temporary qualifying engineer for no more than 60 days in order to proceed with incomplete contracts.

The qualified business organization registration also applies to out-of-state firms seeking to temporarily perform engineering services in Florida.

Register an engineering firm at myfloridalicense.com

If you have any questions, please contact the Board office at [\(850\) 521-0500, ext. 110](tel:(850)521-0500) or kanderson@fbpe.org.

REGISTRATION INSTRUCTIONS



Florida dbpr		DBPR ONLINE SERVICES		
<p>Log On</p> <p>Search for a Licensee Apply for a License View Application Status Find Exam Information File a Complaint AB&T Delinquent Invoice & Activity List Search</p>		<p>Home</p> <p>Data Contained In Search Results Is Current As Of 04/09/2021 01:41 PM.</p> <p>Search Results Please see our glossary of terms for an explanation of the license status shown in these search results. For additional information, including any complaints or discipline, click on the name.</p>		
License Type	Name	Name Type	License Number/ Rank	Status/Expires
Real Estate Branch Office	VOLKERT INC	Primary	BO2032399 RE Branch Office	Current, Active 09/30/2021
	<p>License Location Address*: 1408 N WESTSHORE BLVD SUITE 600 TAMPA, FL 33607</p> <p>Main Address*: P.O. BOX 7434 MOBILE, AL 36670-0434</p>			
Real Estate Corporation	VOLKERT INC	Primary	CQ1030599 RE Corp.	Current, Active 09/30/2021
	<p>License Location Address*: 11 NORTH WATER STREET MOBILE, AL 36602</p> <p>Main Address*: P.O. BOX 7434 MOBILE, AL 36670-0434</p>			

VOLKERT, INC. STATE OF FLORIDA BUSINESS REGISTRATION

State of Florida

Department of State

I certify from the records of this office that VOLKERT, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on December 15, 1986.

The document number of this corporation is P13159.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 29, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of January,
2021*




Randy R. Lee
Secretary of State

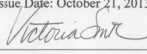
Tracking Number: 6720826097CC

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

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

SUBCONSULTANT DBE/WBE CERTIFICATIONS


Disadvantaged Business Enterprise
Certificate of Eligibility
Granted to
CARPE DIEM COMMUNITY SOLUTIONS INC
It has been determined that the firm listed above has met the federal requirements in accordance with the Code of Federal Regulations (49 CFR Part 26) and is thereby eligible to participate in the Disadvantaged Business Enterprise Program in the State of Florida.

NAICS CODES:
 813319 541690
 611710 541820
 611430 541618
 Issue Date: October 21, 2013

VICTORIA V. SMITH
Disadvantaged Business Enterprise Certification Manager
Florida Department of Transportation

State of Florida
Woman Business Certification

Carpe Diem Community Solutions, Inc.

 Is certified under the provisions of
 287 and 295.187, Florida Statutes, for a period from:
 03/05/2021 to 03/05/2023



Jonathan R. Sator, Secretary
Florida Department of Management Services


Office of Supplier Diversity
4050 Esplanade Way, Suite 300
Tallahassee, FL 32309
850-487-0915
www.dms.mf Florida.com/od


Florida Unified Certification Program
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CERTIFICATE OF ELIGIBILITY
HSA CONSULTING GROUP INC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
 541320, 541340, 541618, 541690


Samuel Febres
Samuel Febres (Sammy)
DBE & Small Business Development Manager
Florida Department of Transportation





 WOMEN'S BUSINESS ENTERPRISE
 NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.
 hereby grants


National Women's Business Enterprise Certification
 to
SOUTHEASTERN ARCHAEOLOGICAL RESEARCH INC DBA SEARCH ; SEARCH, Inc.

 who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
 This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: September 28, 2015
Expiration Date: September 28, 2021
WBENC National Certification Number: 2005127518


Authorized by Nancy Allen, President & CEO
Women's Business Enterprise Council Florida
WBENCFLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 541370, 115310, 493190, 512110, 519120, 541310, 541330, 541360, 541430, 541513, 541611, 541620, 541690, 541712, 541715, 541720, 541990, 561611, 561990, 562010, 611430, 611710, 712110, 721220
UNSPSC: 41113809, 60103601, 8071904, 81151705, 82140000, 82151511, 82151512, 90141503, 90151501, 90151502, 92111701, 93141707, 93141708, 93141713, 93141715




WBENC
 WOMEN'S BUSINESS ENTERPRISE
 NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.


HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO
SOUTHEASTERN ARCHAEOLOGICAL RESEARCH INC DBA SEARCH ;
SEARCH, Inc.

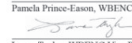
 The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.


 The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 541370, 115310, 493190, 512110, 519120, 541310, 541330, 541360, 541430, 541513, 541611, 541620, 541690, 541712, 541715, 541720, 541990, 561611, 561990, 562010, 611430, 611710, 712110, 721220 UNSPSC: 41113809, 60103601, 8071904, 81151705, 82140000, 82151511, 82151512, 90141503, 90151501, 90151502, 92111701, 93141707, 93141708, 93141713, 93141715
Certification Number: WOSB171868
Expiration Date: September 28, 2021


Nancy Allen, Women's Business Enterprise Council Florida
President & CEO


Pamela Prince-Eason
Pamela Prince-Eason, WBENC President & CEO


Laura Taylor, WBENC Vice President



We have included on the following pages the additional forms or information requested by the County for this project:

- ◆ Addenda Acknowledgment
- ◆ References Form
- ◆ Cone of Silence Form
- ◆ Public Entities Crimes Statement
- ◆ Debarment Form
- ◆ Conflict of Interest Disclosure Form



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

ADDENDUM FORM

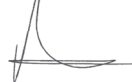
To: Planholders
From: Procurement Office
Date: September 3, 2021
Ref: Addendum #1 for **RFP 21-055 Chumuckla Highway US90 to Five Points Intersection Feasibility Study**

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

QUESTIONS AND ANSWERS:

1. Are there any updated traffic and crash data for the Chumuckla Hwy. and Five Points Intersection? No
2. Are state funds and federal funds being considered for future phases of the project? Yes
3. Are there any other future projects planned for the area that fall outside the scope of this project? Woodbine Road, a parallel north south facility adjacent west, recently had a County RFQ and US 90 is in Design by FDOT

This Addendum is furnished to all known prospective Proposers. **Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.**

Michael Warnke, PE, ENV SP
 NAME/TITLE: Assistant VP, North FL Lead SIGNATURE: 
 COMPANY: Volkert, Inc. DATE: 9/10/21

End of Addendum #1

REFERENCES FORM

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME Volkert, Inc.
PROPOSAL POINT OF CONTACT Mike Warnke, PE ENV SP PHONE 850.512.8935
EMAIL mike.warnke@volkert.com

REFERENCE I.

PROJECT NAME: Navarre Community Access Road Feasibility Study
AGENCY: Santa Rosa County Board of Commissioners
ADDRESS: 6051 Old Bagdad Highway, Suite 300
CITY, STATE, ZIP CODE: Milton, Florida 32583
CONTACT PERSON: Shawn Ward, AICP
TITLE: Planning and Zoning Director EMAIL: ShawnW@santarosa.fl.gov
TELEPHONE: 850.981.7000
PROJECT COST: Feasibility: \$402,261
COMPLETION DATE: 2019

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items: (You may attach information to this form)

This Joint Participation Agreement project (SRC and Florida Department of Transportation (FDOT) included the development and evaluation of alternative corridors to Highway 98 within existing developed neighborhoods and commercial areas to increase the safe and efficient movement of people and goods. Project included a pedestrian safety study, traffic data collection, evaluation and projections, development of corridors, evaluation of typical sections with recommended pedestrian improvements, analyzing and documenting impacts and making recommendations the for two most viable corridors and a no-build option.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Mike Warnke, PE, ENV SP; Arthur Hooks, PE; Malies Warren; Jason Goffinet, REPA

REFERENCE II.

PROJECT NAME: Feasibility Study, PD&E Study, and Preliminary and Final Design for SR 30 (US 98) at SR 368 (23rd Street)

AGENCY: FDOT District 3

ADDRESS: Highway 90 East

CITY, STATE, ZIP CODE: Chipley, FL 32428

CLIENT CONTACT: HNTB on behalf of FDOT District 3

CONTACT PERSON: Dean Mitchell, PE

TITLE: D3 GEC PM EMAIL: dmitchell@hntb.com

TELEPHONE: 850.415.9016

DESIGN COST: \$570,000; CONSTRUCTION COST: \$73 million COMPLETION DATE: May 2019

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items: (You may attach information to this form)

The Project Development and Environmental (PD&E) study included the evaluation of a grade separation of the major conflicting vehicular movements and grade separation of vehicular traffic from the railroad. The project included collecting and analyzing data related to engineering (geometrics, traffic studies, cost estimates) and environmental (air, noise, wetlands, contamination, biological impacts, social impacts) features that would be involved in the proposed improvements. Also, included in the scope were survey services.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Mike Warnke, PE, ENV SP; William Woodbery, PE; Scott Golden, PE

REFERENCE III.

