



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** August 15, 2023  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Tyrone Parker  
**SUBJECT:** Consideration of Interlocal Agreement between Okaloosa-Walton TPO and Okaloosa County  
**DEPARTMENT:** Transit Department  
**BCC DISTRICT:** All

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**STATEMENT OF ISSUE:** Approval of Task Order 21 in the amount of \$213,318.72 for C23-3329-TS with HDR ENGINEERING INC.

**BACKGROUND:** On April 4, 2023, Okaloosa County BCC and Okaloosa-Walton Transportation Planning Organization (Emerald Coast Regional Council) entered a Cooperative Purchasing and Interlocal Agreement for General Planning Consultation through HDR ENGINEERING INC., to complete the (COA) Comprehensive Operational Analysis. Upon approval and execution of the Notice to Proceed, HDR began planning services and deliverables outlined in the Task Work Order, with a final report compiled and delivered by February 28, 2024, except for the TDP Annual Progress Report which shall be completed by August 31, 2023.

Scope of services performed by HDR and outlined in Task Order 21, shall include Project Management & Administration, Monthly Reporting and Invoices, Public Engagement, Assessment of Transit System, and TDP Annual Update.

April - June 2023 Progress Reports and Invoicing have been included in this agenda request for review.

**FUNDING SOURCE, (If Applicable):**

Department: #702245  
Account: #552544  
Amount: \$213,318.72

**OPTIONS:** Approve, Deny, Modify or Postpone.

**RECOMMENDATION:** Approval of Task Order 21 in the amount of \$213,318.72 for C23-3329-TS with HDR ENGINEERING INC.

  
Tyrone Parker, Transit Manager

8/3/2023

**RECOMMENDED BY:**

  
\_\_\_\_\_  
John Hofstad, County Administrator

8/9/2023

**APPROVED BY:**

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION AND OKALOOSA COUNTY FOR THE COMPREHENSIVE OPERATIONS ANALYSIS OF OKALOOSA COUNTY TRANSIT/ECRIDER**

WHEREAS, the Emerald Coast Regional Council (ECRC) serves as staff to the Okaloosa-Walton Transportation Planning Organization (TPO); and

HDR Engineering, Inc. *KED*

WHEREAS, through a competitive procurement process ECRC engaged HDR, Inc. to serve as the TPO's General Planning Consultant (GPC); and

WHEREAS, on April 4, 2023, Okaloosa County and HDR jointly signed a scope for the Okaloosa County/EC RIDER Comprehensive Operations Analysis (COA) by piggybacking on ECRC's agreement with HDR; and

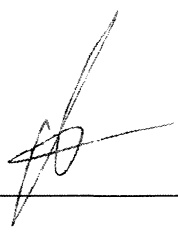
WHEREAS, on March 27, 2023, Okaloosa County and ECRC signed a Notice to Proceed authorizing HDR to begin work on the COA.

NOW THEREFORE, in consideration of the foregoing and the mutual obligations set forth below, the parties agree as follows:

1. HDR will invoice ECRC for the COA services provided to Okaloosa County, in accordance with the Notice to Proceed.
2. ECRC will invoice Okaloosa County for the same amount.
3. Okaloosa County agrees to be solely responsible for any amounts invoiced from HDR for COA services provided to Okaloosa County.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the undersigned officials as duly authorized.

OKALOOSA-WALTON TRANSPORTATION  
PLANNING ORGANIZATION



Austin Mount, Chief Executive Officer,  
Emerald Coast Regional Council (staff to  
the TPO)

OKALOOSA COUNTY



John Hofstad, County Administrator

(SEAL)



June 21, 2023

Mr. Booker Tyrone Parker  
Emerald Coast Rider  
600 Transit Way  
Fort Walton Beach, FL 32547

Dear Mr. Parker,

Attached, please find the **May 2023** Progress Report for work efforts on behalf of Okaloosa County BCC (EC RIDER) for the **EC RIDER Comprehensive Operations Analysis (COA)**. consistent with the Notice to Proceed (March 27, 2023). Over the past month, we have prepared and initiated the Public Involvement Plan, developed draft Goals & Objectives, and started preparing for the June site visit. This month, we will be conducting the site visit and Phase I Public Engagement along with starting the route profiles.

This work is being performed as Task Work Order #21 under our General Planning Consultant (GPC) Memorandum of Agreement (October 30, 2018), as amended (Amendment 1, March 25, 2019).

**Invoicing will follow by e-mail.**

Should you have any questions, please contact me at (850) 329-1443 or at [brian.waterman@hdrinc.com](mailto:brian.waterman@hdrinc.com)

Sincerely,

Brian S. Waterman, AICP  
*Project Manager*

cc: Howard Vanselow, Emerald Coast Regional Council



# Invoice

**HDR Engineering, Inc.**  
 Pensacola, FL 32502  
 Phone: (850) 432-6800

Please send remittance with copy of invoice to  
 HDR, Inc.  
 US Engineering Accounts Receivable  
 PO Box 74008202  
 Chicago, IL 60674-8202  
 ACH/Wire Account # 355004076604  
 Routing # 081000032

**Okaloosa-Walton Transportation Planning Organization (TPO)**  
 4081 E. Olive Road Suite A  
 Pensacola, FL 32514

**Progress Billing No** 02  
**Invoice Date** 6/21/2023  
**HDR Project No.** 10369858

**Attn: Booker Tyrone Parker**

**HDR Invoice No.** 1200533157

**For Services related to: EC Rider Comprehensive Operations Analysis**

**Notice to Proceed 27-Mar-23**  
**For Services Performed: May 2023**

<u>TASK DESCRIPTION</u>	<u>Fee</u>	<u>% Complete</u>	<u>Fee Earned To Date</u>	<u>Previously Invoiced</u>	<u>Current Amount Due</u>
Task 1 - Project Management & Administration	\$ 20,605.43	20.00%	\$ 4,121.09	\$ 2,060.54	\$ 2,060.55
Task 2 - Public Engagement	\$ 38,356.43	35.00%	\$ 13,424.75	\$ 2,876.73	\$ 10,548.02
Task 3 - COA Purpose & Need, Goals & Objectives and KPI	\$ 16,278.75	27.00%	\$ 4,395.26	\$ -	\$ 4,395.26
Task 4 - Assessment of Existing Transit System	\$ 49,670.53	8.00%	\$ 3,973.64	\$ -	\$ 3,973.64
Task 5 - Scenario Development & Evaluation	\$ 40,880.05	0.00%	\$ -	\$ -	\$ -
Task 6 - Implementation Plan	\$ 16,150.85	2.00%	\$ 323.02	\$ -	\$ 323.02
Task 7 - Prepare Briefings and Presentations for Transit Co-Op and County	\$ 14,509.18	0.00%	\$ -	\$ -	\$ -
Task 8 - Direct Costs	\$ 16,867.50	0.00%	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$213,318.72</b>	<b>12.30%</b>	<b>\$ 26,237.76</b>	<b>\$ 4,937.27</b>	<b>\$ 21,300.49</b>

<b>BILLING SUMMARY</b>		
<b>Total Contract Amount</b>		<b>\$213,318.72</b>
<b>Previous Billed to Date</b>	\$	<b>4,937.27</b>
<b>Amount of this Invoice</b>	\$	<b>21,300.49</b>
<b>Total Billed to Date</b>	\$	<b>26,237.76</b>
<b>Fee Remaining</b>		<b>\$187,080.96</b>

*For invoice inquiries please contact:*  
**Guderian Nery, Accounting Department**  
 Phone: (251) 586-6089 Email: guderian.nery@hdrinc.com

**May 2023 Status Report**  
[HDR Period 05]  
**EC Rider Comprehensive Operations Analysis**  
[HDR Project Number 10369858]

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**Work Completed**

During the period, the following were performed:

- Task 2.1 – Project Management
  - Conducted first Project Management Team Meeting
  - Prepared monthly invoice and progress report
- Task 2.2 – Public Engagement
  - Started developing the Public Involvement Plan
- Task 2.3 – COA Purpose & Need, Goals & Objectives, and Key Performance Indicators
  - Started preparing the Data Needs Matrix
  - Created Draft Goals & Objectives
  - Prepared draft plan/approach for June site visit

**Work Anticipated**

- Task 2.2 – Public Engagement
  - Conduct Phase I Public Engagement Efforts
  - Meet with Stakeholders during the week of June 12
  - Schedule July Project Management Team Meeting
- Task 2.3 – COA Purpose & Need, Goals & Objectives, and Key Performance Indicators
  - Submit data needs matrix
  - Submit Goals & Objectives and Purpose & Need Statement
- Task 2.4 – Route Analysis
  - Conduct site visit
  - Schedule a meeting with the Operators
  - Start developing the Route Profiles

**Problems or Difficulties Encountered**

- None

**Schedule Updates**

- None



May 25, 2023

Mr. Booker Tyrone Parker  
Emerald Coast Rider  
600 Transit Way  
Fort Walton Beach, FL 32547

Dear Mr. Parker,

Attached, please find the **April 2023** Progress Report for work efforts on behalf of Okaloosa County BCC (EC RIDER) for the **EC RIDER Comprehensive Operations Analysis (COA)**, consistent with the Notice to Proceed (March 27, 2023). Over the past month, we have on-boarded the project, started working on the Public Involvement Plan (PIP), and began to inventory available data. Over the next, we will develop Goals and Objectives, submit the draft, and conduct the first Project Management Team meeting. In addition, we will start preparing for the June site visit.

