

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/06/2021

Contract/Lease Control #: C18-2637-TDD

Procurement#: RFQ TDD 63-17

Contract/Lease Type: CONTRACT

Award To/Lessee: MRD ASSOCIATES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/14/2017

Expiration Date: 10/03/2022

Description of: ENGINEERING & ARCHITECTURAL CONSULTING SERVICES

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Date: September 8, 2021
 Company: MRD Associates, Inc
 Attn: Michael Dombrowski
 Address: 543 Harbor Blvd, Suite 204
 City, St, Zip: Destin, FL 32541
 RE: 2nd Renewal Option

CONTRACT: C18-2637-TDD
 MRD ASSOCIATES, INC.
 ENGINEERING & ARCHITECTURAL
 CONSULTING SERVICES
 EXPIRES: 10/3/2022

Dear Mr. Dombrowski

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C18-2637-TDD for an additional term. The contract renewal period will be 10/4/2021 to 10/3/2022. The annual budgeted amount for this contract is \$TBD per hourly rates. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Jennifer Adams
 Signature: Adams
Digitally signed by Jennifer Adams
 Date: 2021.09.09 11:15:43 -04'00'

Contractor: MRD Associates, Inc

Date: _____
 Approved By: John Hofstad
Digitally signed by John Hofstad
 Date: 2021.09.09 12:49:05 -05'00'

Approved By: _____
Digitally signed by Michael R. Dombrowski
 Date: 2021.09.08 09:34:47 -05'00'

(as prescribed below on item 1)

Date: _____
 Approved By: Carolyn N. Ketchel Title: President



(as prescribed below on item 1)
Carolyn N. Ketchel, Chairman
 Date: OCT 05 2021

Date: _____

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/08/2020

Contract/Lease Control #: C18-2637-TDD

Procurement#: RFR TDD 54-17

Contract/Lease Type: CONTRACT

Award To/Lessee: MRD ASSOCIATES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/04/2017

Expiration Date: 10/03/2021 W/1 1 YR RENEWAL

Description of: COASTAL AND ENVIRONMENTAL ENGINEER SERVICES

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2020

C18-2637-TDD

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

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

PRODUCER Iron Ridge Insurance 4971 Royal Gulf Circle Fort Myers FL 33966		CONTACT NAME: Karen Brinkley PHONE (A/C, No, Ext): (800) 775-8526 E-MAIL ADDRESS: kbrinkley@ironridgeinsurance.com		FAX (A/C, No): (239) 288-7544	
INSURED MRD Associates, Inc. 543 Harbor Blvd Suite 204 Destin FL 32541		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Phoenix Insurance Co		25623	
		INSURER B: Travelers Casualty & Surety Company		19038	
		INSURER C: Liberty Insurance Underwriters, Inc		19917	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL20123105617 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		660-5P261512-PHX-21	01/02/2021	01/02/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		660-5P261512-PHX-21	01/02/2021	01/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-5P260748-21-47-G	01/02/2021	01/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEXNYABW7MS001	01/02/2021	01/02/2022	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County is an Additional Insured with respect to General Liability and Auto Liabilit

CONTRACT#: C18-2637-TDD
MRD ASSOCIATES, INC.
COASTAL & ENVIRONMENTAL ENG SVS
EXPIRES: 10/03/2021 W/1 1 YR RENEWAL

CERTIFICATE HOLDER update - Okaloosa County BOCC Okaloosa County - Attn Risk Mgmt 302 N. Wilson Street Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TASK ORDER APPROVAL FORM

CONTRACT #: C18-2637-TDD

TASK ORDER #: 6

TASK ORDER AMOUNT: \$ 10,000.00

CONTRACT#: C18-2637-TDD
MRD ASSOCIATES, INC.
COASTAL & ENVIRONMENTAL ENG SVS
EXPIRES: 10/03/2021 W/1 1 YR RENEWAL

OFFERED BY CONSULTANT:

MRD Associates, Inc.

FIRM'S NAME

Michael R. Dombrowski

REPRESENTATIVE'S PRINTED NAME

Michael R. Dombrowski

SIGNATURE

President

01/08/2021

TITLE

DATE

Charlotte
Dunworth

Digitally signed by
Charlotte Dunworth
Date: 2021.01.11 07:29:47
06:00

**RECOMMENDED FOR APPROVAL
(Department Director)**

Jennifer
Adams

Digitally signed by
Jennifer Adams
Date: 2021.01.11
07:36:38 -06'00'

SIGNATURE

TDD Director

TITLE

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual) Table 1**

Jeffrey A
Hyde

Digitally signed by Jeffrey
A Hyde
Date: 2021.01.11
09:39:11 -06'00'

PURCHASING MANAGER

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

VIA EMAIL

January 08, 2021

Mr. Alex Fogg, Coastal Resource Manager
Tourist Development Department
Okaloosa County
1540 Miracle Strip Parkway
Fort Walton Beach, Florida 32548
afogg@myokaloosa.com



mrd associates, inc.

Coastal, Marina & Water Resources Engineering

543 Harbor Blvd., Suite 204
Destin, Florida USA 32541
850.654.1555 • (fax) 654.0550

Subject: COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER: C18-2637 TDD
Task Order 6 – East Pass Supplemental Sediment Excavation Feasibility Study Review

Dear Mr. Fogg,

At your request, attached is Task Order 6 for the review of the *East Pass Supplemental Sediment Excavation Feasibility Study* and support documentation prepared by Taylor Engineering, Inc. under the County's Contract Number C18-2637 TDD with MRD Associates, Inc.

If you have any questions, please feel free to give me a call at 850.654.1555.

Sincerely,

mrd associates, inc.

A handwritten signature in black ink that reads "Michael R. Dombrowski". The signature is written in a cursive style.

Michael Dombrowski, P.E.
Principal Engineer
md@mrd-associates.com

**COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER C18-2637-TDD**

Task Order 6 – East Pass Supplemental Sediment Excavation Feasibility Study Review

I. SCOPE OF WORK

Task 1.0 Study Review

MRD will review the East Pass Supplemental Sediment Excavation Feasibility Study and support documentation prepared by Taylor Engineering, Inc. consisting of the following documents:

- 1) Preliminary Basin Alternatives Performance Evaluation – 164 pages
- 2) Decision Document – 37 pages
- 3) Appendix A - Wave, Current and Water Level Measurements – 18 pages
- 4) Appendix B – WIS 73176 and WIS 73354 Hindcast Wave Roses – 26 pages
- 5) Appendix C – Inshore Current Measurements – 5 pages
- 6) Appendix D – HD Model Calibration and Verification Model Results – 7 pages
- 7) Appendix E – East Pass Geotech Report DRAFT – 325 pages
- 8) Appendix F – Proposed Enviro Conditions – 5 pages
- 9) Appendix G – Permitting Considerations – 4 pages

This will not be an exhaustive review but will be conducted to a reasonable level to assess if the approach, performance of the work and the conclusions meet general coastal engineering guiding principles and standards. MRD will prepare a letter report summarizing our review.

II. INFORMATION TO BE PROVIDED BY THE COUNTY

The COUNTY will provide MRD with the documents listed above.

III. ASSUMPTIONS AND EXCLUSIONS

This investigation will be limited to a review of the existing documents. The following items are excluded from this Task Order.

- 1) Collection of additional and verification of presented data and information.
- 2) Numerical modeling.

IV. FEES AND EXPENSES, AND SCHEDULE

Total estimated Fees and Expenses for the described services shall be \$10,000.00 and may be completed within 3 weeks of receiving the Notice to Proceed.



Signature

January 8, 2021

Date

Michael Dombrowski, P.E., President
Printed Name, Title

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2637-TDD

TASK ORDER #: 5

TASK ORDER AMOUNT: \$ 54,535.00

CONTRACT#: C18-2637-TDD
MRD ASSOCIATES, INC.
COASTAL & ENVIRONMENTAL ENGINEER SVS
EXPIRES: 10/03/2021 W/1 YR RENEWAL

OFFERED BY CONSULTANT:

MRD Associates, Inc.

FIRM'S NAME

Michael R. Dombrowski

REPRESENTATIVE'S PRINTED NAME

Michael R. Dombrowski

SIGNATURE

President

10/12/2020

TITLE

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

Jennifer Adams

Digitally signed by
Jennifer Adams
Date: 2020.10.15
06:52:32 -05'00'

SIGNATURE

Director, Tourist Development Department

TITLE

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual) Table 1**

Jeffrey A. Hyde

Digitally signed by Jeffrey
A. Hyde
Date: 2020.10.16
08:01:41 -05'00'

PURCHASING MANAGER

DATE

Faye Douglas

Digitally signed by Faye
Douglas
Date: 2020.10.16
10:58:17 -05'00'

OMB Director/DATE

DATE

John Hofstad

Digitally signed by John
Hofstad
Date: 2020.10.16
11:05:23 -05'00'

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

Revised November 3, 2017

Charlotte
Dunworth

Digitally signed by
Charlotte Dunworth
Date: 2020.10.15
06:32:56 -05'00'

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2637-TDD

TASK ORDER #: 5

TASK ORDER AMOUNT: \$ 54,535.00

OFFERED BY CONSULTANT:

MRD Associates, Inc.

FIRM'S NAME

Michael R. Dombrowski

REPRESENTATIVE'S PRINTED NAME

Michael R. Dombrowski

SIGNATURE

President

TITLE

10/12/2020

DATE

RECOMMENDED FOR APPROVAL (Department Director)

Jennifer Adams

Digitally signed by
Jennifer Adams
Date: 2020.10.15
06:52:32 -05'00'

SIGNATURE

Director, Tourist Development Department

TITLE

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1

Jeffrey A. Hyde

Digitally signed by Jeffrey
A. Hyde
Date: 2020.10.16
08:01:41 -05'00'

PURCHASING MANAGER

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

Revised November 3, 2017

Charlotte
Dunworth

Digitally signed by
Charlotte Dunworth
Date: 2020.10.15
06:32:58 -05'00'

VIA EMAIL

October 12, 2020

Mr. Alex Fogg, Coastal Resource Manager
Tourist Development Department
Okaloosa County
1540 Miracle Strip Parkway
Fort Walton Beach, Florida 32548
afogg@myokaloosa.com



mrd associates, inc.

Coastal, Marina & Water Resources Engineering

543 Harbor Blvd., Suite 204

Destin, Florida USA 32541

850.654.1555 • (fax) 654.0550

Subject: COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER: C18-2637 TDD
Task Order 5 – Okaloosa Island and Destin Beach and Offshore Surveys
Okaloosa Island Shoreline and Volume Assessment 2020

Dear Mr. Fogg,

At your request, attached is Task Order 5 for the *Okaloosa Island and Destin Beach and Offshore Surveys, and the Okaloosa Island Shoreline and Volume Assessment 2020* under the County's Contract Number C18-2637 TDD with MRD Associates, Inc.

If you have any questions, please feel free to give me a call at 850.654.1555.

Sincerely,

mrd associates, inc.

A handwritten signature in black ink that reads "Michael R. Dombrowski". The signature is written in a cursive, flowing style.

Michael Dombrowski, P.E.
Principal Engineer
md@mrd-associates.com

Okaloosa County Contract Number C18-2637 TDD
Task Order 5 – Okaloosa Island and Destin Beach and Offshore Surveys
Okaloosa Island Shoreline and Volume Assessment 2020

COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER C18-2637-TDD
Task Order 5 – Okaloosa Island and Destin Beach and Offshore Surveys, and
Okaloosa Island Shoreline and Volume Assessment 2020
Scope of Work

This Task Order will provide an update to the “2016 Shoreline and Volume Assessment”, prepared by Taylor Engineering, dated October 2016 conducted along the 2.8 miles of Okaloosa Island coastline between Department of Environmental Protection (FDEP) Reference Monument R-1 and R-16 (Figure 1). The 2016 report calculated shoreline (Mean High Water Line, MHWL) position, and shoreline and volume changes and rates by applying surveys collected in November 1989 (Pre-Opal), June 2007 and June 2016.

In general, the purpose of this Task Order is to update the assessment by Taylor (2016). MRD Associates, Inc. (MRD) will perform the followings tasks for Okaloosa County (COUNTY):

- 1) perform beach and offshore surveys for 16 profile lines (R-1 to R-16);
- 2) obtain the 2020 post-Hurricane Sally LiDAR survey data collected by the U.S. Army Corps of Engineers (USACE) Joint Airborne LiDAR Bathymetry Technical Center of Expertise (JALBTCX);
- 3) download the 2018 post-Hurricane Michael LiDAR survey data and 2017 LiDAR survey data;
- 4) update the historical shoreline position and volume changes; and,
- 5) prepare a report.

In addition, beach and offshore surveys for 34 profile lines (FDEP Monuments R-17 to R-50) will be performed along the 6.6-mile shoreline extending from East Pass (R-17) to the Okaloosa-Walton County line (R-50).

I. SCOPE OF WORK

Task 1.0 Beach and Offshore Profiles

Dewberry Engineers, Inc. (sub-contractor to MRD) will perform beach and offshore profile surveys from FDEP Monuments R-1 through R-16 (16 profiles) as shown in Figure 1, and from FDEP Monuments R-17 through R-50 (34 profiles) for a total of 50 profile lines. All work shall be conducted under the direct responsible charge of a Florida Licensed Professional Surveyor and Mapper and be in accordance with “Section 01000 Beach Profiling Topographic Surveying” and “Section 01100 Offshore Profile Surveying” specified in “Monitoring Standards for Beach Erosion Control Projects”, prepared by DEP, edited October 2014 (or later), as well as Chapter 5J-17, Florida Administrative Code (FAC). Vertical and horizontal data will be collected and presented in feet based upon the North American Vertical Datum of 1988 (NAVD 88) and Florida State Plane Coordinate System, North American Datum of 1983/1990 (NAD 83/90), respectively.

Okaloosa County Contract Number C18-2637 TDD
Task Order 5 – Okaloosa Island and Destin Beach and Offshore Surveys
Okaloosa Island Shoreline and Volume Assessment 2020

Beach profiles shall begin at least 200 feet landward of the R-monument and extend seaward to a reasonable wading depth. The beach profiles will be conducted using standard Real-Time Differential Global Positioning System (RTK/DGPS) surveying techniques. Elevations shall be taken at a maximum of 10-foot intervals along each profile line and at all grade breaks or major changes.

Offshore profiles shall extend a minimum of 3,000 feet seaward of the R-monument and have adequate overlap with the seaward limit of the wading survey. Soundings shall be obtained continuously along the offshore profiles and be acquired using a survey vessel with centrally located, hull-mounted transducer. Horizontal positioning will be acquired, and soundings obtained by RTK using a single-frequency fathometer and Trimble Real-time RTK/DGPS. Coastal Oceanographics' "HYPACK" system will be used for vessel navigation, data collection/storage and for merging the beach and offshore data. All calibrations including fathometer, horizontal position, measurement of static draft, squat and settlement shall be conducted and documented in accordance with published requirements.

Upon completion of the surveys, the raw data will be reviewed and processed. Electronic spikes and/or other anomalies shall be removed and/or reconciled after comparison with fathometer charts. The beach and offshore data will be merged and edited to form a continuous string of profile data and plotted along with historic profile lines. The bathymetric data will be contoured at appropriate scaled intervals and plotted. The Task 1.0 surveys will extend offshore beyond the depth of closure and will be used to calculate the shoreline position, and shoreline and volume changes and rates both above and below the MHWL.

Task 2.0. Shoreline and Volume Assessment – Okaloosa Island only

MRD will obtain the available monitoring survey data from the COUNTY – November 1989 (Pre-Opal), June 2007 and June 2016. The surveys conducted in Task 1.0 are anticipated to be performed in November 2020 (NTP and weather dependent). The 2020 beach and offshore profile data will be compared to the 2016 surveys.

MRD will also obtain the 2017, 2018 and 2020 LiDAR survey data. The LiDAR survey data may not extend to depth of closure to measure the volume changes below the MHWL and will be used to measure the shoreline position and volume changes above the MHWL to document the condition of the upland beach and dunes. The 2017 survey was performed between March 31 and April 8, 2017 for the Northwest Florida Water Management District and the 2018 survey was performed between October 24 and November 4, 2018 to document the impacts of Hurricane Michael by the USACE JALBTCX aerial survey unit. The JALBTCX is currently (September 2020) conducting LiDAR surveys of Northwest Florida (including Okaloosa Island) in response to Hurricane Sally and the data is anticipated to become available by the end of 2020.

**Okaloosa County Contract Number C18-2637 TDD
Task Order 5 – Okaloosa Island and Destin Beach and Offshore Surveys
Okaloosa Island Shoreline and Volume Assessment 2020**

Shoreline position, and shoreline and volume changes and rates will be presented in both tabular and graphic format for Okaloosa Island only. The narrative will include an interpretation of the data and the results will be summarized in a written report.

II. INFORMATION TO BE PROVIDED BY THE COUNTY

The COUNTY will provide MRD with any survey data of the Study Area (beach and offshore surveys) in digital format, monitoring reports, and other relevant information.

III. ASSUMPTIONS AND EXCLUSIONS

This investigation will be limited to best available data and information, unless data collection is listed herein.

The following items are excluded from this Task Order.

- 1) Permitting phase services and State Lands authorizations.
- 2) Regulatory permit, building permit or any other fees outside of listed herein.
- 3) Geotechnical Investigations.
- 4) Value engineering or development and assessment of multiple conceptual layouts.
- 5) Preliminary and final design and the preparation of construction drawings and specifications.
- 6) Bidding, bid award and construction phase services.
- 7) Post-construction monitoring.

IV. FEES AND EXPENSES, AND SCHEDULE

Total estimated Fees and Expenses for the described services shall be \$54,535.00.

The beach and offshore surveys will be performed in November 2020 – weather dependent and may commence within 2 weeks of receiving the Notice to Proceed. The survey data will be processed and submitted to the COUNTY within 30-days or less of completion of the field surveys. The monitoring report for Okaloosa Island may be completed and submitted to the COUNTY within 90-days or less of the completion of the Okaloosa Island surveys. Refer to the attached breakdown of fees.