PROJECT NAME: SR 20 Trammel Bridge Feasibility Study and PD&E

AGENCY: FDOT District 3

ADDRESS: Highway 90 East

CITY, STATE, ZIP CODE: Chipley, FL 32428

CONTACT PERSON: Joy Swanson Pleas TITLE: Project Manager

EMAIL: joy.swansonpleas@dot.state.fl.us TELEPHONE: 850.330.1505

PROJECT COST: \$1.4 million COMPLETION DATE: Feasibility: 2019; PD&E: Spring 2022

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items: (You may attach information to this form)

The intent of the PD&E study is to evaluate multiple alternatives relative to the future of the Westbound Old Trammel Bridge and how these alternatives will impact motor vehicle and navigation activities along the project area, as well as identify how the bridge provides service to the local community area.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Mike Warnke, PE, ENV SP; Arthur Hooks, PE; Alan Jayroe, PE

REFERENCE IV.

PROJECT NAME: I-10 from W of Avalon Blvd to E of SR 85 PD&E

AGENCY: FDOT District 3

ADDRESS: Highway 90 East

CITY, STATE, ZIP CODE: Chipley, FL 32428

CONTACT PERSON: Alan Vann, PE

TITLE: Project Manager; EMAIL: alan.vann@dot.state.fl.us TELEPHONE: 888.638.0250 Ext 1523

PD&E FEE: \$1.3 million CONSTRUCTION FEE: N/A

COMPLETION DATE: 2021

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items: (You may attach information to this form)

This project begins at the Avalon Boulevard interchange and continues eastward to east of the Log Lake Road interchange. This PD&E study is evaluating the expansion of I-10 from four to six lanes. This project is needed to increase hurricane evacuation capacity and to enhance freight mobility to support existing major regional employers and to prepare for economic development within the corridor. Proposed project alternatives will provide a direct link to multiple ongoing and proposed widening and interchange projects on I-10 and major north-south roads. This study will evaluate adding capacity on I-10 by widening the roadway from four to six lanes from east of Avalon Boulevard to the Okaloosa County line in Santa Rosa County and from the Santa Rosa County line to west of Log Lake Road in Okaloosa County. The total distance of this study is approximately 24 miles. Interchange improvements will be evaluated as necessary.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Mike Warnke, PE, ENV SP; Will Sloup, PE; Arthur Hooks, PE; Billy Woodbery, PE; Alan Jayroe, PE; Jason Goffinet, REPA

REFERENCE V.

PROJECT NAME: US 90, from the Intersection of Glover Lane to SR 87S PD&E Study

AGENCY: FDOT District 3

ADDRESS: 1074 Highway 90

CITY, STATE, ZIP CODE: Chipley, Florida 32428-0607

CLIENT CONTACT PERSON: Iris Waters, TELEPHONE: 850.330.1625

TITLE: Project Manager; EMAIL: iris.waters@dot.state.fl.us

R/W and Construction Fee: \$46 million

COMPLETION DATE: 2019

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items: (You may attach information to this form)

This PD&E included widening US 90 from two to four lanes and rehabilitation or supplementing the existing roadway with a parallel new alignment, for the US 90 roadway. The purpose of increasing capacity had to address minimizing impacts to the downtown Milton Historic District. Concept includes a new bridge over the Blackwater River (OFW) and the relocation of a building constructed in 1877. The purpose and need of this study was to provide improvements regarding system linkage, multi-modalism, social demands, and safety along the existing US 90 Corridor. The project's goal was primarily to evaluate the potential for increasing the capacity for the east-west travel demands along US 90 in Milton.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Will Sloup, PE



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONE OF SILENCE FORM

SRC Procurement Form COS 013_01_091619

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

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

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

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

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

I, Michael Warnke, PE, ENV SP representing Volkert, Inc.