This work is being performed as Task Work Order #21 under our General Planning Consultant (GPC) Memorandum of Agreement (October 30, 2018), as amended (Amendment 1, March 25, 2019).

**Invoicing will follow by e-mail.**

Should you have any questions, please contact me at (850) 329-1443 or at [brian.waterman@hdrinc.com](mailto:brian.waterman@hdrinc.com)

Sincerely,

Brian S. Waterman, AICP  
*Project Manager*

cc: Howard Vanselow, Emerald Coast Regional Council



# Invoice

HDR Engineering, Inc.  
 Pensacola, FL 32502  
 Phone: (850) 432-6800

Please send remittance with copy of invoice to  
 HDR, Inc.  
 US Engineering Accounts Receivable  
 PO Box 74008202  
 Chicago, IL 60674-8202  
 ACH/Wire Account # 355004076604  
 Routing # 081000032

**Okaloosa-Walton Transportation Planning Organization (TPO)**  
 4081 E. Olive Road Suite A  
 Pensacola, FL 32514

**Progress Billing No** 01  
**Invoice Date** 5/23/2023  
**HDR Project No.** 10369858

**Attn: Booker Tyrone Parker**

**HDR Invoice No.** 1200525241

**For Services related to: EC Rider Comprehensive Operations Analysis**

**Notice to Proceed 27-Mar-23**  
**For Services Performed: April 2023**

<u>TASK DESCRIPTION</u>	<u>Fee</u>	<u>% Complete</u>	<u>Fee Earned To Date</u>	<u>Previously Invoiced</u>	<u>Current Amount Due</u>
Task 1 - Project Management & Administration	\$ 20,605.43	10.00%	\$ 2,060.54	\$ -	\$ 2,060.54
Task 2 - Public Engagement	\$ 38,356.43	7.50%	\$ 2,876.73	\$ -	\$ 2,876.73
Task 3 - COA Purpose & Need, Goals & Objectives and KPI	\$ 16,278.75	0.00%	\$ -	\$ -	\$ -
Task 4 - Assessment of Existing Transit System	\$ 49,670.53	0.00%	\$ -	\$ -	\$ -
Task 5 - Scenario Development & Evaluation	\$ 40,880.05	0.00%	\$ -	\$ -	\$ -
Task 6 - Implementation Plan	\$ 16,150.85	0.00%	\$ -	\$ -	\$ -
Task 7 - Prepare Briefings and Presentations for Transit Co-Op and County	\$ 14,509.18	0.00%	\$ -	\$ -	\$ -
Task 8 - Direct Costs	\$ 16,867.50	0.00%	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$213,318.72</b>	<b>2.31%</b>	<b>\$ 4,937.27</b>	<b>\$ -</b>	<b>\$ 4,937.27</b>

<b>BILLING SUMMARY</b>		
<b>Total Contract Amount</b>		<b>\$213,318.72</b>
<b>Previous Billed to Date</b>	\$	-
<b>Amount of this Invoice</b>	\$	<b>4,937.27</b>
<b>Total Billed to Date</b>	\$	<b>4,937.27</b>
<b>Fee Remaining</b>		<b>\$208,381.45</b>

*For invoice inquiries please contact:*  
**Guderian Nery, Accounting Department**  
 Phone: (251) 586-6089 Email: guderian.nery@hdrinc.com



**April 2023 Status Report**  
[HDR Period 04]  
**EC Rider Comprehensive Operations Analysis**  
[HDR Project Number 10369858]

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**Work Completed**

During the period, the following were performed:

- Task 2.1 – Project Management
  - On-Boarded the Project
  - Submitted Project Management Plan & Project Schedule
  - Prepared monthly invoice and progress report
- Task 2.2 – Public Engagement
  - Started developing the Public Involvement Plan
- Task 2.3 – COA Purpose & Need, Goals & Objectives, and Key Performance Indicators
  - Started preparing the Data Needs Matrix

**Work Anticipated**

- Task 2.1 – Project Management
  - Conduct first Project Management Team Meeting
- Task 2.2 – Public Engagement
  - Finish the Public Involvement Plan
  - Start reaching out to key stakeholders
  - Developing the first survey
- Task 2.3 – COA Purpose & Need, Goals & Objectives, and Key Performance Indicators
  - Submit data needs matrix
  - Submit Draft Goals & Objectives and Purpose & Need Statement
  - Start developing plan/approach for June site visit

**Problems or Difficulties Encountered**

- None

**Schedule Updates**

- None



July 11, 2023

Mr. Booker Tyrone Parker  
Emerald Coast Rider  
600 Transit Way  
Fort Walton Beach, FL 32547

Dear Mr. Parker,

Attached, please find the **June 2023** Progress Report for work efforts on behalf of Okaloosa County BCC(EC RIDER) for the **EC RIDER Comprehensive Operations Analysis (COA)**. consistent with the Notice to Proceed (March 27, 2023). Over the past month, we have conducted our site visit, kicked off the Public Engagement efforts, and continued working on the final Goals & Objectives, and started working on the route profiles. This month, we will continue working on the route profiles and summarize the Phase I Public Engagement efforts.

This work is being performed as Task Work Order #21 under our General Planning Consultant (GPC) Memorandum of Agreement (October 30, 2018), as amended (Amendment 1, March 25, 2019).

**Invoicing will follow by e-mail.**

Should you have any questions, please contact me at (850) 329-1443 or at [brian.waterman@hdrinc.com](mailto:brian.waterman@hdrinc.com)

Sincerely,

Brian S. Waterman, AICP  
*Project Manager*

cc: Howard Vanselow, Emerald Coast Regional Council



# Invoice

HDR Engineering, Inc.  
 Pensacola, FL 32502  
 Phone: (850) 432-6800

Please send remittance with copy of invoice to  
 HDR, Inc.  
 US Engineering Accounts Receivable  
 PO Box 74008202  
 Chicago, IL 60674-8202  
 ACH/Wire Account # 355004076604  
 Routing # 081000032

**Okaloosa-Walton Transportation Planning Organization (TPO)**  
 4081 E. Olive Road Suite A  
 Pensacola, FL 32514

**Progress Billing No** 03  
**Invoice Date** 7/11/2023  
**HDR Project No.** 10369858

**Attn: Booker Tyrone Parker**

**HDR Invoice No.** 1200537505

**For Services related to: EC Rider Comprehensive Operations Analysis**

**Notice to Proceed 27-Mar-23**  
**For Services Performed: June 2023**

<u>TASK DESCRIPTION</u>	<u>Fee</u>	<u>% Complete</u>	<u>Fee Earned To Date</u>	<u>Previously Invoiced</u>	<u>Current Amount Due</u>
Task 1 - Project Management & Administration	\$ 20,605.43	35.00%	\$ 7,211.90	\$ 4,121.09	\$ 3,090.81
Task 2 - Public Engagement	\$ 38,356.43	60.00%	\$ 23,013.86	\$ 13,424.75	\$ 9,589.11
Task 3 - COA Purpose & Need, Goals & Objectives and KPI	\$ 16,278.75	72.00%	\$ 11,720.70	\$ 4,395.26	\$ 7,325.44
Task 4 - Assessment of Existing Transit System	\$ 49,670.53	30.00%	\$ 14,901.16	\$ 3,973.64	\$ 10,927.52
Task 5 - Scenario Development & Evaluation	\$ 40,880.05	0.00%	\$ -	\$ -	\$ -
Task 6 - Implementation Plan	\$ 16,150.85	2.00%	\$ 323.02	\$ 323.02	\$ -
Task 7 - Prepare Briefings and Presentations for Transit Co-Op and County	\$ 14,509.18	0.00%	\$ -	\$ -	\$ -
Task 8 - Direct Costs	\$ 16,867.50	0.00%	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$213,318.72</b>	<b>26.80%</b>	<b>\$ 57,170.64</b>	<b>\$ 26,237.76</b>	<b>\$ 30,932.88</b>

<b>BILLING SUMMARY</b>		
<b>Total Contract Amount</b>		<b>\$213,318.72</b>
<b>Previous Billed to Date</b>	\$	<b>26,237.76</b>
<b>Amount of this Invoice</b>	\$	<b>30,932.88</b>
<b>Total Billed to Date</b>	\$	<b>57,170.64</b>
<b>Fee Remaining</b>		<b>\$156,148.08</b>