Signature

October 12, 2020

Date

Michael Dombrowski, P.E., President
Printed Name, Title

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

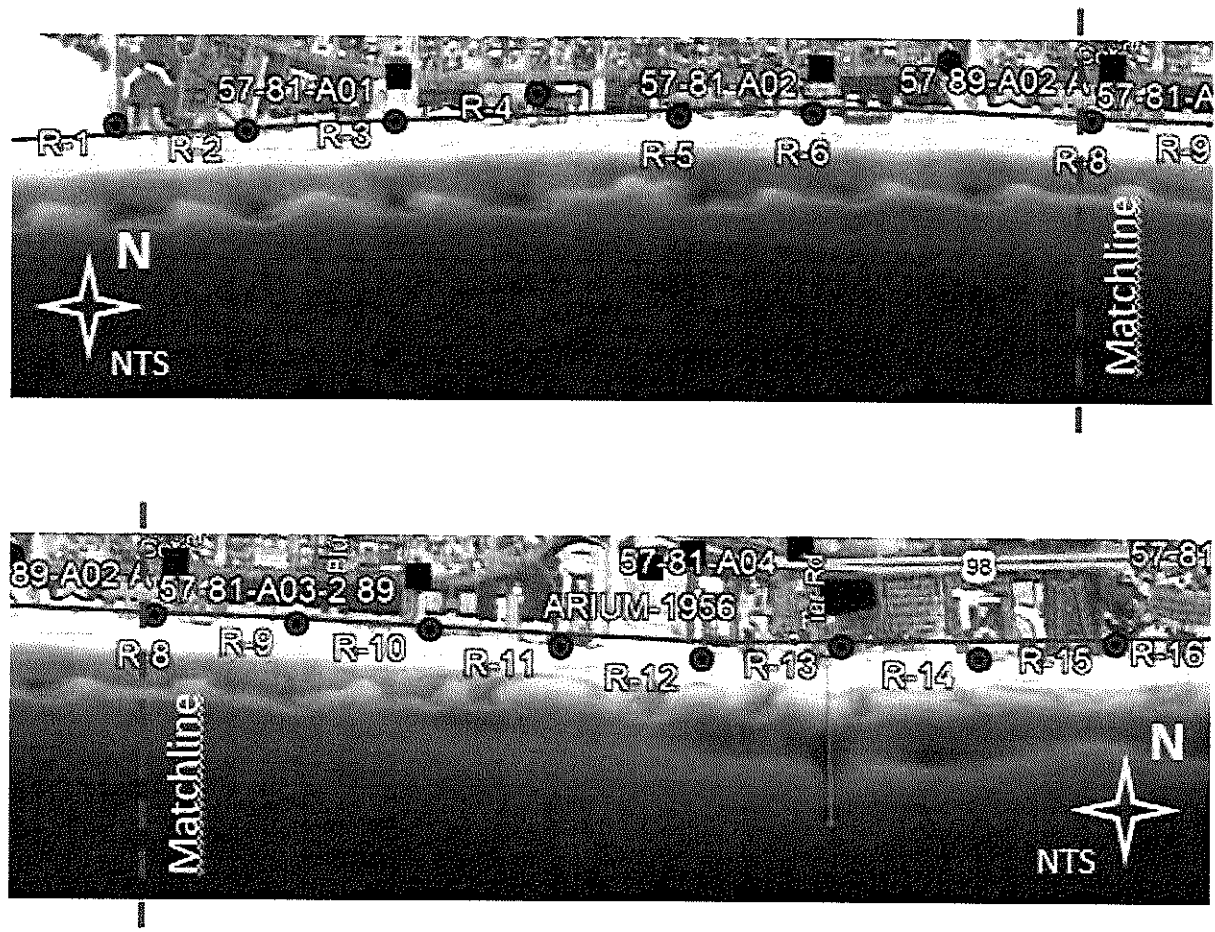


Figure 1. Okaloosa Island – Monitoring limits from DEP Monument R-1 to R-16.



Figure 2. Destin, Florida-- Monitoring limits from DEP Monument R-17 to R-50.

Destin and Okaloosa Island, Florida
Surveys, and Shoreline and Volume Assessment
Contract Number C18-2637-TDD
October 12, 2020

HOURS AND FEE ESTIMATE BY TASK																
TASK	MRD Associates, Inc.						DEWBERRY Engineers, Inc.						Totals			
	Principal Engineer	Senior Engineer	Engineer II	Engineer Tech I	Sub-Totals		Surveyor VII	Survey Crew	Surveyor IV	CADD Tech III	Admini. Pro. II	Sub-Totals		FEEES	EXPENSES	FEEES AND EXPENSES
	\$195	\$145	\$120	\$80	FEEES	EXPENSES	\$140	\$180	\$100	\$95	\$85	FEEES	EXPENSES	FEEES	EXPENSES	FEEES AND EXPENSES
1.0. BEACH AND OFFSHORE SURVEYS																
1.1. Beach and Offshore Surveys - Okaloosa Island (16 profiles)	0.0	1.0	0.0	1.0	\$225.00	\$0.00	16.0	32.0	32.0	24.0	8.0	\$14,160.00	\$0.00	\$14,385.00	\$0.00	\$14,385.00
1.2. Beach and Offshore Surveys - Destin (34 profiles)	0.0	2.0	0.0	4.0	\$510.00	\$0.00	34.0	68.0	68.0	50.0	16.0	\$29,910.00	\$0.00	\$30,520.00	\$0.00	\$30,520.00
2.0. SHORELINE AND VOLUME ASSESSMENT																
2.1. Shoreline and Volume Analysis - Okaloosa Island	2.0	4.0	24.0	16.0	\$5,130.00	\$0.00	0.0	0.0	0.0	0.0	0.0	\$0.00	\$0.00	\$5,130.00	\$0.00	\$5,130.00
2.2. Report - Okaloosa Island	4.0	8.0	16.0	8.0	\$4,500.00	\$0.00	0.0	0.0	0.0	0.0	0.0	\$0.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00
TOTALS:	6.0	14.0	40.0	28.0	\$10,240.00	\$0.00	34.0	68.0	68.0	50.0	16.0	\$29,910.00	\$0.00	\$40,150.00	\$0.00	\$40,150.00

Note: estimate for task order cost purposes only;
 actual billings may vary but will not exceed task order total





CONTRACT/LEASE RENEWAL FORM

Date: August 12, 2020
 Company: MRD Associates, Inc
 Attn: Michael Dombrowski
 Address: 543 Harbor Blvd, Suite 204
 City, St, Zip: Destin, FL 32541
 RE: First Renewal Option

CONTRACT#: C18-2637-TDD
 MRD ASSOCIATES, INC.
 COASTAL & ENVIRONMENTAL ENGINEER SVS
 EXPIRES: 10/03/2021 W/1 1 YR RENEWAL

Dear Mr. Dombrowski:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C18-2637-TDD for an additional term. The contract renewal period will be 10/4/2020 to 10/3/2021. The annual budgeted amount for this contract is \$ TBD per hourly rates. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Jennifer Adams
 Signature: _____
Digitally signed by Jennifer Adams
 Date: 2020.08.17 06:22:28 -05'00'

Contractor: MRD Associates, Inc

Date: _____
 Approved By: John Hofstad
 (as prescribed below on item 1)
Digitally signed by John Hofstad
 Date: 2020.08.20 13:06:33 -05'00'

Approved By: Michael R. Dombrowski
Digitally signed by Michael R. Dombrowski
 DN: cn=Michael R. Dombrowski, o=MRD Associates, Inc., ou=amr@mrda.com, email=amr@mrda.com, c=US
 Date: 2020.08.13 12:38:08 -05'00'

Date: _____
 Approved By: _____
 (as prescribed below on item 1)
Robert A. "Trey" Sandwin
 Date: SEP 01 2020



Title: President
 Date: _____

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/06/2017

Contract/Lease Control #: C18-2637-TDD

Procurement #: RFQ TDD 54-17

Contract/Lease Type: CONTRACT

Award To/Lessee: MRD ASSOCIATES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/4/2017

Expiration Date: 10/3/2020 W/ TWO (2), ONE (1) YR RENEWALS

Description of Contract/Lease: COASTAL AND ENVIRONMENTAL ENGINEER SERVICES

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2637-TDD

TASK ORDER #: 4 - Revision 2

TASK ORDER AMOUNT: \$ 94,265.00 added \$ 4000.00

OFFERED BY CONSULTANT:

MRD Associates, Inc.

FIRM'S NAME

CONTRACT#: C18-2637-TDD

MRD ASSOCIATES, INC.

COASTAL & ENVIRONMENTAL ENG. SERVICES

EXPIRES: 10/03/2020

Michael R. Dombrowski

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

President

TITLE

March 3, 2020

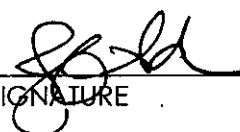
DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

CDos/18/20



SIGNATURE

Director

TITLE

3/18/2020


DATE



PURCHASING MANAGER

03/19/2020

DATE



OMB Director/DATE

3.20.20

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

VIA EMAIL

March 3, 2020

Tourist Development Department
Okaloosa County
1540 Miracle Strip Parkway
Fort Walton Beach, FL 32548

mrd
mrd associates, inc.
Coastal, Marina & Water Resources Engineering
543 Harbor Blvd., Suite 204
Destin, Florida USA 32541
850.654.1555 • (fax) 654.0550

Subject: COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER: C18-2637 TDD
Task Order 4 Amendment 2 –*Soundside Access No. 2 Amenities*
Design, Permitting and Construction Phase Services

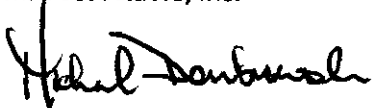
Attached is Task Order 4 Amendment 2 for the *Soundside Access No. 2 Amenities Design, Permitting and Construction Phase Services* under the County's Contract Number C18-2637 TDD with MRD Associates, Inc.

The Florida Department of State, Division of Historical Resources (DHR), in their letter dated January 24, 2020 is requiring the applicant (Okaloosa County) to conduct a Cultural Resource Assessment Survey (CRAS) as part of the permitting of the proposed site improvements.

If you have any questions, please feel free to give me a call at 850.654.1555.

Sincerely,

mrd-associates, inc.



Michael Dombrowski, P.E.
Principal Engineer
md@mrd-associates.com

**COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER C18-2637-TDD
Task Order 4 Amendment 2 – Soundside Access No. 2 Amenities
Planning, Design, Permitting and Construction Phase Service
Scope of Work**

Okaloosa County Department of Public Works (COUNTY) and Tourist Development Department (TDD) and the Okaloosa Island Leaseholders Association (OILA) desire to improve the sound-side (north side) accessways on Okaloosa Island to provide recreational opportunities, increase amenities and beautify the area. Soundside Access No. 2 is the first area identified for this effort.

The involvement and input of the public and other stakeholders is key to the success of this project. The best engineering solution must meet the needs of the Leaseholders, adjacent property owners, and interest groups, be funded, be environmentally sound, and be consistent with public policy and cultural values. Only through active and continuous input from the stakeholders can these criteria be successfully addressed. A Public Workshop is necessary to determine exactly what amenities at the Soundside Access No. 2 are in the best interest of all parties involved - the Okaloosa Island Leaseholders Association (OILA), adjacent property owners, County constituents and the TDD.

A conceptual design was developed and approved by the TDD on February 26, 2019 (attached). In general, the purpose of this Task Order is to design, permit and provide construction phase services for the development of the improvements outlined in the approved conceptual design (project). MRD Associates, Inc. (MRD) will perform the followings tasks for Okaloosa County (COUNTY):

I. SCOPE OF WORK

Task 1.0 Planning Services

- 1.1 Preparations and Notifications:** MRD will compile data and other information to prepare presentation materials for the Public Workshop. To effectively communicate and facilitate the development and recommendations for a potential project, MRD will notify OILA and request a Public Workshop Notice be posted on the OILA website. The immediately adjacent property owners will be notified of the Public Workshop via U.S. Postal Service mail. The County TDC may also desire to post a Notice on their website.
- 1.2 Public Workshop:** The purpose of this public workshop is to shape a “locally-preferred” sound-side project at Access No. 2, while keeping the OILA and the public informed. MRD will coordinate and chair a public workshop to present an opportunity for OILA and the public: 1) to input, comment and refine the conceptual ideas, 2) to select a “locally-preferred” alternative(s) and, 3) to provide input on the development of a project. The Workshop schedule is dependent on TDD, OILA and venue availability.

- 1.3 Report and Conceptual Plan:** MRD will summarize the findings and results of Task 1.2 and prepare a written DRAFT Report. The report will include documentation of Participants, their comments and suggestions used in the performance of the work. The DRAFT Report will also include the “locally-preferred” alternative(s) along with the next steps to be taken.

MRD will develop one (1) Conceptual Plan for the desired alternative(s) based on public input under Task 1.2. The Conceptual Plan will include the accessway and the desired alternative(s) in plan view and cross section and be superimposed on a recent existing geo-referenced aerial.

MRD will also prepare a Preliminary Opinion of Probable Construction Cost (POPCC). The components that will be included in the POPCC will be determined under Task 1.2 and illustrated in the Conceptual Plan. The POPCC will also include an estimate for design, permitting, preparation of Construction Drawings and Technical Specifications, and construction phase services. This POPCC is for Budget Purposes Only and the estimated materials and unit costs represent the Engineer's best judgment as a professional design firm familiar with the type of proposed construction. The POPCC may be refined during preliminary design, or future value engineering and final design phases. The POPCC will be submitted to the COUNTY for review and be used by the COUNTY to determine the feasibility of the amenities.

- 1.4 TDC and BCC Presentations:** MRD will present the results of the Public Workshop, along with the Conceptual Plan and POPCC, to the Tourist Development Council (TDC) during the TDC monthly meeting and to the Okaloosa County Board of County Commissioners (BCC). Presentations will be dependent on TDC and BCC scheduling. Based on the results of the Public Workshop, and presentations to the TDC and BCC, the Report prepared in Task 1.3 will be finalized.

Task 2.0 Topographic and Bathymetric Surveys

MRD will prepare a boundary, topographic and bathymetric survey of the project site. The survey will include the area within the boundary of the property, a minimum of 25 feet outside of the boundary and approximately 25 feet into Santa Rosa Sound to wading depth, and contain:

1. Available title information provided by the TDD.
2. Existing conditions and improvements on site.
3. Existing utilities in proximity to the site.
4. Topography collected and plotted in 1-foot contours.
5. Bathymetry within the marina basin and out to wading depth into the Sound.
6. Two temporary benchmarks set on-site for future use.
7. Groundwater percolation testing.

The survey will meet the Minimum Technical Standards as prescribed by Florida Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code (FAC), and Section 472.027, Florida Statutes (FS). All work shall be conducted under the direct responsible charge of a Florida Licensed Professional Surveyor and Mapper. Vertical and horizontal data will be collected and presented in feet based upon the North American Vertical Datum of 1988 (NAVD 88) and Florida State Plane Coordinate System, North American Datum of 1983/1990 (NAD 83/90), respectively. A signed and sealed survey in hard copy and AutoCAD format will be provided.

Task 3.0 Environmental Assessment

MRD will prepare an environmental assessment of the project site. Based on existing documentation, the environmental resources within the project limits will be identified and an assessment of the potential impacts of the project upon existing environmental resources typical of the area will be prepared including, but not limited to, emergent and submerged vegetation, endangered and threatened species.

MRD will collect up to three (3) hand-driven sediment cores and collect limited water quality and metrological data as required by the Florida Department of Environmental Protection (DEP). The water quality and metrological data will include: turbidity, water temperature (C°), salinity, depth of waterbody, depth of sample collection, antecedent weather conditions, tidal stage and direction of flow, and wind direction and velocity. The location of the cores will be selected by probing the basin sea floor to determine the thickest deposit of fine-grained “muck” layer that may need to be excavated. Samples from the cores will be collected and delivered for analysis. Testing of sediment samples will be completed in three (3) phases: i) sediment grain size analysis to determine if the samples have greater than 5% silts/clays, and if so, then ii) a general chemical testing would be required by DEP. The general chemical testing will determine if there are contaminated soils existing in the marina basin. Depending on the findings and discussions with DEP then, iii) a more detailed set of chemical tests MAY be required by DEP. These additional detailed tests will be completed under separate authorization. The sampling, testing and results will be summarized in a written report. A figure with the existing bathymetry (Task 2.0), potential excavation limits and contaminated “hot spots” will be prepared.

Task 4.0 Design and Construction Drawings

MRD will meet with the landowners located immediately adjacent to the west of the project site and refine the approved Conceptual Site Plan based on that meeting and discussions with COUNTY and TDD staff. MRD will then develop a detailed engineering design and Construction Documents used for permitting (60%) and construction (100%). The design and Construction Drawings will include all elements required to permit and construct the project and consist of site work design for the new construction areas, including site layout and geometry plans; vehicular access (and gate) and parking; emergency vehicular movement; loading and unloading turn-out; site and grading; stormwater

management collection and conveyance systems, and enhanced stormwater swale; pedestrian walkways; ADA kayak and canoe launch docks; temporary vessel tie-up marginal dock; bulkhead; boardwalk; living shoreline, landscaping; and limited hardscaping. Depending on the results of Task 3.0, the design may include dredging the marina basin. During the design process, MRD will coordinate with other necessary sub-consultants to provide any needed AutoCAD files or any other required information to accomplish the comprehensive design.

MRD will design and prepare Construction Drawings and Technical Specifications for the construction of the project. The 24" x 36" Construction Drawings and Technical Specifications will incorporate appropriate engineering design and jurisdictional standards. The drawings will also include erosion control plans, technical specifications, Okaloosa County Construction Specifications and FDOT Standard Specifications will be referenced (if applicable). The Landscape design will include planting schemes - trees, shrubs, groundcovers, and grass areas, and living shoreline. Species selection will be native and indigenous species suitable for Northwest Florida. Plans will include planting schedules, specifications and installation details. Temporary irrigation for the upland landscape areas will be the responsibility of the Contractor. This design does not include utilities (water, sewer, etc.).

MRD will submit the 60% Construction Drawings and Technical Specifications for review and comment. MRD will prepare 100% complete Construction Drawings and Technical Specifications based on comments by COUNTY and TDD staff and the issued regulatory permits.

Task 5.0 Permitting

MRD will prepare permit sketches, applications and support information, and submit this information to agencies for permits and authorizations required to construct the project. Building permits will be the responsibility of the Contractor(s). MRD will coordinate and attend a pre-application meeting(s) with the Florida Department of Environmental Protection (DEP), U.S. Army Corps of Engineers (USACE) and Okaloosa County. MRD will coordinate with DEP, USACE and Okaloosa County and respond to Requests for Additional Information (RAI's) for all agencies as requested to assist in processing the permits. Permit fees are the responsibility of the COUNTY. The following permits and authorizations may be required for this project:

1. DEP Statewide Environmental Resource Permit (SWERP) (storm water permit).
2. U.S. Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (DEP) Environmental Resources Permit (ERP).
3. Okaloosa County Development Order (DO) through the through the Growth Management Department and compile all required documents.
4. Okaloosa Island Leaseholders Association Architectural Review Committee.