(Print)

(Company)

On this 10th day of September 2021 hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.



(Signature)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: RFP 21-055
Chumuckla Highway US 90 to Five Points Intersection Feasibility Study
2. This sworn statement is submitted by, Volkert, Inc., whose business address is, 11 N. Water St. Suite 18290 Mobile, AL 36602, and (if applicable) Federal Employer Identification Number (FEIN) is 63-0247014 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is Michael Warnke, PE, ENV SP and my relationship to the entity named above is Assistant VP/North FL Lead (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

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

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Michael Warnke, PE, ENV SP
Name

[Signature]
Signature

9/10/21
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature at the space provided above on this day of September, 2021, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA
COUNTY OF: Hillsborough
My Commission expires: Nov. 15, 2024

Notary Public

Jessica Jeannette Williams





SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov


DEBARMENT FORM

SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Michael Warnke, PE, ENV SP Title: Assistant VP, North FL Lead

Signature: 

Firm: Volkert, Inc.

Street Address: 215 Fairpoint Drive, Suite B

City: Gulf Breeze

State: Florida Zip Code: 32561

Solicitation Name chumuckla Highway US 90 to Five Points # XX-XXX RFP No 20-055
Intersection Feasibility Study



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027_00_091319

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

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

Yes: _____ No: X

Name(s)	Position(s)
<u> N/A </u>	<u> N/A </u>
_____	_____
_____	_____
_____	_____

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

FIRM NAME: Volkert, Inc.

BY (PRINTED): Michael Warnke, PE, ENV SP

BY (SIGNATURE): 

TITLE: Assistant VP, North FL Lead

ADDRESS: 215 Fairpoint Drive, Suite B, Gulf Breeze State FL Zip Code 32561

PHONE NO: 850.512.8935

E-MAIL: mike.warnke@volkert.com

Date: 9/10/21



Santa Rosa County



VOLKERT

Will Sloup, PE
Project Manager
215 Fairpoint Drive, Suite B
Gulf Breeze, Florida 32561
850.512.8935
will.sloup@volkert.com

**Attachment “B”
Insurance Requirements**

Santa Rosa County
Insurance Requirements
March 2021

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
 - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

**Attachment “C”
Civil Rights Clauses**

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

**Attachment “D”
Scrutinized Contractors Certificate**

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 10-12-21

SIGNATURE:  _____

COMPANY: Volkert

NAME: Mike Warnke
(Typed or Printed)

ADDRESS: 215 Fairpoint Drive

TITLE: AVP / North Florida Lead

Gulf Breeze, FL 32563

E-MAIL: mike.warnke@volkert.com

PHONE NO.: 850-512-8935

**Attachment “E”
Special Conditions
Additional Federal Requirements**

Special Conditions
Federal Requirements
Over \$150,000.00

The following special conditions apply to the Agreement and are incorporated herein by reference:

Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA).

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Byrd Anti Lobbying Amendment (31 U.S. C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Attachment “F”
State of Florida Department of Transportation
Transportation Regional Incentive Program (TRIP) Grant Agreement

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FPN: <u>421994-2-14-01</u>	Fund: <u>TRIP</u> Org Code: <u>55032010330</u>	FLAIR Category: <u>088854</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>58-Santa Rosa</u>	Contract No: <u>G1U28</u>	Vendor No: <u>F596000842001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on May 04, 2021,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Santa Rosa County BOCC,
("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CR 197 Chumuckla Road & Five Points Intersection Feasibility Study, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before May 04, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$300,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$150,000 and, additionally the Department's participation in the Project shall not exceed 50% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit “O”, Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department’s Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department’s Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient’s contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit “C”, Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit “D”**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: Exhibit P: Interlocal Agreement

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g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): Exhibit P: Interlocal Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT

Santa Rosa County BOCC
6495 Caroline St. Ste H
Milton, Florida 32570

By: *David C. Piech*
Name: David C. Piech
Title: Chairman

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: *Tim Smith*
00EA910BEA3D404...
Name: Tim Smith, P.E.
Title: D3 Director of Transportation Development
Legal Review: D3 DOT
By: *Shad Redmon*
481FE5074C804F5...
Name: Shad Redmon

ATTEST:

Donald C. Spencer
Donald C. Spencer, Clerk of Court

Legal Review: Santa Rosa County

By: *Greg Stewart*
Name: Greg Stewart, Interim County Attorney

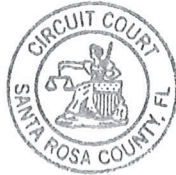


EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 421994-2-14-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Santa Rosa County BOCC (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 10.0 miles - Off the SHS

PROJECT DESCRIPTION: CR 197 CHUMUCKLA RD & FIVE POINTS INTERSECTION FEASIBILITY STUDY

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities, within the State right-of-way.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

n/a

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Santa Rosa County BOCC 6495 Caroline St, Ste H Milton, Florida 32570	FINANCIAL PROJECT NUMBER: 421994-2-14-01
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I. PHASE OF WORK by Fiscal Year:	FY 2021	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

Planning Grant - Phase 14	\$ 300,000.00	\$ 0.00	\$ 0.00	\$300,000.00
Maximum Department Participation - (TRIP)	% or \$ 150,000.00	% or \$	% or \$	% or \$ 150,000.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 150,000.00	% or \$ 0.00	% or \$ 0.00	% or \$150,000.00
In-Kind Contribution	\$ 150,000.00	\$	\$	\$ 150,000.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$300,000.00	\$0.00	\$0.00	\$300,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - TRIP Coordinator
 District Grant Manager Name

DocuSigned by:
Maria Showalter
 5/4/2021 | 12:12 PM EDT
 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 2021 - 17

A RESOLUTION BY SANTA ROSA COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO ENTER A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION REGIONAL INCENTIVE (TRIP) PROGRAM, TO PROVIDE FUNDING FOR THE FEASIBILITY STUDY OF CHUMUCKLA HIGHWAY PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 339.2819, Florida Statutes, creates within the Department of Transportation a Transportation Regional Incentive Program (TRIP) for the purpose of providing funds to improve regionally significant transportation facilities in regional transportation areas created pursuant to Section 339.155(5), Florida Statutes; and

WHEREAS, the State of Florida Department of Transportation, ("Department") has agreed to obtain and provide funding for the feasibility study of the Chumuckla Highway project; and

WHEREAS, the Board of County Commissioners of Santa Rosa County, Florida ("Board"), desires to cooperate by undertaking the project.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONS OF SANTA ROSA COUNTY as follows:

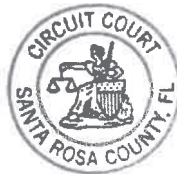
Section 1. The Board of County Commissioners of Santa Rosa County do hereby express its support the Transportation Regional Incentive Program (TRIP) for the Chumuckla Highway Feasibility Study by entering and executing the appropriate Joint Project Agreement (JPA) with the Department.

Section 2. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by Santa Rosa County on this 23rd Day of March 2021.

**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

Attest:



BY: _____

David C. Piech
David C. Piech, Chairman

Donald C. Spencer
Donald C. Spencer, Clerk of Court

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$150,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT P

INTERLOCAL AGREEMENT

Interlocal Agreement is attached and incorporated into this Agreement.

Attachment D: The Authorizing Interlocal Agreement and Supporting Documents

INTERLOCAL AGREEMENT FOR CREATION OF THE NORTHWEST FLORIDA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

THIS REVISED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this 21st day of September, 2005, by and between the FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION, and the OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION, and supercedes all previous agreements.

RECITALS:

WHEREAS, Census 2000 shows that the Fort Walton Beach Urbanized Area is no longer just contiguous to the Pensacola Urbanized Area, but extends across the Okaloosa-Santa Rosa County Line to Navarre; and

WHEREAS, federal and state transportation agencies have placed an emphasis on regional transportation planning to develop regional transportation solutions, and this emphasis is demonstrated most strongly in the 2003 Florida Legislature's direction to the Florida Transportation Commission to study the nature and extent of regional transportation planning efforts by and among Florida's twenty-six metropolitan planning organizations and creation of the Transportation Regional Incentive Program during the 2005 Session; and

WHEREAS, in February 2003, the Florida Department of Transportation, acting on behalf of the Governor, communicated to the Florida-Alabama TPO (formerly known as the Pensacola MPO) and Okaloosa-Walton TPO the need to either consolidate as one metropolitan planning organization or develop a consultative process to incorporate institutional and process improvements to address regional transportation issues at the metropolitan planning organization level; and