*For invoice inquiries please contact:*  
**Guderian Nery, Accounting Department**  
 Phone: (251) 586-6089 Email: guderian.nery@hdrinc.com

**June 2023 Status Report**  
[HDR Period 06]  
**EC Rider Comprehensive Operations Analysis**  
[HDR Project Number 10369858]

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**Work Completed**

During the period, the following were performed:

- Task 2.1 – Project Management
  - Prepared monthly invoice and progress report
  - Scheduled July Project Management Team Meeting
- Task 2.2 – Public Engagement
  - Implemented Phase I Public Engagement Efforts
    - Interviewed stakeholders
    - Held public engagement events
    - Created a Spanish version of survey and marketing materials
  - Started analyzing the survey results and stakeholder responses
- Task 2.3 – COA Purpose & Need, Goals & Objectives, and Key Performance Indicators
  - Continued work on Data Needs Matrix
  - Continued work on Goals & Objectives
- Task 2.4 – Route Analysis
  - Conducted site visit
  - Scheduled a meeting with the Operators

**Work Anticipated**

- Task 2.2 – Public Engagement
  - Summarize and Present Phase I Results
  - Conduct July PMT meeting
- Task 2.3 – COA Purpose & Need, Goals & Objectives, and Key Performance Indicators
  - Submit data needs matrix
  - Submit Final Goals & Objectives and Purpose & Need Statement
- Task 2.4 – Route Analysis
  - Meet with the Operators
  - Summarize & Present Site Visit Results
  - Continue working Route Profiles

**Problems or Difficulties Encountered**

- Creating Spanish Version of the Public Engagement efforts was not foreseen.

**Schedule Updates**

- None



**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT  
BETWEEN OKALOOSA COUNTY, FLORIDA AND HDR ENGINEERING, INC.**

OKALOOSA COUNTY, Florida (“County”), pursuant to Section 20 of the Okaloosa County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement for General Planning Consultants (the “Services”) under the same terms and conditions as the agreement between Florida-Alabama, Okaloosa-Walton and Bay County Transportation Planning Organizations (“Cooperative”) and HDR Engineering, Inc. (“Contractor”), is attached hereto as Attachment “A”, with a date of expiration of October 28, 2023.

Okaloosa County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced Agreement above. All references in the Agreement between the parties shall be assumed to pertain to and are binding upon Contractor and Okaloosa County. All references in the Agreement to “Cooperative” shall be substituted with “Okaloosa County, Florida”.

The parties agree to comply with 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 “B”. 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.

The parties agree to comply with the Federal Regulations set forth in Attachment “C”, which are incorporated herein as part of the Agreement.

The parties agree to comply with the General Insurance Requirements set forth in Attachment “D” which are incorporated herein as part of the Agreement.

The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Okaloosa County, Florida, and in any such action, Florida law shall apply.



Invoicing shall be handled in the following manner:

- HDR will invoice Emerald Coast Regional Council for the TDP services provided to Okaloosa County, in accordance with the Notice to Proceed.
- Emerald Coast Regional Council will invoice Okaloosa County for the same amount.
- Okaloosa County agrees to be solely responsible for any amount invoiced from HDR to TDP for services provided to Okaloosa County.

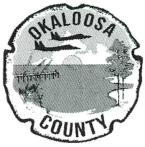
The Contractor agrees to waive any and all arbitration requirements listed in the Agreement.

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.

**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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

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

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. 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.

Agreed, accepted and consented to the 12th day of April, 2023.

**HDR ENGINEERING, INC.**

*Katie E. Duty*

Signature

Title: Vice President

Katie E. Duty

Print Name

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**OKALOOSA COUNTY, FLORIDA**

BY: \_\_\_\_\_

John Hofstad, County Administrator

A handwritten signature in blue ink, appearing to read "J. Hofstad", is written over a horizontal line.



**Attachment "A"  
AGREEMENT**



**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**FLORIDA-ALABAMA, OKALOOSA-WALTON AND BAY COUNTY**  
**TRANSPORTATION PLANNING ORGANIZATIONS**  
**AND**  
**HDR ENGINEERING, INC.**

This Agreement is entered into by and between the Florida-Alabama, Okaloosa-Walton, and Bay County Transportation Planning Organizations, hereinafter referred to as the TPOs, local governmental entities of the State of Florida, having offices at 4081 E. Olive Road, Suite A; Pensacola, Florida 32514 and 36474 A Emerald Coast Parkway, Suite 1201, Destin, FL 32541, and HDR Engineering, Inc., hereinafter referred to as the General Planning Consultant (GPC) having offices at 25 West Cedar Street, Suite 200, Pensacola, FL 32502-5945. The purpose of this Agreement is to provide the basis under which the TPOs and the GPC agree to cooperate to complete multiple TPO planning tasks identified in the TPOs' adopted **Unified Planning Work Programs ("UPWP")**.

It is hereby declared to be in the public interest and the purpose of the Agreement that the TPOs and the GPC jointly pledge their intention to cooperatively seek to undertake, perform and complete the technical studies required to complete the project. Specific areas of agreement to coordinate respective activities are as follows:

1.0 STAFF SERVICES

The GPC shall provide staff services to the TPOs to undertake, perform, and complete the reasonably necessary technical services required in the Scope of Services as outlined in the Request for Letters of Interest, "Attachment A", which is attached to and made part of this Agreement. More specifically, the GPC shall provide the specific staff services, which are identified in each negotiated Task Work Order, which shall be negotiated and signed by each party prior to proceeding with work and charges. The TPOs have authorized the "Transportation Planning Manager" to negotiate and approve each Task Work Order for tasks identified in the adopted **UPWPs**. The "Transportation Planning Manager" is Mary Beth Washnock [or his/her successor appointed from time to time by the TPO Staff Executive Director].

GPC shall provide its services in accordance with the normal degree of care and skill of other reputable engineers providing similar services on similar projects of like size and nature at the same time and in the same locale as this project.

## 2.0 PROJECT SCHEDULE

This Agreement shall begin on October 29, 2018 and shall continue for a period of three (3) years. Two one-year extensions will be available at the discretion of the TPO Staff Executive Director. The TPO Staff Executive Director is Austin Mount [or his/her successor appointed from time to time by the West Florida Regional Planning Council]. Within each Task Work Order shall be a schedule for completion of that task.

## 3.0 PROJECT BUDGET

A Project Budget, "Attachment B", which consists of the hourly rate for each classification of employee who will be working on this project, is developed by the GPC and made part of this agreement. These rates shall be negotiated with the TPOs and, upon approval, shall be used throughout the term of this Agreement on all Task Work Orders.

## 4.0 PROJECT COST

In each adopted **Unified Planning Work Program (UPWP)**, the TPOs may set aside funds for work to be completed by the GPCs. However, there is no guarantee of a specific funding level for GPC work during any specific fiscal year. Funds allocated for consultant work are dependent on future levels of federal, state, and local funding to the TPOs. The cost of each negotiated Task Work Order shall be established at the time each Task Work Order is developed and signed by the TPO and GPC. The cost shall be based on man-hours required to complete the project and hourly rates of personnel assigned to each task, as identified in "Attachment B" to this Agreement. The Transportation Planning Manager must be notified in writing of any personnel additions or deletions. The cost of each Task Work Order may include time for completion of the executed scope but shall not include time for correction of work resulting from negligent errors and omissions on the part of the GPC following review by the TPO Staff, TPO, and the Florida Department of Transportation.

## 5.0 METHOD OF PAYMENT

The GPC will adhere to the following procedures:

5.01 The GPC shall submit monthly progress reports in sufficient detail to show progress on each task of the scope, as described in "Attachment A" and current, open Task Work Orders. Reports shall be submitted by the fifteenth day of the subsequent month whether or not an invoice accompanies the report.

- 5.02 The GPC shall submit monthly invoices signed by a principal or authorized project director of the GPC as to their correctness. The TPOs shall provide a copy of an invoice format used on other projects. A standard Florida Department of Transportation invoice summary format is acceptable. The invoice summary and progress report shall show (i) the total contract amount, (ii) the percent of total work completed to the date of the invoice, (iii) a description of services billed in the current invoice (including those performed by sub-consultants) by task (iv) the amount of all previous billings, and (v) the amount currently billed in the invoice. Each invoice shall be consecutively numbered and shall include the TPO Project Account Number (TPO Account, Task Number). The TPO staff shall provide this information for each Task Work Order.
- 5.03 The final payment for each Task Work Order shall be withheld until final completion of all work on that task.
- 5.04 The invoices shall be accompanied by the monthly progress report.
- 5.05 When the Transportation Planning Manager has approved the statement, the West Florida Regional Planning Council on behalf of the TPOs will issue a check to the GPC.
- 5.06 The TPOs may withhold payment until questions of accuracy and correctness of the monthly invoice and monthly progress report are cleared up to the satisfaction of the TPOs. Otherwise, payment shall be governed by the Florida Local Government Prompt Payment Act, Sections 218.70 *et seq.*, Florida Statutes.
- 5.07 All sub-consultants will be paid through the GPC and by the GPC.