Task 6.0 Contract and Bidding Phase Services

The Okaloosa County Purchasing Department will be responsible for all contracting/bidding services and selecting a Contractor. The Purchasing Department will be responsible for the advertising and solicitation of bids, review bids for completeness, and make the final decision as to the Bidder's selection and award to construct the Project. MRD will prepare and supply the technical elements (Construction Drawings and Technical Specifications, bid quantities) to the COUNTY for their use and incorporation into the Purchasing Department's Contract and Bid Documents for the bidding and construction of the project. MRD's role in contracting will be limited to engineering and technical issues. MRD will:

1. Coordinate with Okaloosa Purchasing Department and review the latest bidding requirements and project manual, including solicitation for bid.
2. Attend a pre-BID meeting to present and discuss the project, document technical questions and issues, and prepare response(s) to the questions posed at the meeting.
3. Provide Pre-Bid meeting notes in MS Word format to be incorporated into the meeting minutes prepared by the COUNTY, prepare written responses to Requests for Information (RFI's) and clarify questions and issues discussed in the meeting in MS Word format that will be issued in an Addendum to Bidders by the COUNTY.
4. Review and evaluate submitted Bids and Bid Packages.

Task 7.0 Construction Phase Services

MRD will conduct limited site visits to become generally familiar with the work to determine if it is proceeding in general conformance with the Construction Drawings and Technical Specifications, Development Order and regulatory permits. MRD's efforts will provide limited assurances that the completed project will conform to the Contract Documents and guard against defects and deficiencies in the work of the Contractor(s) and may recommend to the COUNTY to reject the work that is not in conformance to the Contract Documents.

1. Attend a pre-construction meeting.
2. Visit the site 2 to 3 times per week, or more frequent if requested by the COUNTY or for critical elements, to observe progress of the construction and survey the site for general compliance with the Contract Documents and permit requirements.
3. Attend monthly construction progress meetings.
4. Submit field observation reports to the COUNTY after every site visit.
5. Review and respond to Shop Drawings and material submittal packages.
6. Review and respond to any technical Requests for Information (RFI) and address the RFI as necessary.
7. Observe utility testing and review testing reports to confirm that project construction has conformed to the project specifications and permitting requirements.
8. As necessary, evaluate, draft, and recommend Change Orders for the COUNTY's approval.
9. Review and recommend the Contractor pay requests to the COUNTY.

10. Conduct a substantial completion walkthrough and prepare a “punch-list” for Contractor action.
11. Upon completion of the “punch-list,” visit the site as a basis to evaluate the substantial completion list and recommend final payment to the Contractor.
12. Review As-built surveys.
13. Prepare and submit necessary permit Final Certifications.

MRD visits will not include detailed, exhaustive or continuous site inspections to check the quality or quantity of the work or monitoring the Contractors means, method, or sequences. MRD will not be responsible for Contractor compliance with environmental permits or regulations. However, MRD will inform the Contractor of permit requirements, possible violations and means to correct the potential issues.

Task 8.0 Cultural Resource Assessment Survey (CRAS)

MRD will engage Prentice Thomas & Associates to conduct a Cultural Resource Assessment Survey (CRAS) pursuant to the scope outlined in Exhibit A.

II. INFORMATION TO BE PROVIDED BY THE COUNTY

1. General design input, and venue to hold the Public Workshop and/or any public meeting at no cost to MRD.
2. Property ownership information, surveys, available GIS information, stormwater management plans, geotechnical investigations (Beach Access No. 2).
3. Payment of any and all impact, review and permitting fees.

III. EXCLUSIONS

The following are excluded from this Task Order.

- 1) Water quality (i.e., Dissolved Oxygen, pH, Fecal Coliforms, heavy metal – such Cadmium, Arsenic, Copper) sampling and testing or geotechnical studies.
- 2) State Lands authorizations.
- 3) Regulatory permit, building permit or any other fees outside of listed herein.
- 4) Value engineering or development and assessment of multiple conceptual layouts.

However, these services (above) can be provided under separate written authorization. A Task Order with fees will be prepared.

IV. FEES AND EXPENSES, AND SCHEDULE

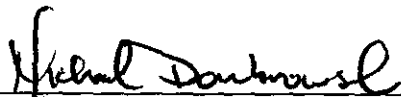
Total estimated Fees and Expenses for the described services shall be \$21,770 for Task 1.0; \$68,495 for Tasks 2.0 through 7.0; and \$4,000 for Task 8.0. Upon receiving the executed Task Order, MRD will

Okaloosa County Contract Number C18-2637 TDD
 Task Order 4 Amendment 2 – Soundside Access No. 2 Amenities
 Planning, Design, Permitting and Construction Phase Services

commence services in a prompt and timely manner and as expeditiously as possible. We anticipate the completion of tasks 2.0 through 5.0 within 6 months. However, MRD makes no claim to the timing to obtain the DEP or USACE permits, only that MRD will work toward completion of Task 5.0 in an expeditiously and timely manner.

Total estimated Fees and Expenses for the described services shall be:

Task	Task Description	Fees/ Expenses
1.0	Planning Services	\$21,770.00
2.0	Topographic and Bathymetric Surveys	\$7,155.00
3.0	Environmental Assessment	\$7,340.00
4.0	Design and Construction Drawings	\$23,320.00
5.0	Permitting	\$7,580.00
6.0	Contract and Bidding Phase Services	\$4,880.00
7.0	Construction Phase Services	\$18,220.00
8.0	<u>Cultural Resource Assessment Survey</u>	<u>\$4,000.00</u>
		\$90,265.00
		\$94,265.00



Signature

March 3, 2020

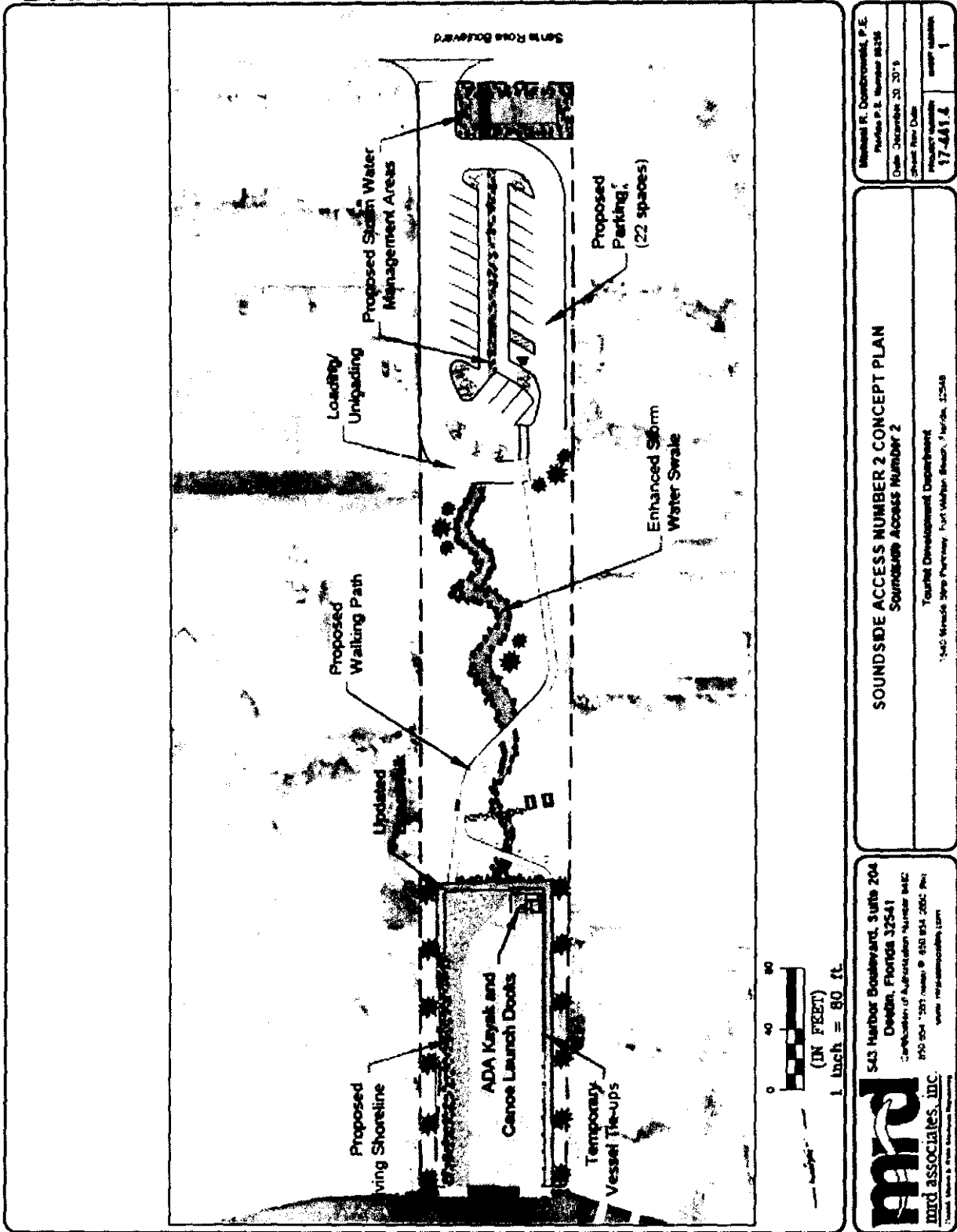
Date

Michael Dombrowski, P.E., President

Printed Name, Title

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DRAFT



Michael R. Donohew, P.E.
 Professional P.E. Number 83358
 Date: September 20, 2019
 Sheet No. 1 of 1
 Project Number: 17-481.6

SOUNDSIDE ACCESS NUMBER 2 CONCEPT PLAN
 Soundside Access Number 2
 Tourist Development Department
 1445 Soundside Drive Parkway, Fort Walton Beach, Florida, 32548

mrd
mrd ASSOCIATES, INC.
 543 Harbor Boulevard, Suite 204
 Destin, Florida 32541
 Corporation of Authorization Number 04C
 850 204 1551 / Fax: 850 854 2000 / Web: www.mrdassociates.com

Exhibit A

Projected Schedule for Soundside Basin Access 2 CRAS

<u>Action Item</u>	<u>Start Date</u>	<u>Completion Date</u>
<u>Notice-to-Proceed</u>	<u>Day 1¹</u>	<u>n/a</u>
<u>Permitting and Background/Literature Search</u>	<u>Day 3</u>	<u>Day 3</u>
<u>Fieldwork</u>	<u>Day 4</u>	<u>No later than Day 5</u>
<u>Laboratory and Data Analysis</u>	<u>Day 6</u>	<u>No later than Day 7</u>
<u>Submission of Technical Report to Client and Revisions per Client Comments</u>	<u>Day 22</u>	<u>No later than Day 23</u>
<u>DHR receipt of Technical Report and Review</u>	<u>No later than Day 25</u>	<u>DHR has 45 days for review but usually finishes ahead of that time frame, particularly for a small project like this CRAS</u>
<u>Receipt of Concurrence from DHR</u>	<u>No later than Day 70</u>	<u>Upon receipt of Concurrence Letter</u>

Prentice Thomas & Associates (PTA) will undertake the CRAS in four stages: 1) permitting and background and records search; 2) intensive cultural resources survey; 3) laboratory and data analysis; and 4) report preparation.

PTA will conduct the work in full compliance with requirements and standards of DHR, SHPO, and pertinent regulatory mandates. The work will be conducted for a price not to exceed \$2,600.00 based on the following assumptions.

1. Boundaries of the APE are clearly marked and defined as per the report provided at the time of the RFP.
2. No additional permitting outside of the sunshine line will be required.
3. No cultural resources of any kind will be identified.
4. No work outside the APE.
5. No delays beyond PTA's control.

¹ All working days. Weekends excluded.

C18-2637-TDD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2020

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

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

PRODUCER Iron Ridge Insurance 4971 Royal Gulf Circle Fort Myers FL 33966		CONTACT NAME: Karen Brinkley PHONE (A/C, No, Ext): (800) 775-8526 FAX (A/C, No): (239) 288-7544 E-MAIL ADDRESS: kbrinkley@ironridgeinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Phoenix Insurance Co	NAIC # 25623
		INSURER B: Travelers Casualty & Surety Company	19038
		INSURER C: Liberty Insurance Underwriters, Inc	19917
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED MRD Associates, Inc. 543 Harbor Blvd Suite 204 Destin FL 32541			

COVERAGES **CERTIFICATE NUMBER:** CL19121804924 **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	660-8172L349	01/02/2020	01/02/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	660-8172L349	01/02/2020	01/02/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	UB-9J11470A-20	01/02/2020	01/02/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEXNYABW7MS001	01/02/2020	01/02/2021	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ocalaosa County is an Additional Insured with respect to General Liability and Auto Liability.

CONTRACT#: C18-2637-TDD
MRD ASSOCIATES, INC.
COASTAL & ENVIRONMENTAL ENG. SERVICES
EXPIRES: 10/03/2020

CERTIFICATE HOLDER

Ocalaosa County - Attn Risk Mgmt 302 N. Wilson Street Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

X

Karen Donaldson

From: Charlotte Dunworth
Sent: Friday, January 3, 2020 10:56 AM
To: Karen Donaldson
Subject: FW: MRD Associates - Revised COI
Attachments: coi.pdf

Here's the updated COI and Mike's note indicating he does not have any company vehicles.

Have a great day,

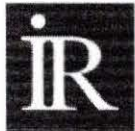
Charlotte Dunworth

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Karen Brinkley <kbrinkley@ironridgeinsurance.com>
Sent: Friday, January 3, 2020 10:42 AM
To: Charlotte Dunworth <cdunworth@myokaloosa.com>
Cc: Michael Dombrowski <md@mrd-associates.com>
Subject: FW: MRD Associates - Revised COI

Morning Charlotte – see attached Revised Certificate.
Also note Michael's response below re Owned Autos.

Respectfully,



Karen Brinkley
A&E Senior Account Executive | Iron Ridge Insurance
[\[O\] 239.789.1308](tel:239.789.1308) | [\[F\] 239.288.7544](tel:239.288.7544)
www.ironridgeinsurance.com
4971 Royal Gulf Circle | Fort Myers, FL 33966

From: Michael Dombrowski <md@mrd-associates.com>
Sent: Friday, January 3, 2020 11:17 AM
To: Lisa Scholder <lscholder@ironridgeinsurance.com>
Cc: Karen Brinkley <kbrinkley@ironridgeinsurance.com>
Subject: RE: MRD Associates COI

MRD does not own any vehicles but use our own.

Should you have any questions please feel free to contact me. Thank you. Michael

TASK ORDER APPROVAL FORM

OK
4-8-2019

CONTRACT #: C18-2637-TDD

TASK ORDER #: 4 - Revision 1

TASK ORDER AMOUNT: \$ 90,265.00

CONTRACT #: C18-2637-TDD
MRD Associates, Inc.
Coastal & Environmental Eng. Services
EXPIRES: 10/03/2020

OFFERED BY CONSULTANT:

MRD Associates, Inc.

FIRM'S NAME

Michael R. Dombrowski

REPRESENTATIVE'S PRINTED NAME

Michael Dombrowski

SIGNATURE

President

April 2, 2019

TITLE

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

A. Denmark

SIGNATURE

Dep Dir Fin + Comp.

TITLE

Jeffrey A. Hyde

PURCHASING MANAGER

04/11/2019

DATE

04/09/19

DATE

Int. Dir. *John M.*

OMB Director/DATE

4/11/19

DATE

[Signature]

COUNTY ADMINISTRATOR (if applicable)


4/10/19

DATE

CHAIRMAN (if applicable)

DATE

TOURIST DEVELOPMENT DEPARTMENT
MEMORANDUM

Date: March 25, 2019
To: Finance Department
From: Jennifer Adams, Director 
Subject: Signature Delegation

I will be out of the office on the dates below. During this time, Charlotte Dunworth is designated signature authority for all Tourist Development Department documents.

March 27-29, 2019
April 3-5, 2019
April 8-12, 2019

VIA EMAIL

~~July 12, 2018~~

April 2, 2019

Jim Trifilio, Coastal Management Coordinator
Tourist Development Department
Okaloosa County
1540 Miracle Strip Parkway
Fort Walton Beach, FL 32548
jtrifilio@co.okaloosa.fl.us



mrd associates, inc.

Coastal, Marina & Water Resources Engineering

543 Harbor Blvd., Suite 204
Destin, Florida USA 32541

850.654.1555 • (fax) 654.0550

Subject: COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER: C18-2637 TDD
Task Order 4 Amended –*Soundside Access No. 2 Amenities*
Design, Permitting and Construction Phase Services

Dear Mr. Trifilio,

At your request, attached is the amended Task Order 4 for the Soundside Access No. 2 Amenities Design, Permitting and Construction Phase Services under the County's Contract Number C18-2637 TDD with MRD Associates, Inc.

If you have any questions, please feel free to give me a call at 850.654.1555.

Sincerely,

mrd associates, inc.

A handwritten signature in black ink that reads "Michael R. Dombrowski". The signature is written in a cursive style with a large, stylized 'M' and 'D'.

Michael Dombrowski, P.E.
Principal Engineer
md@mrd-associates.com

COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER C18-2637-TDD
Task Order 4 Amended – Soundside Access No. 2 Amenities
Planning, Design, Permitting and Construction Phase Service
Scope of Work

Okaloosa County Department of Public Works (COUNTY) and Tourist Development Department (TDD) and the Okaloosa Island Leaseholders Association (OILA) desire to improve the sound-side (north side) accessways on Okaloosa Island to provide recreational opportunities, increase amenities and beautify the area. Soundside Access No. 2 is the first area identified for this effort.

The involvement and input of the public and other stakeholders is key to the success of this project. The best engineering solution must meet the needs of the Leaseholders, adjacent property owners, and interest groups, be funded, be environmentally sound, and be consistent with public policy and cultural values. Only through active and continuous input from the stakeholders can these criteria be successfully addressed. A Public Workshop is necessary to determine exactly what amenities at the Soundside Access No. 2 are in the best interest of all parties involved - the Okaloosa Island Leaseholders Association (OILA), adjacent property owners, County constituents and the TDD.