WHEREAS, by June 26, 2003, the Florida-Alabama TPO and Okaloosa-Walton TPO responded to the Department with a commitment to enter into an interlocal agreement for purposes of coordinating long range transportation plans, establishing regional transportation priorities, and developing an enhanced regional public involvement process, and

WHEREAS, the 2003 Legislature modified Paragraph 339.175 (5) (i) (2), Florida Statutes, authorizing contiguous metropolitan planning organizations and individual political

subdivisions to enter into agreements to coordinate activities or to achieve any federal or state transportation planning goals or purposes; and

WHEREAS, the parties of this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Section 339.175 (5) (i) (2), Florida Statutes; and

WHEREAS, the Transportation Regional Incentive Program created by 339.2819, Florida Statutes, requires that the entity that is creating the regional transportation plan be identified and that the boundaries of the regional transportation area be delineated; and

WHEREAS, the interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1

TITLE; RECITALS; DEFINITIONS

Section 1.01. This Interlocal Agreement shall be known and may be cited as the "Northwest Florida Regional Transportation Planning Organization Agreement."

Section 1.02. Recitals. Each and all of the foregoing recitals be and the same hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to

invalidate this Agreement.

Section 1.03. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

(a) "Agreement" means and refers to this instrument, as amended from time to time, entered into according to provisions of part I, Chapter 163, Florida Statutes.

(b) "Department" shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

(c) "Long Range Transportation Plan" is the 20-year plan of each local metropolitan planning organization which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and in ozone/carbon monoxide non-attainment areas is coordinated with the State Implementation Plan; all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

(d) "Member" means the Florida-Alabama Transportation Planning Organization (FL-ALTPO), formerly called the Pensacola MPO, or the Okaloosa-Walton Transportation Planning Organization (O-WTPO).

(e) "Metropolitan Planning Area" means and refers to the planning area as delineated by each TPO for the urbanized area containing at least a population of 50,000 as described in 23 USC Section 134(b)(1), 49 USC Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the TPO.

(f) "Organization" means the body politic and corporate created pursuant to this Agreement.

(g) "Regional Transportation Area" means the boundaries of the area to be covered by the regional transportation plan and list of project priorities created pursuant to the

Transportation Regional Incentive Program. The boundaries of the regional transportation area are defined as follows: the entirety of, Escambia, Okaloosa, Santa Rosa, and Walton Counties, Florida.

(h) "Regional Transportation Priorities" are those priorities for transportation projects, which are located in or affect transportation in more than one county.

(i) "Representative" means an elected official who serves on the governing board of the Northwest Florida Regional Transportation Planning Organization.

(j) "TPO" means the individual, local metropolitan planning organizations, Florida-Alabama TPO, and Okaloosa-Walton TPO,; formed pursuant to Section 339.175, Florida Statutes, for each respective designated urbanized area.

(k) "Transportation Priorities" means those transportation projects selected annually by each metropolitan planning organization, written in order of priority for implementation, and submitted to the Florida Department of Transportation for use in developing the Department's Work Program.

(l) "Transportation Regional Incentive Program" means a program established under Section 339.2819, Florida Statutes that provides matching funds from the Florida Department of Transportation for regionally significant projects identified in a regional transportation plan and list of project priorities.

ARTICLE 2

PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish a regional transportation planning organization and partnership by an interlocal agreement, which complies with the 2003 amendment of Paragraph 339.175 (5)(i)(2), Florida Statutes, and Section 339.2819, Florida Statutes.

(a) To establish a forum for a coordinated and cooperative regional transportation planning process for Escambia, Santa Rosa, Okaloosa, and Walton Counties; to

implement the Agreement through coordination of long range transportation plans, project priorities, and planning policies; and to begin developing alternatives for a solution to congestion and safety problems on US 98, a regionally-significant arterial roadway;

(b) To identify regional transportation projects which improve mobility across county and metropolitan planning area boundaries and, in cooperation with the Department of Transportation, to seek funding for those projects;

(c) Through cooperation with the individual, local metropolitan planning organizations, to develop and adopt regional transportation priorities for regional transportation projects.

(d) To develop a regional transportation plan and list of project priorities for the purpose of soliciting funds from the Transportation Regional Incentive Program.

ARTICLE 3

ORGANIZATION AND CREATION.

Section 3.01. Establishment of Organization. The Organization is hereby created and established pursuant to this Agreement to carry out the purposes and functions set forth in Article 2. The legal name of this Organization shall be the Northwest Florida Regional Transportation Planning Organization.