## 6.0 WORK PRODUCTS

The GPC shall provide copies of all draft and final work products as identified in each Task Work Order. Work products shall be in a format compatible with the TPOs' computer system and as specified by the TPOs. For all tasks, no less than a final printed product and an electronic product shall be delivered to the TPOs. Any reuse or modification of such Work Product for purposes other than intended by the GPC in its scope of services herein shall be at the TPO's sole risk and without liability to the GPC.

## 7.0 TERMINATION

Subject in all events to Section 9.03 of this Agreement, this Agreement may be terminated for any reason by the TPOs or the GPC by giving written notice to the other

party thirty (30) calendar days prior to such termination. If either party is in substantial breach of the Agreement, termination may be made after thirty (30) calendar days in written notice and the failure of the party to so cure. Notices shall be addressed as follows:

If to the TPOs: Florida-Alabama, Okaloosa-Walton, and Bay County TPOs  
c/o West Florida Regional Planning Council  
ATTN: Ms. Mary Beth Washnock, Transportation Planning Manager  
P.O. Box 11399  
(4081 E. Olive Road, Suite A, Pensacola, FL 32514)  
Pensacola, Florida 32524-1399  
Phone: 850-332-7976  
Fax: 850-637-1923  
Email: [marybeth.washnock@wfrpc.org](mailto:marybeth.washnock@wfrpc.org)

If to the GPC: HDR Engineering, Inc.  
ATTN: John Wimberly, PE  
25 West Cedar Street, Suite 200  
Pensacola, Florida 32502-5945  
Phone: (850) 429-8921  
Email: [John.Wimberly@hdrinc.com](mailto:John.Wimberly@hdrinc.com)

## 8.0 ADDITIONAL CONSIDERATIONS

It is not the intent of this Agreement to specify all areas that can or should be effectively coordinated; rather, the parties agree to work together in a collaborative effort requiring timely and open communications, professionalism and cooperation.

## 9.0 STANDARD PROVISIONS

9.01 SUPPLEMENTAL AGREEMENTS – It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the written and duly authorized signatures of representatives of the TPOs and the GPC, anything to the contrary in this Agreement notwithstanding.

9.02 THIRD PARTY CONTRACT – Third parties that are now authorized subcontractors of the HDR Engineering, Inc. Team include Carpe Diem Community Solutions. Except as noted above and otherwise authorized in writing by the TPOs, the GPC shall not execute any contract or obligate itself in any other manner with any third party with respect to the project.

### 9.03 TERMINATION OR SUSPENSION

- (a) Termination or Suspension Generally – If the GPC materially defaults in the performance of its obligations, or if the GPC abandons or, before completion, finally discontinues the project or if for any other reason the commencement or timely completion of the project by the GPC is rendered improbable, infeasible, impossible, or illegal, in each instance as determined by the TPOs, the TPOs may, by written notice to the GPC, (i) suspend any or all of the GPC’s services under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or (ii) the TPOs may pursue each and every available legal and equitable remedy, including but not limited to monetary damages, attorneys’ fees, and costs incurred in obtaining relief.
- (b) Action Subsequent to Notice of Termination or Suspension – Upon receipt of any suspension or termination notice under this section, the GPC shall proceed promptly to carry out the actions required therein which may include any or all of the following: 1) necessary action specified by the TPOs to terminate or suspend, as the case may be, program activities and contracts; 2) furnish to the TPOs a final statement of the status of the project costs incurred before receipt of notice of termination or suspension (as applicable); and 3) deliver to the TPOs all documents and information developed by the GPC and its subconsultants in the performance of (i) services for which the GPC has received payment and (ii) services for which the GPC is seeking payment

9.04 AUDIT AND INSPECTION – The GPC shall permit the TPOs to inspect all work, payrolls, records of personnel, invoices and other relevant data and records; and to audit the books, time based and reimbursable expense records and accounts of the GPC, pertaining to the development of the Project. Records of costs incurred under this Agreement shall be maintained and made available upon request to the TPOs.

### 9.05 NONDISCRIMINATION

- (a) Compliance with Regulations – The GPC shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

- (b) Nondiscrimination – The GPC, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The GPC shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) Solicitations for Subcontractors, including Procurements of Materials and Equipment – In all solicitations made by the GPC, either by competitive biddings or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the GPC of the GPC's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status. However, this Section 9.05(c) does not affect in any manner the restrictions of Section 9.02 of this Agreement.
- (d) Information and Reports – The GPC shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the GPC is in the exclusive possession of another who fails or refuses to furnish this information, the GPC shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* and shall set forth what efforts the GPC has made to obtain this information.
- (e) Sanctions for Noncompliance – In the event of the GPC's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal*

*Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the GPC under the contract until the GPC complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions – The GPC shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The GPC shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the GPC becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the GPC may request the *Florida Department of Transportation* to enter into such litigation to protect the interest of the *Florida Department of Transportation*, and, in addition, the GPC may request the United States to enter into such litigation to protect the interests of the United States.

9.06 ACCURACY OF WORK – The GPC shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the GPC and if due to causes within the GPC’s reasonable control without additional compensation. Acceptance of the work by the TPOs will not relieve the GPC of the responsibility for subsequent correction of any negligent errors or omissions and the clarification of any ambiguities.

9.07 PROHIBITED INTERESTS – No member, officer, or employee of the TPOs or of the member governments during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. While this Agreement is in effect, and for one year after this Agreement expires or terminates for any reason, the GPC will not take any action inconsistent with this Section 9.07.



- 9.08 GOVERNING LAW – This Agreement shall be governed by, and be construed in accordance with, the codified and common laws of the State of Florida.
- 9.09 INDEPENDENT CONTRACTOR – The GPC shall be an independent contractor, and shall not hold itself or its employees out as employees of the TPOs.
- 9.10 CONFIDENTIALITY – Except for documents and data which are required to be disclosed by applicable law or court order, the GPC has the duty to maintain the confidentiality of all information, recommendations, plans and communications relating to each of the UPWPs, both during the term of this Agreement and after its termination or expiration.
- 9.11 STANDARD OF CARE – In performing its work under this Agreement, GPC shall exercise the level of care and skill ordinarily exercised by design professionals performing the same or similar work, at the same time and locality, and under the same or similar conditions.

#### 10.0 INSURANCE AND INDEMNIFICATION

The GPC shall not commence work on this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the TPOs. The GPC shall indemnify and save the TPOs harmless from any and all claims, liability, losses, and causes of actions to the extent arising out of negligent act, error, or omission of the GPC's professional services under this agreement. The GPC shall pay all claims and losses resulting from the direct performance of the services in connection herewith and shall pay all costs and judgments that may issue thereon.

The GPC shall maintain during the term of this Agreement the following insurance:

- A. Business Automobile Liability Insurance covering all non-owned and hired vehicles with limits of liability of \$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage.
- B. Commercial General Liability Insurance for premises/operations, products/completed operations, contractual liability, and independent contractors with limits of liability of \$1,000,000 per claim for bodily injury and property damage.
- C. Worker's Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.
- D. Professional Liability Insurance in compliance with section 337.106, Florida Statutes, with limits of \$300,000 per claim and in the annual aggregate.

The GPC shall furnish certificates of insurance to the TPOs prior to commencement of operations, which certificates shall clearly indicate that the GPC has obtained insurance



in the type, amount, and classification as required for strict compliance with this section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the TPOs. Compliance with the foregoing requirements shall not relieve the GPC of its liability and obligations under this section or under any other portion of this Agreement.

By entering into this Memorandum of Agreement, the TPOs do not waive any of their rights or immunities under section 768.28, Florida Statutes, or other Florida laws.

This Agreement, consisting of pages one (1) through nine (9), together with the Attachments identified herein, constitutes the entire base Agreement between the TPOs and the GPC concerning each UPWP issued pursuant to this Agreement, and supersedes all prior written or oral understandings. Specific Task Work Orders shall specify the work to be accomplished, man hours, schedule, and cost for each task included in this Agreement. This Agreement and said Attachments and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

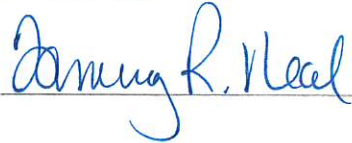
IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the TPOs and the GPC, do hereby enter into this Agreement.