A conceptual design was developed and approved by the TDD on February 26, 2019 (attached). In general, the purpose of this Task Order is to design, permit and provide construction phase services for the development of the improvements outlined in the approved conceptual design (project). MRD Associates, Inc. (MRD) will perform the followings tasks for Okaloosa County (COUNTY):

I. SCOPE OF WORK

Task 1.0 Planning Services

- 1.1 **Preparations and Notifications:** MRD will compile data and other information to prepare presentation materials for the Public Workshop. To effectively communicate and facilitate the development and recommendations for a potential project, MRD will notify OILA and request a Public Workshop Notice be posted on the OILA website. The immediately adjacent property owners will be notified of the Public Workshop via U.S. Postal Service mail. The County TDC may also desire to post a Notice on their website.
- 1.2 **Public Workshop:** The purpose of this public workshop is to shape a “locally-preferred” sound-side project at Access No. 2, while keeping the OILA and the public informed. MRD will coordinate and chair a public workshop to present an opportunity for OILA and the public: 1) to input, comment and refine the conceptual ideas, 2) to select a “locally-preferred” alternative(s) and, 3) to provide input on the development of a project. The Workshop schedule is dependent on TDD, OILA and venue availability.

- 1.3 Report and Conceptual Plan:** MRD will summarize the findings and results of Task 1.2 and prepare a written DRAFT Report. The report will include documentation of Participants, their comments and suggestions used in the performance of the work. The DRAFT Report will also include the “locally-preferred” alternative(s) along with the next steps to be taken.

MRD will develop one (1) Conceptual Plan for the desired alternative(s) based on public input under Task 1.2. The Conceptual Plan will include the accessway and the desired alternative(s) in plan view and cross section and be superimposed on a recent existing geo-referenced aerial.

MRD will also prepare a Preliminary Opinion of Probable Construction Cost (POPCC). The components that will be included in the POPCC will be determined under Task 1.2 and illustrated in the Conceptual Plan. The POPCC will also include an estimate for design, permitting, preparation of Construction Drawings and Technical Specifications, and construction phase services. This POPCC is for Budget Purposes Only and the estimated materials and unit costs represent the Engineer's best judgment as a professional design firm familiar with the type of proposed construction. The POPCC may be refined during preliminary design, or future value engineering and final design phases. The POPCC will be submitted to the COUNTY for review and be used by the COUNTY to determine the feasibility of the amenities.

- 1.4 TDC and BCC Presentations:** MRD will present the results of the Public Workshop, along with the Conceptual Plan and POPCC, to the Tourist Development Council (TDC) during the TDC monthly meeting and to the Okaloosa County Board of County Commissioners (BCC). Presentations will be dependent on TDC and BCC scheduling. Based on the results of the Public Workshop, and presentations to the TDC and BCC, the Report prepared in Task 1.3 will be finalized.

Task 2.0 Topographic and Bathymetric Surveys

MRD will prepare a boundary, topographic and bathymetric survey of the project site. The survey will include the area within the boundary of the property, a minimum of 25 feet outside of the boundary and approximately 25 feet into Santa Rosa Sound to wading depth, and contain:

1. Available title information provided by the TDD.
2. Existing conditions and improvements on site.
3. Existing utilities in proximity to the site.
4. Topography collected and plotted in 1-foot contours.
5. Bathymetry within the marina basin and out to wading depth into the Sound.
6. Two temporary benchmarks set on-site for future use.
7. Groundwater percolation testing.

The survey will meet the Minimum Technical Standards as prescribed by Florida Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code (FAC), and Section 472.027, Florida Statutes (FS). All work shall be conducted under the direct responsible charge of a Florida Licensed Professional Surveyor and Mapper. Vertical and horizontal data will be collected and presented in feet based upon the North American Vertical Datum of 1988 (NAVD 88) and Florida State Plane Coordinate System, North American Datum of 1983/1990 (NAD 83/90), respectively. A signed and sealed survey in hard copy and AutoCAD format will be provided.

Task 3.0 Environmental Assessment

MRD will prepare an environmental assessment of the project site. Based on existing documentation, the environmental resources within the project limits will be identified and an assessment of the potential impacts of the project upon existing environmental resources typical of the area will be prepared including, but not limited to, emergent and submerged vegetation, endangered and threatened species.

MRD will collect up to three (3) hand-driven sediment cores and collect limited water quality and metrological data as required by the Florida Department of Environmental Protection (DEP). The water quality and metrological data will include: turbidity, water temperature (C°), salinity, depth of waterbody, depth of sample collection, antecedent weather conditions, tidal stage and direction of flow, and wind direction and velocity. The location of the cores will be selected by probing the basin sea floor to determine the thickest deposit of fine-grained “muck” layer that may need to be excavated. Samples from the cores will be collected and delivered for analysis. Testing of sediment samples will be completed in three (3) phases: i) sediment grain size analysis to determine if the samples have greater than 5% silts/clays, and if so, then ii) a general chemical testing would be required by DEP. The general chemical testing will determine if there are contaminated soils existing in the marina basin. Depending on the findings and discussions with DEP then, iii) a more detailed set of chemical tests MAY be required by DEP. These additional detailed tests will be completed under separate authorization. The sampling, testing and results will be summarized in a written report. A figure with the existing bathymetry (Task 2.0), potential excavation limits and contaminated “hot spots” will be prepared.

Task 4.0 Design and Construction Drawings

MRD will meet with the landowners located immediately adjacent to the west of the project site and refine the approved Conceptual Site Plan based on that meeting and discussions with COUNTY and TDD staff. MRD will then develop a detailed engineering design and Construction Documents used for permitting (60%) and construction (100%). The design and Construction Drawings will include all elements required to permit and construct the project and consist of site work design for the new construction areas, including site layout and geometry plans; vehicular access (and gate) and parking; emergency vehicular movement; loading and unloading turn-out; site and grading; stormwater

management collection and conveyance systems, and enhanced stormwater swale; pedestrian walkways; ADA kayak and canoe launch docks; temporary vessel tie-up marginal dock; bulkhead; boardwalk; living shoreline, landscaping; and limited hardscaping. Depending on the results of Task 3.0, the design may include dredging the marina basin. During the design process, MRD will coordinate with other necessary sub-consultants to provide any needed AutoCAD files or any other required information to accomplish the comprehensive design.

MRD will design and prepare Construction Drawings and Technical Specifications for the construction of the project. The 24" x 36" Construction Drawings and Technical Specifications will incorporate appropriate engineering design and jurisdictional standards. The drawings will also include erosion control plans, technical specifications, Okaloosa County Construction Specifications and FDOT Standard Specifications will be referenced (if applicable). The Landscape design will include planting schemes - trees, shrubs, groundcovers, and grass areas, and living shoreline. Species selection will be native and indigenous species suitable for Northwest Florida. Plans will include planting schedules, specifications and installation details. Temporary irrigation for the upland landscape areas will be the responsibility of the Contractor. This design does not include utilities (water, sewer, etc.).

MRD will submit the 60% Construction Drawings and Technical Specifications for review and comment. MRD will prepare 100% complete Construction Drawings and Technical Specifications based on comments by COUNTY and TDD staff and the issued regulatory permits.

Task 5.0 Permitting

MRD will prepare permit sketches, applications and support information, and submit this information to agencies for permits and authorizations required to construct the project. Building permits will be the responsibility of the Contractor(s). MRD will coordinate and attend a pre-application meeting(s) with the Florida Department of Environmental Protection (DEP), U.S. Army Corps of Engineers (USACE) and Okaloosa County. MRD will coordinate with DEP, USACE and Okaloosa County and respond to Requests for Additional Information (RAI's) for all agencies as requested to assist in processing the permits. Permit fees are the responsibility of the COUNTY. The following permits and authorizations may be required for this project:

1. DEP Statewide Environmental Resource Permit (SWERP) (storm water permit).
2. U.S. Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (DEP) Environmental Resources Permit (ERP).
3. Okaloosa County Development Order (DO) through the through the Growth Management Department and compile all required documents.
4. Okaloosa Island Leaseholders Association Architectural Review Committee.

Task 6.0 Contract and Bidding Phase Services

The Okaloosa County Purchasing Department will be responsible for all contracting/bidding services and selecting a Contractor. The Purchasing Department will be responsible for the advertising and solicitation of bids, review bids for completeness, and make the final decision as to the Bidder's selection and award to construct the Project. MRD will prepare and supply the technical elements (Construction Drawings and Technical Specifications, bid quantities) to the COUNTY for their use and incorporation into the Purchasing Department's Contract and Bid Documents for the bidding and construction of the project. MRD's role in contracting will be limited to engineering and technical issues. MRD will:

1. Coordinate with Okaloosa Purchasing Department and review the latest bidding requirements and project manual, including solicitation for bid.
2. Attend a pre-BID meeting to present and discuss the project, document technical questions and issues, and prepare response(s) to the questions posed at the meeting.
3. Provide Pre-Bid meeting notes in MS Word format to be incorporated into the meeting minutes prepared by the COUNTY, prepare written responses to Requests for Information (RFI's) and clarify questions and issues discussed in the meeting in MS Word format that will be issued in an Addendum to Bidders by the COUNTY.
4. Review and evaluate submitted Bids and Bid Packages.

Task 7.0 Construction Phase Services

MRD will conduct limited site visits to become generally familiar with the work to determine if it is proceeding in general conformance with the Construction Drawings and Technical Specifications, Development Order and regulatory permits. MRD's efforts will provide limited assurances that the completed project will conform to the Contract Documents and guard against defects and deficiencies in the work of the Contractor(s) and may recommend to the COUNTY to reject the work that is not in conformance to the Contract Documents.

1. Attend a pre-construction meeting.
2. Visit the site 2 to 3 times per week, or more frequent if requested by the COUNTY or for critical elements, to observe progress of the construction and survey the site for general compliance with the Contract Documents and permit requirements.
3. Attend monthly construction progress meetings.
4. Submit field observation reports to the COUNTY after every site visit.
5. Review and respond to Shop Drawings and material submittal packages.
6. Review and respond to any technical Requests for Information (RFI) and address the RFI as necessary.
7. Observe utility testing and review testing reports to confirm that project construction has conformed to the project specifications and permitting requirements.

8. As necessary, evaluate, draft, and recommend Change Orders for the COUNTY's approval.
9. Review and recommend the Contractor pay requests to the COUNTY.
10. Conduct a substantial completion walkthrough and prepare a "punch-list" for Contractor action.
11. Upon completion of the "punch-list," visit the site as a basis to evaluate the substantial completion list and recommend final payment to the Contractor.
12. Review As-built surveys.
13. Prepare and submit necessary permit Final Certifications.

MRD visits will not include detailed, exhaustive or continuous site inspections to check the quality or quantity of the work or monitoring the Contractors means, method, or sequences. MRD will not be responsible for Contractor compliance with environmental permits or regulations. However, MRD will inform the Contractor of permit requirements, possible violations and means to correct the potential issues.

II. INFORMATION TO BE PROVIDED BY THE COUNTY

1. General design input, and venue to hold the Public Workshop and/or any public meeting at no cost to MRD.
2. Property ownership information, surveys, available GIS information, stormwater management plans, geotechnical investigations (Beach Access No. 2).
3. Payment of any and all impact, review and permitting fees.

III. EXCLUSIONS

The following are excluded from this Task Order.

1. Environmental or geotechnical investigations, Wwater quality (i.e., Dissolved Oxygen, pH, Fecal Coliforms, heavy metal – such Cadmium, Arsenic, Copper) sampling and testing or geotechnical studies.
2. Bathymetric survey and topographic surveys.
3. Permitting phase services and State Lands authorizations.
4. Regulatory permit, building permit or any other fees outside of listed herein.
5. Value engineering or development and assessment of multiple conceptual layouts.
6. Preliminary and final design and the preparation of construction drawings and specifications.
7. Bidding, bid award and construction phase services.

However, these services (above) can be provided under separate written authorization. A Task Order with fees will be prepared.

IV. FEES AND EXPENSES, AND SCHEDULE

Total estimated Fees and Expenses for the described services shall be \$21,770 for Task 1.0 and \$68,495 for Tasks 2.0 through 7.0. Upon receiving the executed Task Order, MRD will commence services in a

Okaloosa County Contract Number C18-2637 TDD
Task Order 4 Amended – Soundside Access No. 2 Amenities
Planning, Design, Permitting and Construction Phase Services

prompt and timely manner and as expeditiously as possible. We anticipate the completion of tasks 2.0 through 5.0 within 6 months. However, MRD makes no claim to the timing to obtain the DEP or USACE permits, only that MRD will work toward completion of Task 5.0 in an expeditiously and timely manner.

Total estimated Fees and Expenses for the described services shall be:

<u>Task</u>	<u>Task Description</u>	<u>Fees/ Expenses</u>
<u>1.0</u>	<u>Planning Services</u>	<u>\$21,770.00</u>
<u>2.0</u>	<u>Topographic and Bathymetric Surveys</u>	<u>\$7,155.00</u>
<u>3.0</u>	<u>Environmental Assessment</u>	<u>\$7,340.00</u>
<u>4.0</u>	<u>Design and Construction Drawings</u>	<u>\$23,320.00</u>
<u>5.0</u>	<u>Permitting</u>	<u>\$7,580.00</u>
<u>6.0</u>	<u>Contract and Bidding Phase Services</u>	<u>\$4,880.00</u>
<u>7.0</u>	<u>Construction Phase Services</u>	<u>\$18,220.00</u>
		<u>\$90,265.00</u>

Michael R. Dombrowski

Signature

July 12, 2018-April 2, 2019

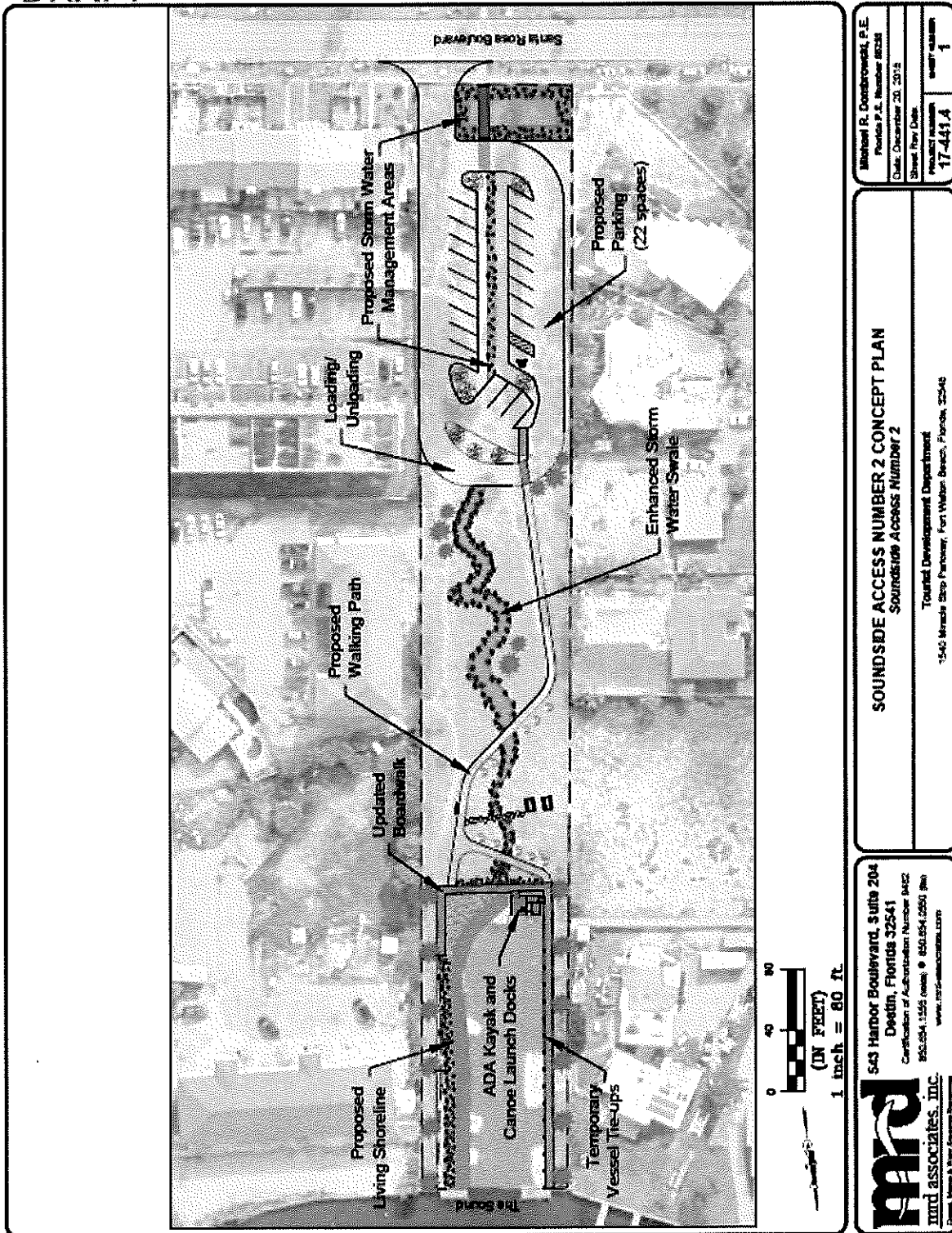
Date

Michael Dombrowski, P.E., President

Printed Name, Title

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DRAFT



Michael R. Donbrowski, P.E.
 Florida P.E. Number 88238
 Date: December 20, 2012
 Sheet Title:
 PROJECT NUMBER
 17-441.4
 SHEET NUMBER
 1

SOUNDSIDE ACCESS NUMBER 2 CONCEPT PLAN
 Soundside Access Number 2
 Tourist Development Department
 1540 Miracle Strip Parkway, Fort Walton Beach, Florida, 32540

545 Harbor Boulevard, Suite 204
 Destin, Florida 32541
 Certification of Authorization Number 0452
 850.654.1555 (cell) • 850.654.0550 (fax)
 www.mrd-associates.com

mrd
 mrd associates, inc.
 A Florida & Texas Limited Liability Corporation

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/08/2019

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

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


PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Casualty and Surety Company	19038	INSURER C : XL Specialty Insurance Company	37885	INSURER D :		INSURER E :		INSURER F :
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INSURED MRD Associates, Inc. 543 Harbor Blvd., Ste 204 Destin, FL 32541															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6608172L349	01/02/2019	01/02/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	X	X	6608172L349	01/02/2019	01/02/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9J11470A	01/02/2019	01/02/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPS9936599	01/02/2019	01/02/2020	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.
The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to Okaloosa County, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER Okaloosa County Risk Management 5479 Old Bethel Road Crestview, FL 32536	CANCEL SHOULD THE EX ACCORD.	CONTRACT#: C18-2637-TDD MRD ASSOCIATES, INC. COASTAL & ENVIRONMENTAL ENGINEER SERVICES EXPIRES: 10/03/2020
	AUTHORIZED REPRESENTATIVE 	

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2637-TDD

TASK ORDER #: 4

TASK ORDER AMOUNT: \$ 21,770.00

**Contract # C18-2637-TDD
MRD ASSOCIATES, INC.
COASTAL & ENVIROMENTAL ENG SERVICES
EXPIRES: 10/03/2020**

OFFERED BY CONSULTANT:

MRD Associates, Inc.
FIRM'S NAME

Michael R. Dombrowski
REPRESENTATIVE'S PRINTED NAME

Michael Dombrowski
SIGNATURE

President August 1, 2018
TITLE DATE

OK 8-2-2018

**RECOMMENDED FOR APPROVAL
(Department Director)**

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
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CP 08/02/18

[Signature]
SIGNATURE

Director
TITLE

8/2/2018
DATE

Jeffrey A Hyde
PURCHASING MANAGER

08/03/2018
DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

VIA EMAIL

August 1, 2018

Jim Trifilio, Coastal Management Coordinator
Tourist Development Department
Okaloosa County
1540 Miracle Strip Parkway
Fort Walton Beach, FL 32548
jtrifilio@co.okaloosa.fl.us



Subject: COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER: C18-2637 TDD
Task Order 4 –*Soundside Access No. 2 Amenities – Planning Services*

Dear Mr. Trifilio,

At your request, attached is Task Order 4 for the *Soundside Access No. 2 Amenities* Planning Services under the County's Contract Number C18-2637 TDD with MRD Associates, Inc.