Section 3.02. Organization to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the Organization will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of Organization. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the Organization.

Section 3.04. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as an Organization as is requested. Charges to be in accordance with Chapter 119, Florida Statutes.

Section 3.05. Rights of review. All parties to this Agreement, and the affected Federal and state agencies (i.e., FHWA, FTA, and FDOT) shall have the rights of technical review and comment on Organization projects.

ARTICLE 4

COMPOSITION; MEMBERSHIP; TERMS OF OFFICE.

Section 4.01. Composition and membership of governing board.

(a) The governing body of the Organization shall consist of sixteen (16) representatives. The representation of members shall be distributed as follows: eight representatives appointed by the Florida-Alabama Transportation Planning Organization, distributed as four from Escambia County and four from Santa Rosa County; and eight representatives appointed by the Okaloosa-Walton Transportation Planning Organization, distributed as four from Okaloosa County and four from Walton County. The representatives from each county may include county and municipal elected officials. Representatives shall hold elected office and be a current member, or alternate, of the TPO. All representatives shall have voting privileges. Any Member may remove and replace the representative(s) it appointed at any time, with or without cause. Representatives of the Organization may be removed from office by the Governor for misconduct, malfeasance, misfeasance, or nonfeasance in office.

(b) At the first meeting of each calendar year, the governing body of the Organization shall elect one of its representatives as chair of the Organization who will preside over meetings, and another representative as vice chair to perform duties of the chair in his absence. The chair and vice chair shall hold offices for one-year terms, and may be eligible for reelection to successive terms. Any officer may be removed from office, with or without cause, upon majority vote of the governing body of the Organization at any duly scheduled meeting. No such removal from office of the Organization shall have the effect of removing such person as a representative; rather only the member that appointed the representative shall have such

authority.

(c) Nine representatives shall constitute a quorum and the vote of nine representatives shall be necessary for any action taken by the Organization. No vacancy in the Organization shall impair the right of a quorum of the Organization to exercise all the rights and perform all of the duties of the Organization.

(d) Each Member shall appoint an alternate for each representative on the governing body. Alternates shall be elected officials serving the same general-purpose local government as the representative and the alternate shall be eligible to vote when the representative is absent from meetings.

(e) The non-voting representatives shall include the District Secretary, or designee, of the Florida Department of Transportation's Third District and the Chairman, or designee, of the Eglin Air force Base Encroachment Committee.

Section 4.02. Terms. Notwithstanding the representation provisions of Section 4.01(a), the term of office of representatives of the Organization shall be four (4) years. The representation by a representative who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the representative. A vacancy shall be filled by the original appointing entity. A representative may be appointed for one or more additional four (4) year terms.

ARTICLE 5

AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The Organization shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive regional transportation planning process.

Section 5.02. Specific authority and powers. The Organization shall have the following powers and authority:

(a) As provided in Section 163.01(14), Florida Statutes, the Organization may enter into contracts for the performance of service functions of public agencies;

(b) As provided in Section 163.01(5)(j), Florida Statutes, the Organization may acquire, own, operate, maintain, sell, or lease real and personal property;

(c) As provided in Section 163.01(5)(m), Florida Statutes, the Organization may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;

(d) The Organization may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and

(e) The Organization shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The Organization shall have the following duties and responsibilities:

(a) The Organization shall prepare and approve a regional transportation plan;

(b) The Organization shall prepare and approve regional transportation policies and priorities;

(c) Preparation of the regional transportation plan, policies, and priorities shall be an interactive process among the Organization, and each of the TPOs, with the Organization drafting the regional plan, policies, and priorities for tentative endorsement; forwarding the plans to the TPOs for approval; and upon receipt of TPO approval, the Organization shall issue final adoption;

(d) All parties to this Agreement shall participate in this planning process, and share information and data requested by the Organization in order to accomplish the mutual goals of the Organization;

(e) During the process of developing regional plans, policies, and priorities, the Organization may consult the members of the TPO Technical Coordinating Committees and Citizens' Advisory Committees, for it is not the intent of the Organization to create additional advisory committees;

(f) The Organization shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the *Unified Planning Work Program* and the budget shall be included in the respective *Unified Planning Work Program* of each TPO;

(g) In cooperation with the Department, prepare a plan to implement the approved regional transportation priorities;

(h) Adopt operating rules and procedures.