**FLORIDA-ALABAMA, OKALOOSA-WALTON, AND BAY COUNTY  
TRANSPORTATION PLANNING ORGANIZATIONS**

By: **WEST FLORIDA REGIONAL PLANNING COUNCIL**

By:   
Austin Mount, Executive Director

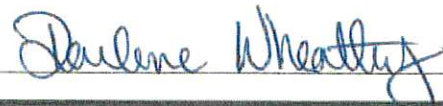
DATE: 10-29-18

WITNESS: 

**HDR ENGINEERING, INC.**

By:   
Christine Kefauver, Area Manager

DATE: October 30, 2018

WITNESS: 

Attachment A: Request for Letters of Interest

## **REQUEST FOR LETTERS OF INTEREST**

### **FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION**

#### **REQUEST FOR LETTERS OF INTEREST NOTICE TO PROFESSIONAL CONSULTANTS**

The Florida-Alabama Transportation Planning Organization (FL-AL TPO), the Okaloosa-Walton Transportation Planning Organization (O-W TPO), and the Bay County Transportation Planning Organization (BC TPO) [FL-AL TPO, O-W TPO, and BC TPO are referred to separately as “TPO” and collectively as “the TPOs”], in cooperation with the Florida Department of Transportation (FDOT) and the Alabama Department of Transportation (ALDOT), and the West Florida Regional Planning Council (WFRPC) request that qualified consultants submit Proposals for consideration in the competitive selection of professional transportation planning services on the following project:

#### **PROJECT: GENERAL PLANNING CONSULTANTS (GPC)**

It is the intent for the TPOs to retain the services of one or more Consultants to provide support to one or more of the TPOs for the transportation planning activities set forth in the Unified Planning Work Programs (UPWPs). The Code of Federal Regulations defines a UPWP as “...a statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, timeframes for completing the work, the cost of the work, and the source(s) of funds.” [23 CFR 450.104]. The proposed length of the agreement is three (3) years, with the option of two (2) one-year extensions, to be exercised at the sole discretion of the West Florida Regional Planning Council’s Executive Director. The work involves providing assistance to the TPO staff on a work assignment basis in a variety of technical, graphical, public involvement, and product review activities. The Consultants shall assist the TPO staff by providing additional resources as needed to accomplish assignments authorized by the TPO. Consideration will be given to

only those firms that have been prequalified by the FDOT to perform the following MAJOR Type(s) of Work.

- MAJOR TYPE OF WORK:**
- 13.3 Policy Planning
  - 13.4 Systems Planning
  - 13.5 Subarea/Corridor Planning
  - 13.6 Land Planning/Engineering
  - 13.7 Transportation Statistics

### **SCOPE OF SERVICES**

This section, Scope of Services, outlines tasks that may be assigned to the Consultants under a general planning consultant agreement. The Consultants may be asked to complete tasks from the [FL-AL TPO UPWP](#), the [O-W TPO UPWP](#), and the [BC TPO UPWP](#), and these tasks are described broadly as follows:

- A. **Public Participation Process (PPP):** The Consultants may assist the TPOs to educate and inform the public about the urban transportation planning process; devise methods to increase the public's awareness of how transportation systems are planned and constructed; and increase interest and participation in transportation planning projects. Consultants will encourage participation in the transportation planning process from as many sectors as possible, with specific attention to low-income groups, the elderly, physically disadvantaged, and minorities.
  
- B. **Regional Coordination:** Consultants will encourage that agencies at federal, state, and local levels engage in regional coordination of transportation plans. The agencies include the Association of MPOs (AMPO), National Association of Regional Councils (NARC), Federal Transit Administration (FTA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida MPO Advisory Council (MPOAC), Florida Transportation Commission (FTC), Florida State Legislature (House and Senate), and West Florida Regional Planning Council (WFRPC). The 2000 Census drew boundaries of urbanized areas that overlap political and traditional transportation planning areas, creating

continuous urbanized areas. Regional planning has been a federal and state planning emphasis area (PEA) and is a requirement for the State Transportation Regional Incentive Program (TRIP). The Consultants may assist the TPOs with regional planning activities.

- C. **Long Range Transportation Planning:** As required in 23 Code of Federal Regulations 450.324 (d), Consultant teams will prepare long range transportation plans (LRTPs) to be reviewed and updated at least every four (4) years in air quality non-attainment areas and at least every five (5) years in air quality attainment areas. The LRTP's validity and consistency with current and forecasted transportation and land use conditions and trends will be reviewed and the horizon year will be extended.
  
- D. **Transportation System Management (TSM) and Congestion Management Process (CMP) Planning:** The Consultants may assist the TPOs to identify projects that can be implemented quickly and are generally low cost operational improvements to the transportation system. Examples of TSM projects include adding turn lanes at intersections, updating traffic signals, modifying median openings, and making other operational improvements. CMP planning is required of TPOs to reduce traffic congestion in the TPO Planning Area. This includes an analysis of selected congested segments, and a comprehensive set of strategies to manage that congestion. The CMP rates the performance of transportation facilities (roadways, bike lanes, sidewalks, and transit services) and suggests low-cost, short-term strategies to alleviate congestion.
  
- E. **Intelligent Transportation Systems (ITS) Planning:** The purpose of ITS Planning is to achieve the efficient operation of existing transportation facilities through the use of advanced information and communications technologies. Consultant resources may be utilized to assist the TPOs and advisory committees in developing and implementing ITS strategies affecting various travel modes.
  
- F. **Freight Planning:** The Consultants may assist the TPOs in updating the Regional Freight Plan. The purpose of freight planning is to identify the primary categories of goods being transported, evaluate the efficiency of their

movement and identify improvements to the freight network. These improvements will be considered for inclusion in the TPO's priorities, FDOT's Work Program, and the Transportation Improvement Program(s) (TIP). Freight stakeholders will be included in the TPO planning process.

- G. **Public Transportation Planning:** The Consultants may assist the TPOs with public transportation planning activities that address short-term and long-term public transportation needs in the urbanized areas, assist with design and project management for rebuilding a public transportation facility in the Panama City urbanized area, assist with Transit Development Plan updates, and support the Transportation Disadvantaged Program.
- H. **Bicycle/Pedestrian Planning:** The Consultants may assist the TPOs to improve personal mobility by returning to principles of pedestrian and bicycle-friendly communities, otherwise known as 'livable communities', and to meet the goals of the Fixing America's Surface Transportation Act (FAST Act) to provide and promote modal choices. This task emphasizes considerations for pedestrians and bicyclists in all transportation planning and construction projects.
- I. **Air Quality Planning:** The Consultants may assist the TPOs in maintaining transportation conformity as defined by the U.S. Environmental Protection Agency (EPA) transportation conformity regulations (40 CFR Part 93, Subpart A), specifically with the Long Range Transportation Plans (LRTPs), Transportation Improvement Programs (TIPs), and any plans in which project identification numbers, project descriptions, funding types, and funding amounts are included. This task focuses on attainment with the national ambient air quality standard (NAAQS) for ground-level ozone and/or particulate matter 2.5.
- J. **Corridor Management Planning:** The Consultants may assist the TPOs in developing corridor management plans for arterial corridors. The TPOs will work with local governments to promote corridor management planning and the Consultants may assist the TPOs with plans to implement improvements as programmed in the 2040 Long Range Transportation Plan and previously adopted Corridor Management Plans.

- K. **Miscellaneous Technical Studies:** The activities associated with this task are included in the individual TPO Unified Planning Work Program as studies that are undertaken as the result of a special need identified during the course of carrying out the metropolitan planning program process. Illustrative tasks may include special trip generation studies, technical support to other transportation agencies, and review and analysis of other planning studies. An example completed under a previous agreement is the Feasibility Study of Advance Funding of Transportation Capacity Projects.
- L. **Transit Operations Planning:** Consultants may be used to assist the TPOs with transit operations planning activities, including assistance with transit corridor planning studies, development of service plans for new transit corridors and under-performing routes, route analysis, assistance with promotional and public involvement activities, and implementation of transit-friendly design standards.

RESPONSE EVALUATION: All respondents will be evaluated in accordance with Section 287.055(4), *Florida Statutes* (FS), and must be determined by the TPOs and the FDOT as qualified to do business in Florida and qualified to perform the advertised work requirements. The above project falls into the selection process so indicated in Chapter 14-75, Florida Administrative Code (FAC) wherein at least three (3) firms will be requested to submit technical proposals. The contract fee will be negotiated in accordance with Section 287.055 (FS).

Lobbying of TPO Members, TPO Advisory Committee Members and TPO Staff regarding this Request for Letters of Interest by any member of a Proposer's staff, or those people who are members of, or employed by, any legal entity affiliated with an organization that is responding to the Request for Letters of Interest, is strictly prohibited. Such actions may cause your proposal, or the proposal you are supporting, to be rejected.

SUBCONSULTANT OPPORTUNITY: Subconsultants that are not pre-qualified by FDOT shall be subject to compensation restrictions as specified in Chapter 14-75, FAC. Any such subconsultant utilized must be technically qualified by FDOT before work may commence.