If you have any questions, please feel free to give me a call at 850.654.1555.

Sincerely,

mrd associates, inc.

Michael Dombrowski, P.E.
Principal Engineer
md@mrd-associates.com

COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER C18-2637-TDD
Task Order 4 – Soundside Access No. 2 Amenities
Planning Services
Scope of Work

Okaloosa County Tourist Development Department (TDD) and the Okaloosa Island Leaseholders Association (OILA) desire to improve the sound-side (north side) accessways on Okaloosa Island to expand recreational opportunities for tourists, increase amenities and beautify the area. Soundside Access No. 2 is the first area identified for this effort.

The involvement and input of stakeholders is key to the success of this project. The best engineering solution must be a benefit to tourism, meet the needs of the stakeholders, and adjacent property owners, be funded, be environmentally sound, and be consistent with public policy and cultural values. Only through active and continuous input from the stakeholders can these criteria be successfully addressed. A Public Workshop is necessary to determine exactly what amenities at the Soundside Access No. 2 are in the best interest of all parties involved.

I. SCOPE OF WORK

Task 1.0 Planning Services

- 1.1 Preparations and Notifications:** MRD will compile data and other information to prepare presentation materials for the Public Workshop. To effectively communicate and facilitate the development and recommendations for a potential project, MRD will notify OILA and request a Public Workshop Notice be posted on the OILA website. The immediately adjacent property owners will be notified of the Public Workshop via U.S. Postal Service mail. The County TDC may also desire to post a Notice on their website.
- 1.2 Public Workshop:** The purpose of this public workshop is to shape a sound-side project at Access No. 2 to benefit and expand tourist-related recreational opportunities, while keeping the OILA and the public informed. MRD will coordinate and chair a public workshop to present an opportunity for OILA and the public: 1) to input, comment and refine the conceptual ideas, 2) to select a design alternative(s) and, 3) to provide input on the development of a project. The Workshop schedule is dependent on TDD, OILA and venue availability.
- 1.3 Report and Conceptual Plan:** MRD will summarize the findings and results of Task 1.2 and prepare a written DRAFT Report. The report will include documentation of Participants, their comments and suggestions used in the performance of the work. The DRAFT Report will also include the design alternative(s) along with the next steps to be taken.

MRD will develop one (1) Conceptual Plan for the desired alternative(s) based on public input under Task 1.2. The Conceptual Plan will include the accessway and the desired alternative(s) in plan view and cross section and be superimposed on a recent existing geo-referenced aerial.

MRD will also prepare a Preliminary Opinion of Probable Construction Cost (POPCC). The components that will be included in the POPCC will be determined under Task 1.2 and illustrated in the Conceptual Plan. The POPCC will also include an estimate for design, permitting, preparation of Construction Drawings and Technical Specifications, and construction phase services. This POPCC is for Budget Purposes Only and the estimated materials and unit costs represent the Engineer's best judgment as a professional design firm familiar with the type of proposed construction. The POPCC may be refined during preliminary design, or future value engineering and final design phases. The POPCC will be submitted to the COUNTY for review and be used by the COUNTY to determine the feasibility of the amenities.

- 1.4 TDC and BCC Presentations:** MRD will present the results of the Public Workshop, along with the Conceptual Plan and POPCC, to the Tourist Development Council (TDC) during the TDC monthly meeting and to the Okaloosa County Board of County Commissioners (BCC). Presentations will be dependent on TDC and BCC scheduling. Based on the results of the Public Workshop, and presentations to the TDC and BCC, the Report prepared in Task 1.3 will be finalized.

II. INFORMATION TO BE PROVIDED BY THE COUNTY

General design input, and venue to hold the Public Workshop and/or any public meetings at no cost to MRD.

III. EXCLUSIONS

The following are excluded from this Task Order.

- 1) Environmental or geotechnical investigations, water quality sampling and testing or geotechnical studies.
- 2) Bathymetric survey and topographic surveys.
- 3) Permitting phase services and State Lands authorizations.
- 4) Regulatory permit, building permit or any other fees outside of listed herein.
- 5) Value engineering or development and assessment of multiple conceptual layouts.
- 6) Preliminary and final design and the preparation of construction drawings and specifications.
- 7) Bidding, bid award and construction phase services.

However, these services (above) can be provided under separate written authorization. A Task Order with fees will be prepared.

IV. FEES AND EXPENSES, AND SCHEDULE

Total estimated Fees and Expenses for the described services shall be \$21,770. Refer to the attached breakdown of fees and tentative schedule.



Signature

August 1, 2018

Date

Michael Dombrowski, P.E., President
Printed Name, Title

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Soundside Access No. 2 Amenities

Okaloosa Island, Florida

Planning Services

Contract Number C18-2637-TDD

August 1, 2018

HOURS AND FEE ESTIMATE BY TASK										
	<i>MRD Associates, Inc.</i>							<i>Totals</i>		
TASK	Principal Engineer	Project Manager	Senior Engineer	Engineer II	Engineer Tech I	Admin.	Sub-Totals		FEES	FEES AND EXPENSES
	\$195	\$150	\$145	\$120	\$80	\$75	FEES	EXPENSES		
1.0. PLANNING SERVICES										
1.1. Public Workshop Preparation & Notifications	8.0	0.0	0.0	24.0	4.0	4.0	\$5,060.00	\$0.00	\$5,060.00	
1.2. Public Workshop	8.0	0.0	0.0	8.0	0.0	0.0	\$2,520.00	\$0.00	\$2,520.00	
1.3. Conceptual Plan and Report	16.0	0.0	0.0	40.0	16.0	8.0	\$9,800.00	\$0.00	\$9,800.00	
1.4. TDC and BCC Presentations	16.0	0.0	0.0	8.0	2.0	2.0	\$4,390.00	\$0.00	\$4,390.00	\$21,770.00
TOTALS:	48.0	0.0	0.0	80.0	22.0	14.0	\$21,770.00	\$0.00	\$21,770.00	\$21,770.00

Soundside Access No. 2 Amenities

Okaloosa Island, Florida

Planning Services

Contract Number C18-2637-TDD

August 1, 2018

FEE ESTIMATE AND TENTATIVE SCHEDULE									
TASK	TOTAL FEES	TOTAL PROJECT COSTS	MONTHS						
			1	2	3	4	5	6	
1.0. PLANNING SERVICES									
1.1. Public Workshop Preparation & Notifications	\$5,060.00								
1.2. Public Workshop	\$2,520.00								
1.3. Conceptual Plan and Report	\$9,800.00								
1.4. TDC and BCC Presentations	\$4,390.00	\$21,770.00							
	TOTAL:	\$21,770.00							

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2637-TDD

TASK ORDER #: 3

TASK ORDER AMOUNT: \$ 142,870.00

Contract # C18-2637-TDD
MRD ASSOCIATES, INC.
COASTAL & ENVIRONMENTAL ENGINEER SERVICES
EXPIRES: 10/03/2020

OFFERED BY CONSULTANT:

MRD Associates, Inc.

FIRM'S NAME

Michael R. Dombrowski

REPRESENTATIVE'S PRINTED NAME

Michael Dombrowski
SIGNATURE

President

6/1/2018

TITLE

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

CD 6/1/18

[Signature]
SIGNATURE

Director
TITLE

6/1/18
DATE

[Signature]
PURCHASING MANAGER

7/3/18
DATE

[Signature]
OMB Director/DATE

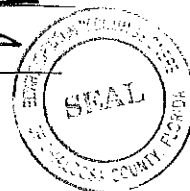
7/3/18
DATE

[Signature]
COUNTY ADMINISTRATOR (if applicable)

7/3/18
DATE

[Signature]
CHAIRMAN (if applicable)
Graham W. Fountain

7/17/18
DATE



VIA EMAIL

June 1, 2018

Jim Trifilio, Coastal Management Coordinator
Tourist Development Department
Okaloosa County
1540 Miracle Strip Parkway
Fort Walton Beach, FL 32548
jtrifilio@co.okaloosa.fl.us



mr associates, inc.

Coastal, Marina & Water Resources Engineering

543 Harbor Blvd., Suite 204
Destin, Florida USA 32541
850.654.1555 • (fax) 850.654.0550

Subject: COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER: C18-2637 TDD
Task Order 3 – *West Destin Coastal Alternatives Analysis*

Dear Mr. Trifilio,

At your request, attached is Task Order 3 for the *West Destin Coastal Alternatives Analysis* under the County's Contract Number C18-2637 TDD with MRD Associates, Inc.

If you have any questions, please feel free to give me a call at 850.654.1555.

Sincerely,

mr associates, inc.

A handwritten signature in black ink that reads 'Michael Dombrowski'. The signature is written in a cursive style with a large initial 'M'.

Michael Dombrowski, P.E.
Principal Engineer
md@mrd-associates.com

COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
CONTRACT NUMBER C18-2637-TDD
Task Order 3 – West Destin Coastal Alternatives Analysis
Scope of Work

The West Destin Beach Restoration Project was constructed between January and February 2013 restoring approximately 6,200 linear feet (1.2 miles) of shoreline. The project consisted of two (2) reaches: Reach 1 extends 4,000-linear feet from the East Pass eastern jetty to the eastern property boundary of “Destin on the Gulf” (DEP Reference Monument R-17 to 700 feet east of R-20); and, Reach 2 extends 2,200-linear feet from the western property line of “Sand Piper Cove” to the eastern property line of “Southbay on the Gulf” (500 feet east of R-23 to 500 feet east of R-25). A 2,900-foot gap (between R-20 and R-23) was omitted from the project. The shoreline between DEP Monument R-17 and R-25.5 has been designated by the Florida Department of Environmental Protection (DEP) as a “Critically Eroded Beach” (DEP, December 2017) and therefore is both eligible for State cost-share through the Beach Management Funding Assistance Program and any regulatory authorizations sought within this designated reach for improvements would be warranted/justified.

In general, the purpose of this Task Order is to assess erosion of the West Destin Beaches (Study Area - East Pass to R-26, Figure 1). A feasibility level investigation will be conducted to evaluate reasonable and practical alternatives to stop or reduce the continuing erosional pressures along this segment of shoreline. MRD Associates, Inc. (MRD) will perform the followings tasks for Okaloosa County (COUNTY):

- 1) update the historical shoreline position and volume changes;
- 2) conduct an ebb shoal survey to assess the influence of the shoal on shoreline erosion;
- 3) conduct a bathymetric survey of the inlet throat and flood shoal in support of the East Pass Inlet Supplemental Sediment Excavation Study being performed by others;
- 4) document the physical coastal processes;
- 5) evaluate alternative designs and methods to reduce the erosion rate; and,
- 6) present the findings in a public workshop and to the BCC.

I. SCOPE OF WORK

Task 1.0 Beach and Offshore Profiles, and East Pass Surveys

MRD will perform beach and offshore profile surveys (Figure 1) and a bathymetric survey of the East Pass ebb and flood shoals, and inlet throat (Figure 2). All work shall be conducted under the direct responsible charge of a Florida Licensed Professional Surveyor and Mapper and be in accordance with “Section 01000 Beach Profiling Topographic Surveying” and “Section 01100 Offshore Profile Surveying” specified in “Monitoring Standards for Beach Erosion Control Projects”, prepared by DEP, edited October 2014 (or later). Vertical and horizontal data will be collected and presented in feet

based upon the North American Vertical Datum of 1988 (NAVD 88) and Florida State Plane Coordinate System, North American Datum of 1983/1990 (NAD 83/90), respectively.

- 1.1 Beach and Offshore Profiles:** The following 19 stations will be surveyed at each monument between R-17 and R-26 (10 profiles), and at ½ monuments between V-17.5 and R-25.5 (9 profile lines) shown in Figure 1. Beach profiles shall begin at least 200 feet landward of the DEP R-monument and extend seaward to a reasonable wading depth. The beach profiles will be conducted using standard Real-Time Differential Global Positioning System (RTK/DGPS) surveying techniques. Elevations shall be taken at a maximum of 10-foot intervals along each profile line and at all grade breaks or major changes.

Offshore profiles shall extend a minimum of 3,000 feet seaward of the R-monument and have adequate overlap with the seaward limit of the wading survey. Soundings shall be obtained continuously along the offshore profiles and be acquired using a survey vessel with centrally located, hull-mounted transducer. Horizontal positioning shall be acquired and soundings shall be obtained by RTK using a single-frequency fathometer and Trimble Real-time RTK/DGPS. Coastal Oceanographics' "HYPACK" system will be used for vessel navigation, data collection/storage and for merging the beach and offshore data. All calibrations including fathometer, horizontal position, measurement of static draft, squat and settlement shall be conducted and documented in accordance with published requirements.

- 1.2 Ebb and Flood Shoals, and Inlet Throat Bathymetric Surveys:** A bathymetric survey will be conducted to map the topographic characteristics of the seafloor within the limits of the ebb and flood shoals, and inlet throat (Figure 2). Soundings shall be obtained continuously and performed at a maximum spacing of 200-feet for the ebb shoal and inlet throat, and 400-feet for the flood shoal. The total length of the bathymetric survey will be approximately 53 line-miles – Ebb Shoal (29 miles), Flood Shoal (13 miles) and Inlet Throat (11 miles). The bathymetric surveys will be conducted using a survey launch with center-hull mounted transducer, HYPACK, fathometer and RTK/DGPS. All calibrations including fathometer, horizontal position, measurement of static draft, squat and settlement shall be conducted in accordance with published requirements.

Due to the shallow depths on Crab Island and along the U.S. Coast Guard shoreline, approximately 7 of the 13 miles of the flood shoal transects may need to be conducted by wading surveys if water depths are not greater than 4 feet during a high tide. The wading surveys will be conducted using RTK/DGPS techniques. Elevations will be taken at a maximum of 25-foot intervals along each profile line and at all grade breaks or major changes.

Upon completion of the surveys, the raw data will be reviewed and processed. Electronic spikes and/or other anomalies shall be removed and/or reconciled after comparison with fathometer charts. The beach and offshore data will be merged and edited to form a continuous string of

profile data, and plotted along with historic profile lines. The bathymetric data will be contoured at appropriate scaled intervals and plotted.

Task 2.0. Coastal Analysis

This purpose of Task 2.0 is to develop an understanding of the coastal processes along the West Destin (Study Area) Beaches. This is a critical component in identifying the potential causes of the shoreline erosion, developing a sediment budget, assessing the performance of the 2013 Beach Restoration Project, and developing cost-effective solutions to the erosion problem in Task 3.0. *“You need to understand the cause of the problem to develop the solution”.*

2.1 Shoreline and Volume Change Analysis, and Ebb Shoal Assessment: MRD will obtain available monitoring survey data within the Study Area from the COUNTY. The data will be used to update the shoreline position and volume change analysis with the data collected in Task 1.0. A shoreline position and volume change analysis of the beach and offshore profiles will be conducted to identify and quantify erosional trends and “hot spots”. Shoreline and volume changes will be presented in tabular and graphic format. The ebb shoal survey will be compared to historic ebb shoal surveys provided by the COUNTY to identify planform and elevation changes that may result in wave modification affecting the Study Area and causing the accelerated erosion.

2.2 Numerical Coastal Modeling: A numerical wave transformation model (ST-Wave or D-Waves) and CERC transport equation will be applied to approximate the gross and net longshore transport rates, assist in the development of a sediment budget (Task 2.3), and assist in assessing the alternatives (Task 3.0). Offshore wave height, period and direction time-series records will be obtained from the NOAA and/or WIS database, processed and applied in the models. The beach, offshore and bathymetric survey data collected in Task 1.0, supplemented with NOAA bathymetric data, will be used to develop the model grid. The model “SBEACH” will be applied to assess cross-shore transport and fill “adjustment” for representative design and construction templates (Task 3.0).

The numerical hydrodynamic model Delft 3D will be applied to assess the localized hydrodynamic affects along the West Destin Beaches primarily along the shoreline immediately adjacent to the east jetty. Flow reversals have been identified at numerous inlets which may accelerate shoreline erosion adjacent to inlets and transport the eroded sand into the inlet. The updated inlet bathymetry, NOAA bathymetric data, and existing bathymetry of Choctawhatchee Bay will be used to develop the model grid. A smaller spaced “nested” grid will be developed along the east side of the east jetty. The 2009 tidal data collected for the 2010 Inlet Management Plan and ACDP data collected in 2001 by MRD will be used and may be supplemented by tidal and current data collected during the 2018 East Pass Inlet Supplemental Sediment Excavation Study will be provided to MRD by the COUNTY. This task

will not be an exhaustive effort, but the intent of this task is to gain a basic understanding if the inlet currents and waves affected by potential changes to the ebb shoal (identified in Task 2.1) have any adverse impacts along the West Destin Beaches.

- 2.3 Sediment Budget:** A sediment budget will be prepared of the Study Area from the east jetty to R-26 based on existing information, the shoreline and volume change analysis (Task 2.1), application of wave and hydrodynamic modeling (Task 2.2), and sediment transport (Task 2.2). The sediment budget will assist in determining where the sand is eroding and at what rate, where the eroded sand is likely being transported and deposited, and assist in assessing the performance of alternative designs (Task 3.0). The sediment budget will present erosional and depositional areas, and likely sediment pathways and will be overlain on a scaled rectified aerial with DEP Reference Monuments.