ARTICLE 6

STAFF TO THE ORGANIZATION

Section 6.01. Staff. Based on the approval of each TPO, the Organization will retain the Transportation Division of the West Florida Regional Planning Council, which currently provides staff services to both TPOs, as the designated staff of the Organization.

ARTICLE 7

FUNDING AND RECORD-KEEPING

Section 7.01. Funding. The Organization shall be funded in the following manner.

(a) Administrative Expenses - The Florida-Alabama TPO and Okaloosa-Walton TPO shall equally share the cost of basic administration of the Organization by identifying a task in each respective, annual *Unified Planning Work Program*, to be funded with Federal PL (transportation planning) funds. Administrative expenses shall include: writing of agendas and minutes; preparing for meetings; providing staff support of meetings; arranging for consultants and speakers to attend meetings, as called for in agendas; and keeping timesheets and other records to account for time and expenses.

(b) Additional Planning Activity Expenses - Studies and projects undertaken by the Organization, which are in addition to basic administration, shall be funded with state and federal funds.

Section 7.02. Record-keeping and document retention. The Organization shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18d, Subpart C, 49 CFR Section 18.42, and Chapter 119, Florida Statutes. Records of the Organization shall be retained by the West Florida Regional Planning Council.

ARTICLE 8 DISPUTE RESOLUTION

Section 8.01 Dispute resolution. The Organization shall use the following procedures to resolve disagreements regarding interpretation of this Agreement, disputes relating to the operation of the Organization, or disagreements regarding approval of the regional transportation plan, policies, and priorities:

(a) Internal resolution – appoint a committee with representatives of all four counties, which may include members of each TPO Technical Coordinating Committee, to seek a resolution; and

(b) Implement the Conflict Mediation Procedure established by the West Florida Regional Planning Council, as set forth in Rule 29A-3, Florida Administrative Code

ARTICLE 9 MISCELLANEOUS PROVISIONS

Section 9.01. Constitutional or statutory duties and responsibilities of parties.

This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in

which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 9.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

Section 9.03. Duration: withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement; provided.

(b) Withdrawal procedure. Either member may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement, giving recognition that withdrawal by either member terminates the Agreement and dissolves the Organization.

Section 9.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Required notices shall be addressed as follows:

Chairman
Florida-Alabama Transportation Planning Organization
P.O. Box 9759
Pensacola, FL 32513-9759

Chairman
Okaloosa-Walton Transportation Planning Organization
P.O. Box 9759
Pensacola, FL 32513-9759

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 9.05. Interpretation.

(a) Drafters of Agreement. The members of each TPO were represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 9.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 9.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 9.08. Effective date: Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.


(b) Recordation. The TPOs hereby agree to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each respective county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the Organization for filing in its records.

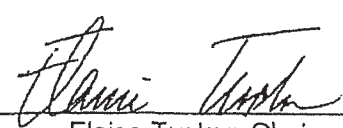
IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated Organization.

Signed, Sealed and Delivered in the presence of:

FLORIDA-ALABAMA TRANSPORTATION
PLANNING ORGANIZATION

OKALOOSA-WALTON TRANSPORTATION
PLANNING ORGANIZATION

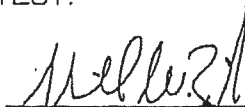
BY: 
Gordon A. Goodrich
for J.D. Smith, Chairman

BY: 
Elaine Tucker, Chairman

(Seal)

(Seal)

ATTEST:

BY: 
Michael W. Zeigler, Director
Transportation Planning

DATE: September 21, 2005

To: Maria.Showalter@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1U28

1/28/2021

CONTRACT INFORMATION

Contract:	G1U28
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SANTA ROSA COUNTY BOCC
Vendor ID:	F596000842001
Beginning Date of This Agreement:	02/01/2021
Ending Date of This Agreement:	02/21/2023
Contract Total/Budgetary Ceiling:	ct = \$150,000.00
Description:	CR 197 CHUMUCKLA RD & FIVE POINTS INTERSECTION FEASIBILITY STUDY

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/28/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55032010330
Expansion Option:	B1
Object Code:	751000
Amount:	\$150,000.00
Financial Project:	42199421401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2021
Budget Entity:	55100100
Category/Category Year:	088854/21
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$150,000.00