NOTIFICATION OF CRIME CONVICTION: Each applicant shall notify FDOT within 30 days after a conviction of a contract crime applicable to it or any officer, director, executive, shareholder active in management, employee, or agent of its affiliates. "The term 'contract crime' means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract." (Section 337.165 (1)(c), FS, under Section 337.164 (FS)., the privilege of conducting business with FDOT shall be denied to applicants so convicted until such applicant is properly reinstated pursuant to Section 337.165, F.S., and Chapter 14-75, FAC.

FEDERAL DEBARMENT: By signing and submitting a Letter of Interest, the consultant certifies that no principal (which includes officers, directors, and executives) is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this engagement by any federal department or agency.



EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM STATEMENT: The TPOs do not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, 42 USC 2000d to 2000d-4, and Title 49 CFR, Part 21. The TPOs ensure, in accordance with 49 CFR Part 26, that certified FDOT Disadvantaged Business Enterprise Program (DBE) participants have an equal opportunity to receive and participate in FDOT assisted contracts.

TO RESPOND: Firms, pre-qualified to conduct business in the State of Florida by the FDOT, are asked to submit fifteen paper copies and one electronic copy (either on a flash drive included in the submission or via email to [jill.lavender@wfrpc.org](mailto:jill.lavender@wfrpc.org)) of the Letter of Interest to the WFRPC office by 4:30 p.m. (CT), Friday, April 6, 2018. Letters of Interest should not contain links to Web Pages and must, at a minimum, include the following information:

- a. Project Name: General Planning Consultants (GPC)
- b. Consultant's name and address
- c. Proposed responsible office for consultant
- d. Contact person, phone number, and Internet Email Address
- e. Statement regarding prequalification of consultant or proposed subconsultants in advertised type of work
- f. Proposed key personnel and their proposed roles (do not include resumes)
- g. Subconsultant(s) that may be used for the project not listed in item 'e' above
- h. A Bid Opportunity List (FDOT Form No. 375-040-62) should be included as a separate attached file. This will not be counted as one of the five pages of the Letter of Interest.

The "Letter of Interest" must be no more than five (5) one-sided pages in length and shall describe related experience, training, and qualifications to complete planning tasks for the TPOs.

The outside of the envelope containing the Proposal must be marked GENERAL PLANNING CONSULTANT SERVICES FOR THE FLORIDA-ALABAMA TPO,

THE OKALOOSA-WALTON TPO, AND THE BAY COUNTY TPO. The TPOs will accept no responsibility for letters not so marked. Letters are to remain in effect for 90 calendar days from the date of submission. The TPO reserves the right to reject any and all proposals.

Requests for clarification of the requirements or inquiries about information contained in this request must be submitted to Jill Lavender at [jill.lavender@wfrpc.org](mailto:jill.lavender@wfrpc.org) by 4:30 p.m. (CT), Friday, March 16, 2018. Responses to all questions will be posted at one time by 4:30 p.m. (CT), Friday, March 23, 2018, on the WFRPC webpage at <http://www.wfrpc.org/requests-proposals-rfps>.

Mail fifteen paper copies and one electronic copy to the WFRPC:  
Jill Lavender  
P.O. Box 11399  
Pensacola, FL 32524  
E-MAIL: [jill.lavender@wfrpc.org](mailto:jill.lavender@wfrpc.org)  
Phone: (850) 332-7976, ext. 212

Or to physical address:  
4081 E. Olive Road, Suite A  
Pensacola, FL 32514

**SELECTION PROCESS:** After the WFRPC's receipt of Letters of Interest, a Selection Committee consisting of TPO elected officials, technical committee members, citizen advisory committees, and staff shall shortlist a minimum of three firms. Shortlisted firms will be notified by e-mail. The selection committee invites shortlisted firms to submit a technical proposal and reserves the right to ask for oral presentations from shortlisted firms. Firms will be ranked based upon their understanding of requested services, project approach, technical strength, unique concepts, experience, and quality control methods. TPO Staff will present the GPC Selection Committee's determination to the TPO Boards for their approval at their regular August 2018 meetings.

2018 SCHEDULE: The proposed schedule for this Request for Letters of Interest is as follows:

Monday, March 5, 2018	Issue Request for Letter of Interest
Friday, April 6, 2018	Letter of Interest due from Proposers
Wednesday, May 2, 2018	Short listing of proposers completed by Selection Committee
Monday, May 7, 2018	Technical Proposal Submittal Requirements and Oral Presentation Requirements issued to short-listed firms
Wednesday, June 20, 2018	Technical Proposals Due
Wednesday, July 25, 2018	Oral Presentations/Evaluation/Final Recommendation of Selection Committee
Wednesday, August 8, 2018	Florida-Alabama TPO Board Action
Thursday, August 16, 2018	Okaloosa-Walton TPO Board Action
Wednesday, August 22, 2018	Bay County TPO Board Action

# Attachment B: Project Budget

# Partially Loaded Without Operating Margin

Consultant	Item	Partially Loaded Rates Without Operating Margin
HDR Engineering, Inc.	Project Manager Home	\$ 130.58
HDR Engineering, Inc.	Principal Engineer Home	\$ 181.28
HDR Engineering, Inc.	Senior Engineer Home	\$ 135.24
HDR Engineering, Inc.	Project Engineer Home	\$ 122.80
HDR Engineering, Inc.	Engineer Home	\$ 85.02
HDR Engineering, Inc.	Engineering Intern Home	\$ 79.91
HDR Engineering, Inc.	Chief Planner Home	\$ 210.94
HDR Engineering, Inc.	Senior Planner Home	\$ 115.69
HDR Engineering, Inc.	Senior Scientist Home	\$ 120.30
HDR Engineering, Inc.	Project Planner Home	\$ 100.43
HDR Engineering, Inc.	Planner Home	\$ 73.56
HDR Engineering, Inc.	Appraiser Home	\$ 141.23
HDR Engineering, Inc.	Transportation Data Scientist Home	\$ 140.24
HDR Engineering, Inc.	GIS Specialist Home	\$ 81.92
HDR Engineering, Inc.	Graphic Designer Home	\$ 77.14
HDR Engineering, Inc.	Secretary/Clerical Home	\$ 66.17
Carpe Diem Solutions	Community Outreach Specialist Home	\$ 108.15



**Attachment "B"**  
**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: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_



## Attachment “C” Federal Clauses

This Attachment is hereby incorporated by reference into the main *Contract*.

### FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*<sup>1</sup>

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. [G1K02 and G2496] which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

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

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

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):** Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

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

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<sup>1</sup> Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [*proposer/consultant/contractor*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.



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

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):** Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *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 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *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 Contract 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 *Contractors* 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) *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.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):**

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

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):**

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



not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):** Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *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 Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *contractor* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

**Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



**Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

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

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

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

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

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

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



**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be unilaterally terminated immediately by County for *Contractor's* violating this provision, without penalty.

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

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

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





National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

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

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

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

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

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



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

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The \_\_\_\_\_ on behalf of \_\_\_\_\_ the contractor is authorized to sign below and confirm the contractor is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_



### **Buy America Certificates**

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

#### **Certificate of Compliance with Buy America Requirements**

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **GENERAL SERVICES INSURANCE REQUIREMENTS FOR** **PROFESSIONAL LIABILITY**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.



## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

## **BUSINESS AUTOMOBILE LIABILITY**

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

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability

5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

**INSURANCE LIMITS OF LIABILITY**

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

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

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the

Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

### **INDEMNIFICATION & HOLD HARMLESS**

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

### **CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.

7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

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

## **EXCESS/UMBRELLA INSURANCE**

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

**EXHIBIT A**

**TASK ORDER No. 21**

This Task Order pertains to an Agreement by and between Okaloosa County (“OWNER”), and HDR Engineering, Inc. (“CONSULTANT”), dated \_\_\_\_\_, 2023, (“the Agreement”). CONSULTANT shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 21

PROJECT NAME: EC Rider Comprehensive Operations Analysis (COA)

**PART 1.0 PROJECT DESCRIPTION:**

The OWNER is requesting assistance for the following task work elements and deliverables:

1. Comprehensive Operations Analysis (COA)

Each task work element is summarized in Part 2.0 below and includes the responsibilities of both the CONSULTANT and OWNER, deliverables associated with each task work element, and task timeline (if applicable).

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT:**

**2.1 Project Management & Administration**

**2.1.1 Project Schedule**

The CONSULTANT will develop a detailed project schedule that establishes start and end points for each project task, submittal dates for draft and final deliverables, and proposed project, agency, and public meeting dates. The schedule will be reviewed quarterly, and any activities that have fallen behind will be flagged with schedule recovery mitigations identified.

**2.1.2 Monthly Reporting and Invoices**

The CONSULTANT will prepare monthly progress reports that describe activities that have been completed in the preceding month; activities planned for the next month; any outstanding issues or concerns that affect the project schedule, budget, or technical tasks; and actual project status relative to the established schedule and budget. The CONSULTANT will submit monthly invoices and reports in a template provided by Emerald Coast Regional Council (ECRC).