Task 3.0. Alternative Design Analysis

MRD will prepare and assess up to eight (8) design alternatives that meet the community's goals and objectives for the West Destin Beach shoreline, and will include the following:

- 1) No Action
- 2) Modification to the 2013 West Destin Beach Restoration Project
- 3) Groin (traditional) anticipated to be placed no more than 2,000 feet east of the jetty
- 4) T-head Groins
- 5) Segmented Emergent Breakwaters
- 6) East Jetty Modifications
- 7) Combinations of Above
- 8) One additional reasonable and practical option.

For each alternative, the conceptual design will include:

- 1) project description including plan view and cross-sectional drawings depicting details, and approximate volumes of sand, rock or other structural components;
- 2) technical merit - characterization of the expected performance including an estimate of maintenance requirements based on background erosion and the simulated response to 25-year, 50-year, and 100-year storm events;
- 3) environmental impact - potential effects the alternative may have on the environment and potential impacts that may need to be addressed and/or mitigated for during the permitting process;
- 4) permit feasibility - including compliance with DEP and USACE permitting criteria; and,
- 5) preliminary opinion of probable construction and maintenance costs, and benefit-to-cost analysis.

Task 4.0. Public Workshop, BCC Meeting and Report

MRD will summarize the findings and results of Tasks 1.0 through 3.0 and prepare a written DRAFT Report. The report will include documentation of data and methods used in the performance of the work and will be consistent with DEP guidelines for the Beach Management Erosion Control Program. A public workshop will be held to present the results of Tasks 1.0 through 3.0. This public workshop will provide an opportunity for public input, comment and refinement of the conceptual designs, select a "locally-preferred" alternative and, provide public input on the development of a Beach Management and Budget Plan (under separate authorization). MRD will also present the findings to the Okaloosa County Board of County Commissioners (BCC). Based on the results of the public workshop and the BCC, the report will be finalized.

MRD Associates, Inc. will provide monthly progress reports detailing the work performed by MRD. If additional work is required beyond that which is budgeted, MRD will contact the Okaloosa County Project Manager in writing to discuss and obtain an authorization to proceed with the additional work.

II. INFORMATION TO BE PROVIDED BY THE COUNTY

The COUNTY will provide MRD with any survey data of the Study Area (beach and offshore surveys, bathymetric surveys) in digital format, monitoring reports, sediment quality data and reports from the 2013 beach project, design documents, and other relevant information.

III. ASSUMPTIONS AND EXCLUSIONS

The following assumptions were made in the development of this Task Order.

- 1) This investigation will be limited to best available data and information, unless data collection is listed herein.
- 2) This is a feasibility level investigation to evaluate reasonable and practical alternatives to stop or reduce the continuing erosional pressures along the subject shoreline.
- 3) The numerical modeling will not be an exhaustive effort but developed and applied to gain a basic understanding of currents, waves and coastal processes along the subject shoreline.
- 4) This assessment will *not* identify potential offshore borrow areas, and assumes the existing permitted sites will be used for future beach re-nourishment projects.
- 5) The preliminary opinion of probable construction and maintenance costs will be based on estimated materials and unit costs and represent the Engineer's best judgment as a professional design firm familiar with the types of proposed construction.

The following items are excluded from this Task Order.

- 1) Permitting phase services and State Lands authorizations.

**Okaloosa County Contract Number C18-2637 TDD
Task Order 3 – West Destin Coastal Alternatives Assessment**

- 2) Regulatory permit, building permit or any other fees outside of listed herein.
- 3) Geotechnical Investigations.
- 4) Value engineering or development and assessment of multiple conceptual layouts.
- 5) Preliminary and final design and the preparation of construction drawings and specifications.
- 6) Bidding, bid award and construction phase services.
- 7) Post-construction monitoring.

However, these services (above) can be provided under separate written authorization. A Task Order with fees will be prepared.

IV. FEES AND EXPENSES, AND SCHEDULE

Total estimated Fees and Expenses for the described services shall be \$142,870. Refer to the attached breakdown of fees and tentative schedule.

Michael Dombrowski
Signature

June 1, 2018
Date

Michael Dombrowski, P.E., President
Printed Name, Title

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Figure 1. West Destin Beach – Study Area from East Jetty to DEP Monument R-26.

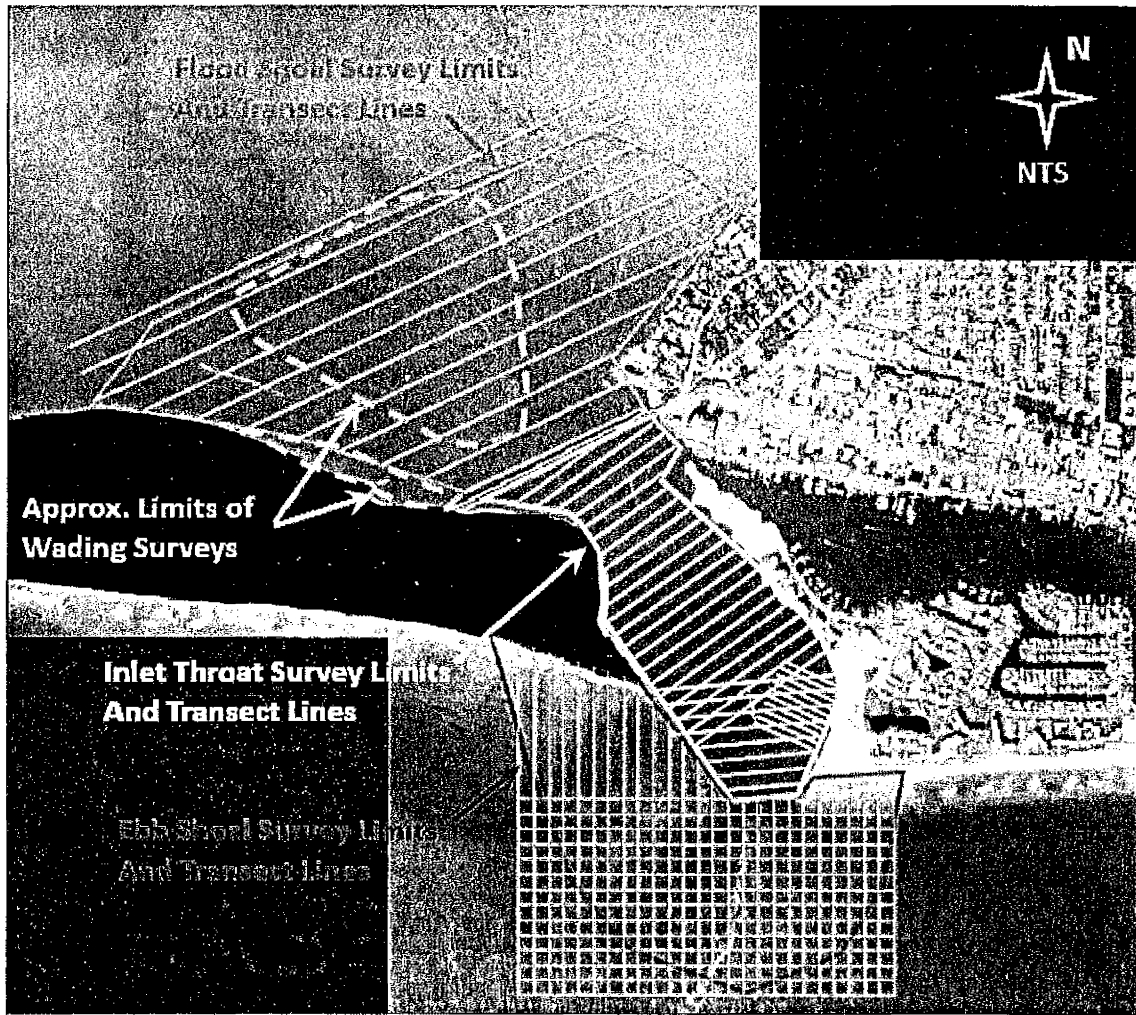


Figure 2. Ebb and Flood Shoal, and Inlet Throat Survey Limits and Transect Lines.

West Destin Beach Project
Okaloosa County, Florida
 Coastal Alternative Analysis
 Contract Number C18-2637-TDD
 June 1, 2018

FEE ESTIMATE AND TENTATIVE SCHEDULE										
TASK	TOTAL FEES	TOTAL PROJECT COSTS	MONTHS							
			1	2	3	4	5	6	7	8
1.0. BEACH AND OFFSHORE SURVEYS, AND EBB SHOAL SURVEY										
1.1. Beach and Offshore Surveys - 19 profile lines	\$16,370.00									
1.2. Ebb and Flood Shoal, and Inlet Throat Survey	\$17,470.00	\$33,840.00								
2.0. COASTAL ANALYSIS										
2.1. Shoreline and Volume Change Analysis, and Ebb Shoal	\$7,050.00									
2.2. Numerical Coastal Modeling	\$21,150.00									
2.3. Sediment Budget	\$6,670.00	\$34,870.00								
3.0. ALTERNATIVE DESIGN ANALYSIS										
3.1. Eight (8) Alternatives	\$49,600.00	\$49,600.00								
4.0. PUBLIC WORKSHOP, BCC MEETING AND REPORT										
4.1. Public Workshop	\$4,940.00									
4.2. BCC Meeting	\$4,740.00									
4.3. Report	\$14,880.00	\$24,560.00								
TOTAL:		\$142,870.00								

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services, LLC
CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500
FAX (A/C, No): 813 321-7525
INSURER(S) AFFORDING COVERAGE: INSURER A: Phoenix Insurance Company, INSURER B: Travelers Casualty and Surety Company, INSURER C: XL Specialty Insurance Company

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to Okaloosa County, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

Professional Liability coverage is written on a claims-made basis.
Contract # C18-2637-TDD
MRD ASSOCIATES, INC.
COASTAL AND ENVIRONMENTAL ENGINEER SVS
EXPIRES: 10/03/2020 W/2 ONE YR RENEWALS

CERTIFICATE HOLDER: Okaloosa County Risk Management, 5479 Old Bethel Road, Crestview, FL 32536. AUTHORIZED REPRESENTATIVE: [Signature]

TASK ORDER APPROVAL FORM

TD
OK
1/3/2018

CONTRACT #: C18-2637-TDD

TASK ORDER #: 2

TASK ORDER AMOUNT: \$ 24,600

OFFERED BY CONSULTANT:

MRD Associates, Inc.

FIRM'S NAME

Michael Dombrowski

REPRESENTATIVE'S PRINTED NAME

Michael Dombrowski

SIGNATURE

President

January 2, 2018

TITLE

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Director
- Between \$25,001 and \$50,000 approved by Purchasing Director and County Administrator
- In excess of \$50,000 approved by the Board.

[Signature]

SIGNATURE

Director

TITLE

1/8/18

DATE

[Signature]

PURCHASING DIRECTOR

1/10/18

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

VIA HAND DELIVERY

January 2, 2018

Jim Trifilio, Coastal Management Coordinator
Tourist Development Department
Okaloosa County
1540 Miracle Strip Parkway
Fort Walton Beach, FL 32548
jtrifilio@co.okaloosa.fl.us



Subject: Choctawhatchee Bay Estuary - Task Order 2
Comprehensive Water Quality Monitoring Program
Okaloosa and Walton Counties, Florida

Mr. Trifilio

This is a proposed Task Order to provide professional services associated with the Choctawhatchee Bay Estuary (CBE). The CBE is associated with many tributaries throughout the Choctawhatchee watershed which spans Okaloosa County, Walton County, Washington County, Holmes County, and up into southern Alabama. The overall goal and results of these efforts are to identify and implement sustainable approaches to improve water quality, restore and enhance habitat, and protect sensitive aquatic resources within the estuary. The work will be partitioned into several phases which will be executed under separate Task Orders. The following are proposed terms of the Task Order 2 to be provided by MRD ASSOCIATES, INC. (MRD) for the OKALOOSA COUNTY TOURIST DEVELOPMENT DEPARTMENT (CLIENT).

I. SCOPE OF WORK

Task 1.0 Comprehensive Water Quality Monitoring Program

In general, this Task Order will focus primarily on coordination between organizations conducting water quality monitoring in the Okaloosa and Walton Counties portion of the estuary with the goal of streamlining the sampling protocol resulting in a more cost-effective and efficient comprehensive water quality monitoring program. These organizations will include, but not limited to the Choctawhatchee Basin Alliance, NW Florida Water Management District and City of Destin. The approach is to first identify available water quality sampling stations, map the spatial and temporal variations in the data, list the parameters tested for each station and meet with the organizations that collect the samples. This information is critical to understanding the goals and requirements of each sampling organization and will provide the basis for discussions with these organizations toward recommendations and development of a comprehensive water quality monitoring program.

This will be the first phase in assessing water quality conditions and the health of aquatic and benthic communities in Choctawhatchee Bay (Bay). The compiled existing water quality data will provide a basis in the future to assess historic water quality data to identify potential pollution sources and Areas of Concern (AOCs), and develop estuary enhancement projects.

1.1. Data Compilation: Collection of existing data will primarily focus on the Choctawhatchee Bay watershed and its tributaries within Okaloosa and Walton Counties. This task will identify the location of available water quality monitoring stations within these geographic boundaries. The data from these stations will primarily be generated from the STORET database maintained by the Florida Department of Environmental Protection (FDEP) and long-term stations such as water quality monitoring required by regulatory permits (i.e., Wastewater Treatment Plants [WWTP] and industrial National Pollution Discharge Elimination System [NPDES]). The documented data will be limited to the past ten years. Isolated short-term sampling events will not be included because the data only represents a point in time and does not provide long-term water quality conditions. The identified stations will be input into a database (EXCEL spreadsheet) with location coordinates, period of record, sampling organization, and other pertinent information. In addition, a matrix will be developed for each monitoring station that will include the depth of samples, parameters analyzed and period of record. MRD will plot the data in ArcGIS based on spatial and temporal relationships with the intent to identify data gaps. A preliminary assessment will be made of the compiled data. Any recommendations to alter or add water quality stations and measurable parameters will be made to fill in any significant data gaps or eliminate duplication of sampling efforts.

1.2. Meetings and Charrette: MRD will discuss the data compiled in Task 1.1 among the identified organizations to better understand the goals and implementation of their programs, assess current and anticipated sampling efforts, and determine cost-effective ways to increase the efficiency of a comprehensive monitoring program. This will be accomplished through meetings and a charrette coordinated by MRD. Preliminary data gaps that MRD identified in Task 1.1 will be presented to participating organizations, and recommendations will be solicited from each organization focusing on approaches to increase efficiency, combine sampling efforts, and merge existing databases. Based on the needs and goals of these organizations, MRD will compare up to three (3) database management systems to input, manage, analyze and map data with the goal of effectively providing a data input clearinghouse and disseminating information to all stakeholders and the public through an easy-to-use interface.

1.3. Deliverables: MRD will produce a report presenting the findings of Tasks 1.1 and 1.2, and include a GIS file (Task 1.1), matrices (Task 1.1), documentation of the organizations conducting the sampling, results of individual meetings and the charrette (Tasks 1.1 and 1.2), and recommendations for the creation and maintenance of a database that is accessible and meets the needs of all organizations involved with sample collection.

II. INFORMATION TO BE PROVIDED BY THE CLIENT

The CLIENT will provide MRD with:

- 1) GIS file containing the County's sewer and storm water conveyance system.
- 2) Copy of the most current flood management plan(s).

- 3) Proposal generated by the Choctawhatchee Bay Coalition for the EPA Estuary Program.
- 4) Copy of the Matrix report on Microbial Source Tracking (MST).

III. EXCLUSIONS

The following items are excluded from this Task Order.

- 1) Hydrodynamic and Water Quality Modeling.
- 2) This investigation will be limited to best available data and information.
- 3) Statistical analysis of water quality data.
- 4) Engineering, environmental, permitting and State Lands authorizations, water quality sampling and testing or geotechnical studies; unless listed herein.
- 5) Bathymetric survey and topographic surveys are not included.
- 6) Bidding and construction phase services.

However, these services (above) can be provided under separate written authorization. A Task Order with fees will be prepared.

IV. FEES AND EXPENSES, AND SCHEDULE

Total estimated Fees and Expenses for the described services shall be \$24,600. Refer to the attached breakdown of fees and tentative schedule. All services outlined in this Task Order 2 will be performed by MRD.

Should you have any questions regarding this matter, please contact me at 850.654.1555.

Sincerely,

mrđ associates, inc.



Michael R. Dombrowski, P.E.
Principal Engineer

Choctawhatchee Bay Estuarine Program
Okaloosa County, Florida
Comprehensive Water Quality Monitoring Program
January 02, 2018

ESTIMATED FEES AND TENTATIVE SCHEDULE									
TASK	TOTAL FEES	TOTAL PROJECT COSTS	Months From Notice To Proceed						
			1	2	3	4	5	6	
1.0. Comprehensive Water Quality Monitoring Program		\$24,600							
1.1. Data Compilation	\$12,600								
1.2. Meetings and Charrette	\$6,660								
1.3. Deliverables	\$5,340								
TOTAL:		\$24,600							

Charlotte Dunworth

From: Jim Trifilio
Sent: Monday, January 08, 2018 7:56 AM
To: Charlotte Dunworth
Subject: RE: MRD TO #2

Charlotte;

The MRD task order is a one off and very specific. They may or may not be doing similar work in the future. I'd prefer to keep the more general Taylor task order for the time being.

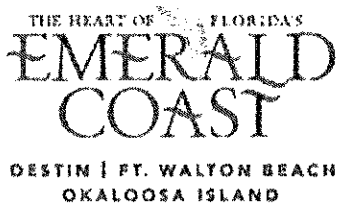
Thanks.

Jim

From: Charlotte Dunworth
Sent: Monday, January 8, 2018 7:11 AM
To: Jim Trifilio <jtrifilio@co.okaloosa.fl.us>
Subject: MRD TO #2

Hi Jim,
If TO #2 is issued to MRD for Choctawhatchee Bay Estuary Water Quality Monitoring, may Taylor TO #6 be closed out? If not, please explain the separation of duties moving forward. Thanks!

Sunny Regards,
Charlotte Dunworth
Finance, Administration, & Compliance Manager
850.609.5385 phone
cdunworth@co.okaloosa.fl.us



Emerald Coast Convention & Visitors Bureau
1540 Miracle Strip Parkway SE
Fort Walton Beach, FL 32548
EmeraldCoastFL.com

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

12/8/2017

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2637-TDD

TASK ORDER #: 1

TASK ORDER AMOUNT: \$ 20,000

OFFERED BY CONSULTANT:

MRD Associates, Inc.