### **2.1.3 Establish Project Management Team**

A Project Management Team will be established to monitor and provide input to the COA. The CONSULTANT will work with the OWNER to identify potential members of the Project Management Team, which will likely include five to seven individuals providing representation from the OWNER, ECRC, and the local governments within the OWNER's service area. The Project Management Team will review each deliverable (as specified in the following tasks) and provide input on the development of the public participation process.

### **2.1.4 Project Management Meetings**

The CONSULTANT will facilitate Quarterly Project Management Team meetings throughout the course of the project. Prior to each meeting, the CONSULTANT will prepare an agenda and accompanying materials for discussion. The meetings will be added to the project schedule once an official notice to proceed is received to account for holiday conflicts. The CONSULTANT will deliver meeting minutes within five business days of each meeting. The CONSULTANT will develop and maintain an Action Item list to facilitate the expedited resolution of issues and decision points. The Action Item list will be reviewed at each Project Management Team meeting and updated for inclusion with the meeting minutes. Regardless of when the Project Management Team meets, there will be continuous coordination between the CONSULTANT and OWNER throughout the project.

#### *Deliverables:*

- Project Management Plan
- Project Schedule
- Monthly Progress Report/Invoices
- Quarterly Project Management Team Meeting Agenda, Minutes, and Action Item List

## **2.2 Public Engagement**

The purpose of the Public Engagement efforts is to gain an understanding of desired level of transit in Okaloosa County and its key functions. This is accomplished through meeting with stakeholders, current riders, appointed/elected officials, and potential riders at key stages in the COA.

### **2.2.1 Prepare Public Involvement Plan**

The CONSULTANT will prepare a PIP for review and approval by the OWNER. The COA PIP will be consistent with the TPO's adopted Public Involvement Plan ([adopted June 2021](#)). The PIP will include a set of public involvement strategies that supports and provides guidance for decision making related to the project objectives. The PIP will include measures of effectiveness, such as number of completed surveys, number of attendees at scheduled events, number of comments received, and demographic information to gauge the success of targeted approaches, document results, and evaluate outreach efforts.

## 2.2.2 Implement Public Engagement Activities

The Public Engagement Activities will take place over two phases: one coinciding with the Assessment of the Existing System (Item 2.4), and the other coinciding with Evaluation of the Scenarios (Item 2.5). Each Phase will consist of the following activities:

- Public Engagement Kick Off meeting to discuss community demographics, establish outreach tactics, and select stakeholders to be interviewed.
- Interviews with Okaloosa County Commissioners
- Meetings with Stakeholders (1-hour) – Up to 15 municipal and industry stakeholders will be identified by the OWNER and would include representatives from:
  - City of Crestview
  - City of Destin
  - City of Miramar Beach
  - City of Niceville
  - Destin-Fort Walton Beach Airport
  - City of Fort Walton Beach
  - Walton County Board of County Commissioners
  - Crestview Chamber of Commerce
  - Destin Chamber of Commerce
  - Greater Ft. Walton Beach Chamber of Commerce
  - Walton Area Chamber of Commerce
  - Destin Ft. Walton Beach Visitors Bureau
- Conducting surveys with Current and Potential Riders per phase to be distributed by the OWNER along transit routes and identified locations for paper surveys. Digital surveys available through collateral material to be placed in transit routes and identified public spaces by OWNER.

In addition, the CONSULTANT will partner with the Okaloosa Communications/Public Information Officer to complete the following tasks:

- Update the client's existing webpage content. The webpage will continue to be maintained and hosted by the client and will provide information on the current project status, meeting locations, survey links (if applicable), and a place to provide comments;
- Prepare two (2) press releases prior to survey distribution;
- Develop content for social media; and
- Identify opportunities for connections with current and potential riders.

## 2.2.3 Prepare Summary of Public Involvement Activities

A summary of the Public Involvement activities conducted throughout the course of the Project will be developed for inclusion in the 2023 COA and TDP Major Update.

### *Deliverables:*

- Draft and Final Public Involvement Plan

- Commissioner and Stakeholder Interview Findings
- Landing Page and Social Media Content
- Summary of Public Involvement Activities

## **2.3 COA Purpose & Need, Goals & Objectives, and Key Performance Indicators**

### **2.3.1 Purpose & Need Statement**

The CONSULTANT will review the 2022-2031 Transit Development Plan (TDP) Major Update, EC Rider Operating Procedures, Okaloosa County Planning Documents, and related materials to develop the COA Purpose and Need Statement. The Purpose and Need Statement provides an overview of how the EC Rider system is currently operating, challenges the system is facing, what a COA is, and why it is needed.

### **2.3.2 Goals & Objectives**

The CONSULTANT will work with the OWNER to establish goals and objectives to guide the development of the COA. Part of this task will be a review of current agency-wide goals and any ECRC or pertinent local government goals. Unique and new goals and objectives are expected to be identified for the near-term focused COA. The proposed goals and objectives for the COA could relate to productivity, ridership, service area, equity, operations, system efficiency and effectiveness, and financial objectives given new development and ridership patterns. The process could also result in the identification of specific objectives addressing: local service areas/corridors, frequency, coverage, on-time performance, and ridership by market segment.

### **2.3.3 Key Performance Indicators (KPIs)**

The CONSULTANT will develop KPIs to accompany the agreed upon goals and objectives. The KPIs will be used to evaluate the different service design alternatives developed for this project to see how well they achieve the established Goals & Objectives. Potential KPIs include:

- Projected ridership;
- Cost per trip;
- Access and travel times to key destinations;
- Farebox recovery ratio;
- Subsidy per trip;
- Populations served; and
- Average travel time.

The KPIs will be designed to be quantifiable using data that are readily available or routinely collected by the OWNER for the study. Preferably, the data will be available and collected by the OWNER after the study. This would allow for continual monitoring of and adjustments to the system.

#### *Deliverables:*

- Purpose & Need Statement



- Goals & Objectives
- Key Performance Indicators
- Draft and Final Technical Memorandum #1

## **2.4 Assessment of Existing Transit System & TDP Annual Update**

The CONSULTANT will build upon the Baseline Conditions Assessment and Route Profiles from the TDP Major Update to create a comprehensive summary of the current transit network to see how well it performs against the established KPIs with the findings summarized in Technical Memorandum #2. In addition, the CONSULTANT will review actions since the adoption of the TDP Major Update to draft TDP Annual Progress Report. The Assessment of the Existing System & TDP Annual Update will consist of the following tasks:

### **2.4.1 Data Needs Matrix**

The CONSULTANT shall create a Data Needs Matrix summarizing the community and transit system data needed for the COA, the sources of the data, and the responsible party for obtaining/generating the data. Once the matrix is complete, it will be sent to the OWNER to obtain assistance in gathering the missing data.

### **2.4.2 Field Observations**

To assess the performance of the transit network, the CONSULTANT will observe the daily operation of the fixed route system to support the COA. This task will consist of riding each route and/or driving on each road with fixed route service in a personal or staff vehicle. The following information will be collected as part of the field observations:

- Locations for travel time delay:
  - Signal Delay
  - Traffic Delay
  - Customer Delay
- Safety concerns, such as lane changes or unprotected left turns;
- Bus stop placement and conditions; and
- On-time performance.

The field observations will be supported with photographs, operator interviews, or other notes to summarize the experience associated observing the routes. It will not be possible to collect all-day or peak hour observations for every route. Therefore, the CONSULTANT will coordinate the planned field review with the OWNER to determine which routes (up to six routes) should receive peak-hour observations. These field operations will take place over a consecutive 5-day period within 90 days of the Notice to Proceed (NTP).

#### *Meetings with Coach Operators*

Once the field observations and draft report are complete, the CONSULTANT will schedule up to two (2) two-hour meeting(s) with Operators/Supervisors to discuss the findings. Supplementing the field observations and ride-along surveys, the purpose of these meetings is to identify additional issues along the route(s), areas with low/no ridership, or destinations not being served by EC Rider.

### 2.4.3 System Evaluation

The COA requires an assessment of an agency's existing transit services and system. The CONSULTANT will perform key subtasks to provide the foundation for the assessment of existing transit services and inform the development of delivery scenarios. These tasks include:

- Evaluate Available Service Data – The CONSULTANT will evaluate the available datasets to enable an analysis of service performance. This will include examining the data from the Data Needs Matrix and Field Observations task;
- Analyze Route Level Performance – Each route in the network will be reviewed for three components – cost effectiveness, operational execution, ridership performance. These three areas will give the CONSULTANT and the OWNER a picture on how each route is performing and what areas may require adjustment(s);
  - **Route profiles.** To accomplish this, CONSULTANT will create profiles of the routes in the network. These profiles will identify overall productivity, efficiency, and effectiveness of each route for each service period. Fundamental route information will take the form of a “snapshot” to orient the audience to each route quickly and dynamically. From there, the remaining charts and maps will provide insight on the efficacy of strategies for each route and its riders, based on available and collected data. Route performance profiles will include the following information (as available) for a recent year:
    - Route Number;
    - Span of service and headways by time period
    - Land use, demographic, and socioeconomic characteristics along each route;
    - Stop condition and status of origins/destinations within ¼ mile of the stop;
    - Route boardings and alightings (based on route observations and passenger mile survey);
    - On-Time Performance; and
    - Service statistics (route miles, peak bus requirements, total/revenue miles and hours).