FIRM'S NAME

Michael Dombrowski

REPRESENTATIVE'S PRINTED NAME

Michael Dombrowski

SIGNATURE

President

11/30/17

TITLE

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Director
- Between \$25,001 and \$50,000 approved by Purchasing Director and County Administrator
- In excess of \$50,000 approved by the Board.

[Signature]

SIGNATURE

Director

TITLE

12/8/17

DATE

[Signature]

PURCHASING DIRECTOR

12/11/17

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

VIA EMAIL

November 30, 2017

Jim Trifilio, Coastal Management Coordinator
Okaloosa County Tourist Development Department
1250 N. Eglin Parkway, Suite 100
Shalimar, Florida 32579
jtrifilio@co.okaloosa.fl.us



Subject: TDD 54-17 COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
Task Order 1 – General Support Services

Dear Mr. Trifilio,

At your request, attached is Task Order 1 for General Support Services under the County's contract TDD 54-17 with MRD Associates, Inc.

If you have any questions, please feel free to email me at md@mrd-associates.com or, give me a call at 850.654.1555.

Sincerely,

mrd associates, inc.

A handwritten signature in blue ink that reads "Michael Dombrowski". The signature is written in a cursive style with a large initial "M".

Michael Dombrowski, P.E.
Principal Engineer


TDD 54-17 COASTAL AND ENVIRONMENTAL ENGINEER SERVICES
Task Order 1 - General Support Services
Scope of Work

MRD Associates, Inc. will provide Okaloosa County with comprehensive coastal and environmental engineer services to support the County in its ongoing efforts to protect and maintain its varied coastal environment. Services may include but, not be limited to:

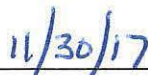
- Beach Restoration
- Marine Resources
- Dredging
- Piling – marina and land based
- Seawall, breakwaters and other erosion control structures
- Environmental studies
- Engineering cost estimates
- Specification preparation
- Peer Review
- Second Opinions
- Shoreline Protection
- Geotechnical Engineering
- Cost Estimating
- Project Management
- Scheduling
- Aerial/Photogrammetric Services
- Surveying
- Community Relations

MRD Associates, Inc. will perform work as requested by the County on a time and expenses basis up to a maximum amount of Twenty Thousand dollars (\$20,000).

MRD Associates, Inc. will provide monthly progress reports detailing the work performed by MRD as well as the expenses incurred. If additional work is required beyond that which is budgeted, MRD will contact the Okaloosa County Project Manager in writing to discuss and obtain an authorization to proceed with the additional work.



Signature



Date

Michael Dombrowski, P.E., President
Printed Name, Title

**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

This Contract is made and entered into this 4th day of October, 2017, by and between OKALOOSA COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, located at 1250 N. Eglin Parkway, Shalimar, Florida 32579, and MRD Associates, Inc., whose principal place of business is at 543 Harbor Boulevard, Suite 204, Destin, Florida 32541 (the "Consultant"), whose Federal I.D. number is 56-2286871, in connection with Okaloosa County Request for Qualifications No. RFQ TDD 54-17 and the professional services set forth therein.

WITNESSETH

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

WHEREAS, Okaloosa County desires to obtain the professional consulting services of the Consultant concerning said services being more fully described in the exhibits attached to this Contract.

INCORPORATION OF DOCUMENTS

The following documents are incorporated by reference into this Contract:

1. Schedule "A"
2. Exhibit "A", Fee Schedule; and
3. Exhibit "B", Request for Qualification (RFQ) and Respondent's Acknowledgement, **RFQ TDD 54-17, Coastal and Environmental Engineer Services**, date of opening June 5th, 2017, and any addendums thereto; and
4. Exhibit "C", additional Federal Requirements.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Contract shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. Consultant shall provide to County continuing professional engineering consulting services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and Exhibit "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement) and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Schedule A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of

improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

Michael Dombrowski, P.E

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of

construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.10. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO SERVICES OF CONSULTANT

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Exhibit "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement). These services will be paid for by the County as indicated in Article Five and Schedule A and as confirmed in each Notice to Proceed.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
- b. The time the Consultant is obligated to commence and complete all such services; or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

John Hofstad, County Administrator

ARTICLE FOUR TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Notice to Proceed, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

**ARTICLE FIVE
COMPENSATION**

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Schedule A, entitled "Basis of Compensation," and Exhibit "A" (Fee Schedule) which are attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

5.6. In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

**ARTICLE SIX
WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

**ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS**

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

**ARTICLE EIGHT
TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Consultant's statement of qualifications, must be made known to the County's Representative and written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.10 The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Consultant shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9.11 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE TEN SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE ELEVEN FEDERAL AND STATE TAX

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

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

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

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

- a) Keep and maintain public records required by the County to perform the service.
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise

provided by law.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

**ARTICLE FOURTEEN
GENERAL SERVICES INSURANCE REQUIREMENTS**

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts 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 Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent 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 Respondent 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. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On- and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractor’s Liability
 - 4.) Completed Operations and Products Liability

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:

	LIMIT
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000
5. Professional Liability (E&O)	\$1,000,000 (claims made)

NOTICE OF CLAIMS OR LITIGATION

The Respondent 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 Respondent’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 Respondent 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, Respondent 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 Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, evidencing all required coverage must be submitted to and approved by Okaloosa County 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. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

The County reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

15.2. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.
Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE SEVENTEEN REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE EIGHTEEN CONFLICT OF INTEREST

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE NINETEEN DEBT

19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE TWENTY NONDISCRIMINATION

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20.2 Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that

employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

ARTICLE TWENTY-ONE ENFORCEMENT COSTS

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE TWENTY-TWO NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown the addresses shown on page one (1)

ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK

23.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Consultant to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

**ARTICLE TWENTY-FOUR
MODIFICATION**

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

**ARTICLE TWENTY FIVE
MISCELLANEOUS**

25.1. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7 Consultant, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8 Consultant acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, consultant agrees that it shall adhere to all necessary federal regulations, including those as set forth in Exhibit "C" (additional Federal Requirements). Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

**ARTICLE TWENTY SIX
MINORITY/WOMEN'S BUSINESS ENTERPRISES**

26.1 The Consultant 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

ARTICLE TWENTY SEVEN PROCUREMENT OF RECOVERED MATERIALS

27.1 Consultant 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.

ARTICLE TWENTY EIGHT ENVIRONMENTAL AND ENERGY POLICIES

28.1 The Consultant 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].

28.2 Clean Air Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

28.3 Federal Water Pollution Control Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

ARTICLE TWENTY NINE FEDERAL SUSPENSION AND DEBARMENT

29.1 This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE THIRTY LOBBYING

30.1 Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

ARTICLE THIRTY ONE THIRD PARTY BENEFICIARIES

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

**ARTICLE THIRTY TWO
SEVERABILITY**

32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE THIRTY THREE
REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY**

33.1 The individual signing this Contract on behalf of MRD Associates, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of MRD Associates, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CONSULTANT

Michael Dombrowski
Authorized Representative

Michael Dombrowski, President
(Printed) MRD Associates, Inc

BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman



Date: 10/4/2017

ATTEST:

Ray J. Stinson
R.D. Peacock II, Clerk



Date: 10/04/17

**SCHEDULE A
BASIS OF COMPENSATION**

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated below:

PAYMENT - The contract consists of fixed hourly costs for all positions required to complete projects as set forth in Exhibit "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement).

Each specific project will be negotiated relative to the number of hours required by each position to accomplish the scope of work. A task order will be executed for each specific project and engineering costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses.

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract and attached Exhibit "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement). The maximum contract sum payable by the County to Contractor for services performed under this Agreement shall not exceed \$500,000.00 for the initial three-year term of this contract, the Contractor certifies that if the cap is exceeded it is at its own risk.

Additionally, for any option to renew mutually agreed to by the parties, the maximum rate of increase to the contract price shall be either an increase of 3% of the current pricing within this agreement or an increase in accordance with the most recently published Consumer Price Index for All Urban Consumers (CPI-U) for the South, published by the U.S. Bureau of Labor Statistics, whichever is less.

2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:

- a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.
- b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.
- c. Expenses for renderings, models and mock-ups requested by County.

3. Unless approved by the County in advance, reimbursable costs shall not include the following:

- a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.
- b. Consultant overhead including field office facilities.
- c. Overtime not authorized by County.
- d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Exhibit "A"

August 4, 2017

Okaloosa County
302 N. Wilson Street, Suite, 302
Crestview, FL 32536

Re: Coastal and Environmental Engineer Services
TDD 54-17



HOURLY RATE SCHEDULE

<u>Labor Category</u>	<u>Rate</u>
Principal Engineer	\$195
Project Manager	\$150
Senior Engineer	\$145
Engineer II	\$120
Engineer I	\$ 95
Engineering Technician II	\$100
Engineering Technician I	\$ 80
Administrative	\$ 75
Reimbursable and Travel Expenses	At cost*

* Approved Reimbursable and Travel expenses will be billed at cost in accordance with County regulations and policies.

August 4, 2017



TETRA TECH, INC.

Okaloosa County, Florida
Coastal and Environmental Engineer Services
Tetra Tech, Inc.

Labor Classification	Rate
Tetra Tech Personnel	
<i>Project/Program Management</i>	
Project Manager	\$150
Senior Project Manager	\$200
<i>Engineers</i>	
Engineer IV	\$150
Engineer V	\$185
Engineer VI	\$200
<i>Scientists/Geologist/Ecologist</i>	
Scientist/Geologist/Ecologist III	\$140
Scientist/Geologist/Ecologist IV	\$160
Scientist/Geologist/Ecologist V	\$180
<i>Design Professionals</i>	
Senior CAD Designer	\$150
<i>Construction Services</i>	
Senior Construction Inspector	\$150
Construction Manager	\$180
<i>GIS Analyst</i>	
Analyst II	\$90
Reimbursable and Travel Expenses	At cost*

*Approved Reimbursable and Travel expenses will be billed at cost in accordance with County regulations and policies.

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$280.00
Architect I,II,III	\$85.00,\$100.00,\$115.00
Architect IV,V,VI	\$130.00,\$145.00,\$165.00
Architect VII,VIII,IX	\$185.00,\$200.00,\$220.00
Interior Designer I,II,III,IV	\$75.00,\$85.00,\$105.00,\$150.00
Engineer I,II,III	\$100.00,\$110.00,\$125.00
Engineer IV,V,VI	\$140.00,\$160.00,\$175.00
Engineer VII,VIII,IX	\$190.00,\$205.00,\$225.00
Other Professionals I, II, III	\$95.00,\$110.00,\$120.00
Other Professionals IV, V,VI	\$135.00,\$155.00,\$165.00
Other Professionals VII, VIII, IX	\$190.00,\$205.00,\$225.00
Technical	
Geographer/GIS I,II,III	\$85.00,\$95.00,\$105.00
Geographer/GIS IV,V,VI	\$115.00,\$135.00,\$150.00
Geographer/GIS VII,VIII,IX	\$180.00,\$200.00,\$220.00
Designer I,II,III	\$100.00,\$115.00,\$135.00
Designer IV,V,VI, VII	\$150.00,\$175.00,\$195.00,\$205.00
CADD Technician I,II,III,IV	\$70.00,\$85.00,\$95.00,\$115.00
Surveyor I,II,III	\$60.00,\$70.00,\$80.00
Surveyor IV,V,VI	\$100.00,\$105.00,\$120.00
Surveyor VII,VIII,IX	\$140.00,\$165.00,\$185.00
Other Technical I,II,III	\$60.00,\$80.00,\$100.00
Other Technical IV, V, VI	\$115.00,\$130.00,\$150.00
Construction	
Construction Professional I,II,III	\$120.00,\$135.00,\$155.00
Construction Professional IV,V,VI	\$180.00,\$200.00,\$215.00
Inspector I,II,III	\$80.00,\$95.00,\$110.00
Inspector IV,V,VI	\$130.00,\$140.00,\$155.00
Survey Field Crews	
Fully Equipped 1, 2, 3, 4 Person Crews	\$120.00,\$150.00,\$180.00,\$210.00
With Laser Scanner 1, 2 Person	\$170.00,\$200.00
Administration	
Admin Professional I,II,III,IV	\$65.00,\$85.00,\$100.00,\$110.00
Non-Labor Direct Costs	Cost + 15%

COMPANY CONFIDENTIAL AND PROPRIETARY



Exhibit "B"



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENTS ACKNOWLEDGEMENT

RFQ TITLE:

Coastal and Environmental Engineer Services

RFQ NUMBER:

RFQ TDD 54-17

LAST DAY FOR QUESTIONS:

May 24th, 2017

2:00 P.M. CST

RFQ DUE DATE & TIME:

June 5th, 2017

4:00 P.M. CST

NOTE: QUALIFICATIONS RECEIVED AFTER THE REQUEST FOR QUALIFICATIONS OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a qualifications on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. Qualifications will not be accepted unless all conditions have been met. All qualifications must have an authorized signature in the space provided below. All envelopes containing sealed qualifications must reference the "RFQ Title", "RFQ Number" and the "RFQ Due Date and Time". Okaloosa County is not responsible for lost or late delivery of qualifications by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted documents will be accepted. Qualifications may not be withdrawn for a period of sixty (60) days after the opening of qualifications unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUALIFICATIONS. QUALIFICATIONS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME MRD Associates, Inc.

MAILING ADDRESS 543 Harbor Blvd., Suite 204

CITY, STATE, ZIP Destin, FL 32541

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 56-2286871

TELEPHONE NUMBER: 850.654.1555 EXT: _____ FAX: 850.654.0550

EMAIL: md@mrd-associates.com

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

AUTHORIZED SIGNATURE: Michael Dombrowski TYPED OR PRINTED NAME Michael Dombrowski, P.E.

TITLE: President DATE June 12, 2017

NOTICE TO RESPONDENTS
RFQ TDD 54-17

The Okaloosa County Board of County Commissioners request qualifications from interested respondents detailing their qualifications and experience to provide **Coastal and Environmental Engineer Services**.

Interested respondents desiring consideration shall provide an original and six (6) copies (total of 7 copies) of their Request for Qualifications (RFQ) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

Qualification documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., June 19th, 2017** in order to be considered. All qualifications received after the stated time and date will be returned unopened and will not be considered.

All qualifications must be in sealed envelopes reflecting on the outside thereof "**Coastal and Environmental Engineer Services**". Failure to mark outside of the envelope as set forth herein shall result in the submittal not being considered.

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

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

All submittals should be addressed as follows:

Coastal and Environmental Engineer Services
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536



Greg Kisela
Purchasing Director

5/26/17
Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel
Chairman

QUALIFICATION REQUIREMENTS

PROPOSAL #: RFQ TDD 54-17

PROPOSAL ITEM: Coastal and Environmental Engineer Services

BACKGROUND

Through this Request for Qualifications ("RFQ") the County, is seeking qualified consultants capable of providing professional coastal and environmental engineering services in a timely and efficient manner to meet the County's, coastal, marine, environmental and natural resource management needs. Depending on the project, consultants may work in conjunction with the County's technical staff and/or other consultants hired by the County as part of a project team. In the conduct of these activities, the County requires the assistance of specialized knowledge, expertise, and state-of-the-art techniques that are beyond the capabilities of its own staff and resources. Requested services may involve an entire project, several projects and part of a project or for any project phase. This RFQ is issued pursuant to section 287.055, Florida Statutes, known as the Consultant Competitive Negotiation Act (CCNA).

The County reserves the right to award multiple contracts for three year periods for services as needed. In addition, the County shall have the option to annually extend the term up to two additional years. The County does not guarantee the contract renewals.

Note: Statements of Qualifications shall be limited to 10 to 15-single sided pages

SCOPE OF WORK

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work that may be required. Firms offering their services in response to this RFQ may suggest other services provided that such other services are specifically and separately identified as such, with an explanation as to why the respondent believes such services to be essential to the needs of the County.

The selected, as-needed consultants will provide comprehensive coastal and environmental engineering services (e.g., site engineering, landscape, civil, geotechnical, design-related environmental, data management), to support the County in its on-going efforts to effectively protect and maintain its varied coastal environment. Design and engineering services may be related to the following types of activities and facilities:

- Beach Restoration
- Marine Resources
- Dredging
- Piling -- marine and land based
- Seawall, breakwaters and other erosion control structures
- Environmental restoration
- Engineering cost estimates
- Specification preparation
- Peer Reviews
- Second Opinions
- Shoreline Protection
- Geotechnical Engineering
- Cost Estimating

- Project Management
- Scheduling
- Aerial/Photogrammetric Services
- Surveying
- Community Relations

Selected Consultants must have sufficient staff to assure availability in handling several projects simultaneously for task continuity, prompt delivery of services and completion of assign tasks. Depending on the project assignment, consultants may work in conjunction with the County technical staff and/or other consultants hired by the County as part of a project team.

General Standards of Work - The actual scope of work and specific assignments will be determined on an as-needed basis.

Proposals **MUST** include qualifications and work experience for all proposed team members.

Proposals **MUST** be submitted in the format described below:

1. Letter of Interest including information on location of the firm's office that will be the lead office for this contract.

A. Name:
Name of Business:
Address:
City, State, Zip Code

Business #:
Fax #:
E-mail Address:

2. **Business Credentials** – Provide a synopsis of the proposer's qualifications, to include specific capabilities.

3. **Registration** – State of Florida licensing/registration qualifications (if required) of the proposer's personnel and business office. Provide copies of same.

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SELECTION CRITERIA

The selection of a firm to provide professional services will be based on the following criteria:

1. Experience in design/permitting and construction management of beach restoration projects. **(20 Points)**
2. Experience in design/permitting and construction management of environmental projects including restoration and living shoreline projects **(20 Points)**
3. Experience in design/permitting and construction management of seawalls, breakwaters and other erosion control structures **(10 Points)**
4. Experience in evaluating coastal inlet hydrodynamics, morphology and structures **(10 Points)**
5. Current workload and capability of personnel to provide desired service **(10 Points)**
6. Experience in design/permitting and construction management of artificial reefs. **(15 Points)**
7. Location of personnel supporting this effort and physical proximity to respond to Tourist Development Department administration questions and concerns is considered to be a key factor. Maximum points will be awarded for project management staff located within 150 miles of Okaloosa County. Respondents have ninety (90) days after Notice of Award of contract to complete this provision. This radius would allow response to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements. **(15 Points)**

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INSURANCE REQUIREMENTS

REVISED: 02/09/16

BONDING REQUIREMENTS

No bonding required.