The route level evaluation will include:

- A ranking of individual routes by productivity by the CONSULTANT with input from the OWNER;
  - Assessment ridership activity at bus stops; and
  - A general assessment of actual transit travel times (including transfer times) between various locations throughout the service area.
- Analyze System Level Performance – The overall system will be assessed to determine how it is functioning as part of an integrated

mobility network to see how well it is connected to other transportation modes, such as first mile/last mile options, bicycle network, and sidewalks. The purpose of this assessment is to identify barriers between current and potential transit users and overall accessibility to origins and destinations. It will also identify gaps in the sidewalk network, opportunities for multimodal connections, and/or potential partnerships to provide transportation options different parts of the service area.

#### **2.4.4 TDP Annual Update**

The CONSULTANT shall draft the TDP ANNUAL Update and submit it to the OWNER for review and comment. The TDP Annual Update will consist of the following tasks:

- Summarize previous year and current year accomplishments compared to the TDP Major Update's Implementation Program;
- Analysis of any discrepancies between the TDP Major Update and its implementation for the past year and the steps that will be taken to attain the original goals and objectives;
- Any revisions to the implementation program for the coming year;
- Revising the implementation program for the tenth year;
- Adding recommendations for the new tenth years of the updated plan;
- Developing a revised financial plan; and
- Drafting a revised list of projects or services needed to meet goals and objectives.

After the review by the OWNER, the CONSULTANT will address any comments and prepare the Final TDP Annual Update. The CONSULTANT shall submit the Annual Update to FDOT District 3 on the OWNER's behalf. After the review of the Annual Update by FDOT, the CONSULTANT shall address any comments and resubmit to FDOT.

##### *Deliverables:*

- Data Needs Matrix
- Field/Ride-Along Surveys & Observations Summary
- Route and System level assessment
- TDP Annual Update
- Draft and Final Technical Memorandum #2
- GIS Map Graphic Files and datasets

## **2.5 Scenario Development & Evaluation**

### **2.5.1 Sketch Planning**

After completing the Assessment of the Existing System, the CONSULTANT will develop a sketch planning tool to evaluate where in the community transit service is needed, the level of service provided, and how to use transit to connect different parts of the service area. The sketch planning tool allows for multiple individuals, including PMT Members, to build conceptual networks, identify micromobility areas, and propose a route structure

to facilitate travel across the study area. Up to 10 concepts will be created and presented to the PMT for discussion. The concepts will be built around one or more of the following themes:

- Reduced Operations – Service is reduced in one or more parts of the study area to free up resources for expanded service, frequencies, etc.;
- Mobility on Demand (MoD) – Implementing one or more MoD zones providing curb to curb service within the zone(s) and curb to stop to facilitate travel outside the zone(s) via the fixed route system;
- Ridership-Based – Designing service to maximize ridership by having routes operate along major corridors within the study area with little deviation/travel into residential communities; or
- Coverage-Based – Designing route to preserve equal access and levels of service across the study area.

The concepts will be shared with the PMT for discussion and initial evaluation against the Goals & Objectives.

### **2.5.2 Alternatives Development**

From the conceptual networks, up to 5 different alternatives will be developed. An alternative is a defined network consisting of routes, span of service, frequency, and other attributes to facilitate the analysis of the proposals against the KPIs. The alternatives will be designed to be budget neutral, where budget neutral is defined as  $\pm$  5 percent of the FY2022/2023 Adopted Budget. However, at least one alternative will either be with or without budgetary constraints to serve as a ‘What If’ Analysis. The PMT will determine whether budgetary restraints will be implemented and at what level budgetary changes.

### **2.5.3 Alternative Evaluation**

The proposed scenarios will go through two levels of analysis to determine how well they perform against the KPIs and achieve the goals identified in Item 2.3. The first level of analysis is an operational review. This evaluation will look at the resources (staff and financial) needed to operate each scenario. Potential outcomes include: costs per trip, revenue & service hours, revenue & service miles, staffing needs, and fleet size. In this phase, the scenarios will also be compared against the goals and objectives identified in 2.3.2 above.

The second level of scenario is to forecast ridership for the scenarios. Depending on the performance under the first level of analysis, only best performing scenarios would be subjected to this review. Potential outcomes include ridership, farebox recovery ratio, destinations served, and level of integration with rest of transportation network. The top performing scenario(s) after both levels of analysis are performed will be presented to the PMT for discussion and recommendation for implementation.

*Deliverables:*

- Sketch Planning Tool
- Conceptual Networks
- Alternative Network Designs & Evaluation
- Draft and Final Technical Memorandum #3

## **2.6 Implementation Plan**

Once the preferred scenario is selected, the CONSULTANT shall create an implementation plan and update the TDP Major Update. The Implementation Plan will consist of the following tasks:

### **2.6.1 Implementation Plan**

The CONSULTANT shall develop an Implementation Plan for the preferred scenario. It will consist of the following elements:

- General marketing strategy to include elected official preparation and learning sessions for current riders;
- Staff preparation and training;
- Route frequencies, span of service, and recommended time points;
- Stops to be removed, relocated, and/or added; and
- Title VI Analysis – If the Title VI Analysis indicates a disparate impact or disproportionate burden placed on low income and/or minority groups, the CONSULTANT shall provide strategies to mitigate these impacts.

### **2.6.2 Prepare Draft and Final COA Report**

The CONSULTANT will produce and submit an electronic copy of the Draft COA to the OWNER and the PMT for review, comment, and acceptance. The COA will also include an Executive Summary.

*Deliverables:*

- Draft and Final COA Report
- COA Presentation in PowerPoint format

## **2.7 Prepare Briefings and Presentations for Transit Co-Op and County Commission**

### **2.7.1 Transit Co-Op**

As Items 2.3, 2.4, 2.5, and 2.6 are completed, a briefing will be given to the Okaloosa County Transit Cooperative (Co-Op). The purpose of the briefing is to summarize the findings from the Item, discuss how it affects the performance of the system, and seek direction for the next Item.

### **2.7.2 Okaloosa County Commission**

A PowerPoint presentation will be prepared and presented to the County Commission at the end of Item 2.4 and 2.6. The Item 2.4 Presentation will be for information only and will provide the County Commission an overview of the performance of the existing system. The Item 2.6 presentation will be for action and will cover the final report, recommended changes, and implementation plan.

### **2.7.3 Okaloosa-Walton County TPO**

A project update will be prepared for two TPO Meetings that occur during the Period of Service for this TO. The project update will be information only. After the Final Report is presented to the County Commission a brief presentation will be prepared for the subsequent TPO meeting.

## **PART 3.0 OWNER'S RESPONSIBILITIES:**

### **3.1 COA**

For the COA, the OWNER will be responsible for the following tasks:

- Schedule a kick-off meeting with the CONSULTANT within four weeks of the NTP;
- Identify and help contact individuals to serve on the Project Management Team;
- Provide staff to represent the OWNER at Project Management Team meetings;
- Provide data requested by the Data Needs Matrix;
- Distribute the Passenger-Mile Survey forms to the affected operators and require them to fill out the form;
- Submit the completed Passenger Mile Survey forms at the end of each week;
- Schedule meeting(s) between Operators/Supervisors and the CONSULTANT to discuss route/system performance;
- Provide identification to the CONSULTANT to allow the Consulting Team to ride the bus routes for no charge; and,
- Review the Deliverables prepared by the CONSULTANT and prepare comments within ten (10) business days of receipt.

## **PART 4.0 PERIODS OF SERVICE:**

The initial Period of Service for Task Order No. 21 will be for the period of one year starting with the OWNER's NTP date. All deliverables listed in this Task Order shall be compiled into a final report and delivered to the OWNER by February 28, 2024, except for the TDP Annual Progress Report, which shall be completed by August 31, 2023.

## **PART 5.0 CONSULTANTS FEE:**

This Task Order 21 is a lump sum proposal with the total estimated CONSULTANT's FEE for Tasks 2.1 - 2.7 described herein at **\$213,318.72**

PART 6.0 OTHER:

This Task Order is executed this 21st day of August, 2023.

Okaloosa County Board of County Commissioners

“OWNER”

BY:



NAME: Robert A. "Trey" Goodwin III

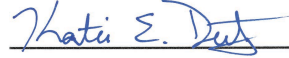
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HDR ENGINEERING, INC.

“ENGINEER”

BY:



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