RESPONDENT'S INSURANCE

1. The RESPONDENT shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the RESPONDENT.
6. The County shall retain the right to reject all insurance contracts 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 RESPONDENT.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the RESPONDENT, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the RESPONDENT to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of RESPONDENT shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The RESPONDENT 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 of Okaloosa, the RESPONDENT 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 the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the RESPONDENT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. If any operations in connection with this solicitation are to be undertaken on or about navigable waters, coverage under the Longshore and Harbor Workers' Compensation Act and if applicable, the Jones Act, must be provided with limits in accordance with Federal Law.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The RESPONDENT shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The RESPONDENT shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Broad Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the RESPONDENT shall notify the County representative in writing. The RESPONDENT shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:

- 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability
5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

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>LIMIT</u>
1. Worker's Compensation	
1.) State and if applicable, coverage under the Longshore Harbor Workers Act and Jones Act	Statutory and Federal Regulations
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$5,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT 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 RESPONDENT'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 RESPONDENT 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, RESPONDENT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the RESPONDENT and other persons employed or utilized by the RESPONDENT in the performance of this contract.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County 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. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
4. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, RESPONDENTS having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that RESPONDENT also submits a brief company financial statement.
5. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the RESPONDENT's full responsibility. In particular, the RESPONDENT shall afford full coverage as specified herein to entities listed as Additional Insured.
6. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the RESPONDENT has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
7. In the event of failure of the RESPONDENT to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by RESPONDENT upon presentation of a bill.

GENERAL TERMS

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

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

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

The RESPONDENT hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the RESPONDENT under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

GENERAL QUALIFICATIONS CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: myoung@co.okaloosa.fl.us
(850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

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

2. PREPARATION OF QUALIFICATIONS – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.

A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

- B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
 - C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
 - D. Qualifications submitted by an individual shall show the respondent's name and official address.
 - E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
 - F. All signatures shall be in blue ink. All names shall be typed or printed below the signature.
 - G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
 - H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.
3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
4. **SUBMITTAL OF QUALIFICATIONS** - Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.
- Note: Crestview is not a next day delivery site for overnight carriers.**
5. **MODIFICATION & WITHDRAWAL OF SUBMITTAL** - Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of

the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned. Thereafter, if the work is a re-qualification, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security prior to the end of this period.

7. **IDENTICAL TIE QUALIFICATIONS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more qualifications which are equal with respect to price, quality and service are received by the County for the procurement of commodities, contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie qualifications will be followed if none of the tied vendors have a drug-free workplace program.

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

8. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.

9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.

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

11. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its qualifications:

- a. Submission of more than one qualification for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the respondent has a financial interest in the firm of another proposer for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of qualifications.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

12. AWARD OF CONTRACT - Okaloosa County Review: A selection committee will review all qualifications and will participate in the Recommendation to Award.

The County will award the contract to the most qualified respondent(s), and the County reserves the right to award the contract to the respondent(s) submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest and its decision shall be final.

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

Okaloosa County specifically reserves the right to reject any conditional qualifications and bids which make it impossible to determine the true quality of services to be provided by respondent.

- 13. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated in the resulting agreement. Invoices must show Contract #.
- 14. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 15. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 16. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer,

director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

17. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
18. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
19. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services issued by the Board through the County Purchasing Department. The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

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

20. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
21. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
22. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

24. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.

25. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

26. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** - Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

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

28. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** - The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

29. The following documents are to be submitted with the qualifications packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Indemnification and Hold Harmless
- F. Company Data
- G. Addendum Acknowledgement
- H. Certification Regarding Lobbying
- I. Governmental Debarment & Suspension
- J. Recycled Content Form
- K. Ranking Sheet
- L. Exhibit B: General Grant Funding Special Proposal Conditions

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DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: June 12, 2017

SIGNATURE: 

COMPANY: MRD Associates, Inc.

NAME: Michael Dombrowski, P.E.

(Typed or Printed)

ADDRESS: 543 Harbor Blvd., Suite 204
Destin, FL 32541

TITLE: President

E-MAIL: md@mrd-associates.com

PHONE NO.: 850.654.1555

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: X

NAME(S)	POSITION(S)
---------	-------------

FIRM NAME: MRD Associates, Inc.

BY (PRINTED): Michael Dombrowski, P.E.

BY (SIGNATURE): 

TITLE: President

ADDRESS: 543 Harbor Blvd., Suite 204, Destin, FL 32541

PHONE NO.: 850.654.1555

E-MAIL: md@mrd-associates.com

DATE: June 12, 2017

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

DATE: June 12, 2017

SIGNATURE: 

COMPANY: MRD Associates, Inc.

NAME: Michael Dombrowski, P.E.

ADDRESS: 543 Harbor Blvd., Suite 204
Destin, FL 32541

TITLE: President

E-MAIL: md@mrd-associates.com

PHONE NO.: 850.654.1555

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

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

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

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

I Michael Dombrowski representing MRD Associates, Inc.
Signature Company Name

On this 12th day of June 2017 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent 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 intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

MRD Associates, Inc.

Respondent's Company Name



Authorized Signature – Manual

543 Harbor Blvd., Suite 204, Destin, FL 32541

Physical Address

Michael Dombrowski, P.E.

Authorized Signature – Typed

543 Harbor Blvd., Suite 204, Destin, FL 32541

Mailing Address

President

Title

850.654.1555

Phone Number

850.654.0550

FAX Number

850.598.1545

Cellular Number

850.598.1545

After-Hours Number(s)

June 12, 2017

Date

COMPANY DATA

Respondent's Company Name: MRD Associates, Inc.

Physical Address & Phone #:
543 Harbor Blvd., Suite 204
Destin, FL 32541
850.654.1555

Contact Person (Typed-Printed): Michael Dombrowski, P.E.

Phone #: 850.654.1555

Cell #: 850.598.1545

Email: md@mrd-associates.com

Federal ID or SS #: 56-2286871
Florida Dept. of State Certificate of Authorization - P02000068058
State of Florida Board of Professional Engineers - 9482

Respondent's License #:

Respondent's DUNS #: 13-161-8204

Fax #: 850.654.0550

Emergency #'s After Hours,
Weekends & Holidays: 850.598.1545

LOBBYING - 31 U.S.C. 1352, as amended

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, MRD Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Michael Dombrowski Signature of Contractor's Authorized Official
Michael Dombrowski, P.E.

President Name and Title of Contractor's Authorized Official

June 12, 2017 Date

Government Debarment & Suspension

Instructions

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

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Michael Dombrowski, P.E., President

Printed Name and Title of Authorized Representative



Signature

June 12, 2017

Date

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled X (Check the applicable blank). If recycled, what percentage Minimum of 30 %.

Product Description: Office Depot Laser Print Paper

2. Is your product packaged and/or shipped in material containing recycled content?

Yes X No _____

Specify: Federal Express box is made of 52% recycled material and is 100% recyclable.

3. Is your product recyclable after it has reached its intended end use?

Yes X No _____

Specify: Our product is 100% recyclable after it has reached its intended end use.

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: MRD Associates, Inc.

E-Mail: md@mrd-associates.com

**Ranking Sheet
RFQ TDD 54-17**

**REQUEST FOR QUALIFICATIONS
Coastal and Environmental Engineer Services
RFQ TDD 54-17**

QUALIFICATIONS	COMPANY NAME
Experience in design/permitting and construction management of beach restoration projects in the Gulf of Mexico (20 Points)	
Experience in design/permitting and construction management of environmental projects including restoration and living shoreline projects (20 Points)	
Experience in design/permitting and construction management of seawalls, breakwaters and other erosion control structures (10 Points)	
Experience in evaluating coastal inlet hydrodynamics, morphology and structures (10 Points)	
Current workload and capability of personnel to provide desired service (10 Points)	
Experience in design/permitting and construction management of artificial reefs in the Gulf of Mexico (15 Points)	
Location of personnel supporting this effort and physical proximity to respond to Tourist Development Department administration questions and concerns is considered to be a key factor. Maximum points will be awarded for project management staff located within 120 miles of Okaloosa County. This radius would allow response to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements. (15 Points)	
Total Points (100)	

SPECIAL PROPOSAL CONDITIONS

GRANT REQUIREMENTS:

Some position assignments may include duties within the County funded by federal grant dollars. In order to comply with federal grant regulations, additional rules and regulations will apply. See EXHIBIT B.

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EXHIBIT B
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** 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). Contractors 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.

8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, 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.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The 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).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights

to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,' and any implementing regulations issued by the awarding agency.

14. **Procurement of Recovered Materials:** Contractors 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.
15. **Access to Records and Reports:**
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.
16. **Record Retention:**
Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **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.
18. **Termination for Default (Breach or Cause):**
Contracts in excess of \$10,000 – 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.
19. **Safeguarding Personal Identifiable Information**
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.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. **Energy Policy and Conservation Act (43 U.S.C. §6201)**

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

DATE: June 12, 2017

SIGNATURE: 

COMPANY: MRD Associates, Inc.

NAME: Michael Dombrowski, P.E.

ADDRESS: 543 Harbor Blvd, Suite 204
Destin, Florida 32541

TITLE: President

E-MAIL: md@mrd-associates.com

PHONE NO.: 850.654.1555

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

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

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

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States,

whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.



7830 CA #21

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: October 3, 2017
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Greg Kisela
SUBJECT: Approval of the contract with MRD Associates, Inc.
DEPARTMENT: Purchasing
BCC DISTRICT: All

STATEMENT OF ISSUE: Request approval of the contract with MRD Associates, Inc. for Coastal and Environmental Engineering Services for the Tourist Development Department. (RFQ TDD 54-17)

BACKGROUND & ANALYSIS: On August 1, 2017, the Board approved the request to begin contract negotiations with MRD Associates, Inc. for Coastal and Environmental Engineering Services for the Tourist Development Department. The contracts are now complete and are ready for the Chairman's signature. Staff requests approval of the contracts with MRD Associates, Inc. and requests authorization for the Chairman to sign the documents.

OPTIONS: Approve/Deny


RECOMMENDATION: Request approval of the contract with MRD Associates, Inc. for Coastal and Environmental Engineering Services for the Tourist Development Department.

RECOMMENDED BY:



Greg Kisela, Purchasing Director 9/22/2017

APPROVED BY:



John Hofstad, County Administrator 9/27/2017

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: RFQ TAD 54-17 Tracking Number: 2595-17
Procurement/Contractor/Lessee Name: MRD Associates, Inc. Grant Funded: YES ___ NO ___
Purpose: Coastal and Environmental Engineer Services
Date/Term: _____ 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: TAD 3. \$25,000 OR LESS
Dept. Monitor Name: Tr. filio

Purchasing Review

Procurement requirements are met:


Purchasing Director or designee

Greg Kisela, DeRita Mason, Matthew Young

Date: 9/21/17

2CFR Compliance Review (if required)

Approved as written:



Grants Coordinator

Renee Biby

Date: 9/21/17

Risk Management Review

Approved as written:


Risk Manager or designee

Laura Porter or Krystal King

Date: 9-21-17

County Attorney Review

Approved as written:

County Attorney

See Approval Dated

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 9/20/17

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Marcella Eubanks, Mindy Kovalsky, Ashley Endris

Date: _____

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, September 20, 2017 3:02 PM
To: Matthew Young
Cc: Lynn Hoshihara; Charlotte Dunworth; Greg Kisela
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

This is approved for legal sufficiency.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Wednesday, September 20, 2017 3:58 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Charlotte Dunworth; Greg Kisela
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)
Importance: High

I now have their approval with the *changes* attached, Ma'am.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us/
3479 Old Bethel Rd, Suite A, Crestview, FL 32536

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Wednesday, September 20, 2017 2:54 PM
To: Matthew Young <myoung@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

I still defer to Risk on my one comment about insurance requirements. Otherwise, this is approved for legal purposes.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Wednesday, September 20, 2017 2:33 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Charlotte Dunworth; Greg Kisela
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)
Importance: High

I have made the revisions, Ma'am.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us
3479 Old Bethel Rd, Suite A, Crestview, FL 32536

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From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Wednesday, September 20, 2017 11:09 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

My revisions:

PAYMENT - It is expected that the The contract will consists of fixed hourly costs for all positions required to complete projects as set forth in Exhibit "B", including but not limited to: engineering studies; surveys; engineering design; preparation of plans, cost estimates, and specifications and contract documents; obtaining necessary federal, state and local governmental agency permits (fees paid by County); construction inspections and management; contract administration; project completion certifications and as-builts as may be required; presentations to the Board of County Commissioners and the general public; right of way identification, appraisal and assistance in acquisition; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.

Contract negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. Once fixed hourly costs are negotiated and the contract signed, Each specific project will be negotiated relative to the number of hours required by each position to accomplish the scope of work. A task order will be executed for each specific project and engineering costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses.

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract and attached Exhibit "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement). The maximum contract sum payable by the County to Contractor for services performed under this Agreement shall not exceed \$900,000.00 for a the initial three-year term of this contract, the Contractor certifies that if the cap is exceeded it is at its own risk. based on last three years' actuals ranging from \$200,000.00 to \$300,000.00 per year for Genesis & Matrix combined.

Note: For Additionally, for any option to renew mutually agreed to by the parties, the maximum rate of increase to the contract price shall be either an increase of 3% of the current pricing within this agreement or an increase in accordance with the most recently published Consumer Price Index (CPI) for All Urban Consumers (CPI-U) for the South, published by the U.S. Bureau of Labor Statistics, whichever is less. CPI is defined as the yearly increase from the most recently published Consumer Price Index, South Region.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Wednesday, September 20, 2017 10:04 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Charlotte Dunworth
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

For your review, Ma'am.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us/
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Wednesday, September 20, 2017 7:53 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>; Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Yes that would be good.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Wednesday, September 20, 2017 8:50 AM
To: Charlotte Dunworth; Parsons, Kerry; Greg Kisela; DeRita Mason; David Underwood
Cc: Lynn Hoshihara
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)
Importance: High

Apologies, Charlotte. KTR is contractor. I converse with Eglin a lot; it's a Federal abbreviation.

Ms. Parsons,

Shall I use language similar to what I used for the Debris Removal contracts to outline the cap? I'll input the varying figures based on what Charlotte has provided below.

I. Method of Payment

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract and attached Exhibit "A" (Request for Proposal (RFP) and Respondent's Acknowledgement). The maximum contract sum payable by the County to Contractor for services performed under this Agreement shall not exceed \$1,000,000.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us
3479 Old Bethel Rd, Suite A, Crestview, FL 32536

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From: Charlotte Dunworth
Sent: Wednesday, September 20, 2017 6:32 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>; Parsons, Kerry <KParsons@ngn-tally.com>; Greg Kisela <gkisela@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Hi Matthew,

Not sure what KTR name means? For purposes of funding cap, I would use the following estimates:

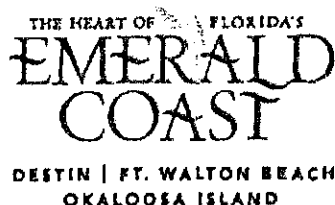
Taylor Engineering - \$500K for a three-year contract based on last three years' actuals ranging from \$130K to \$215K per year and assuming some portion of future work will be performed by MRD

MRD & Assoc - \$500K for a three-year contract for consistency with Taylor since same scope of work

The combined value for Taylor & MRD is higher than past actuals for coastal engineering, but Taylor should be based on past performance and it's preferable that the two contracts mirror each other.

DAG Architects - \$900K for a three-year contract based on last three years' actuals ranging from \$200K to \$300K per year for Genesis & Matrix combined

Sunny Regards,
Charlotte Dunworth
Finance, Administration, & Compliance Manager
850.609.5385 phone
cdunworth@co.okaloosa.fl.us



Emerald Coast Convention & Visitors Bureau
1540 Miracle Strip Parkway SE
Fort Walton Beach, FL 32548

EmeraldCoastFL.com

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From: Matthew Young
Sent: Tuesday, September 19, 2017 3:49 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Greg Kisela <gkisela@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>; Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)
Importance: High

Charlotte, please see the remarks from Legal below. This will be for the Coastal & Environmental Engineer Services (RFQ TDD 54-17) and the Engineer Services (RFQ TDD 63-17). I'll simply change the KTR name.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us
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From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Tuesday, September 19, 2017 3:20 PM
To: Matthew Young <myoung@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Hello Purchasing:

This looks good, however because this could involve Federal funding you will need to include a cap in the contract on price. Otherwise it looks good!

From: Matthew Young [<mailto:myoung@co.okaloosa.fl.us>]
Sent: Friday, September 15, 2017 12:56 PM
To: Parsons, Kerry; Greg Kisela; DeRita Mason; David Underwood
Cc: Lynn Hoshihara
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Feedback appreciated.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Friday, September 15, 2017 10:44 AM
To: Greg Kisela <gkisela@co.okaloosa.fl.us>; Matthew Young <myoung@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Yes please

From: Greg Kisela [<mailto:gkisela@co.okaloosa.fl.us>]
Sent: Friday, September 15, 2017 11:41 AM
To: Parsons, Kerry; Matthew Young; DeRita Mason; David Underwood
Cc: Lynn Hoshihara
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Kerry: Is this the template you want us to use for Taylor Engineering, MRD and DAG?

Greg Kisela

From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Wednesday, September 06, 2017 9:31 AM
To: Greg Kisela <gkisela@co.okaloosa.fl.us>; Matthew Young <myoung@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: Professional Consulting Services Contracts (CCNA contracts)

Good Morning Purchasing:

Attached is the shell of a Professional Consulting Services Contract pursuant to CCNA procurement that I have drafted for you. I recommend that you all take a look at it and use it for the Consulting Engineering Services and the Volkert Contracts. I tried to highlight places where information would need to be added in as well as made some comments.

Please let me know if you have any questions or concerns. Again, I recommend you plug in the necessary information and use these for the Consulting Services contracts and Volkert procurement that it going through Purchasing right now.

Have a good day!
Kerry

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200

Tallahassee, FL 32308

T. (850) 224-4070

kparsons@ngn-tally.com

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SAM Search Results
List of records matching your search for :

Search Term : mrd* associates* inc.*
Record Status: Active

ENTITY MRD ASSOCIATES, INC.	Status:Active
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DUNS: 131618204 +4:	CAGE Code: 4CXR8	DoDAAC:
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Expiration Date: Jun 1, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 543 HARBOR BLVD STE 204

City: DESTIN

State/Province: FLORIDA

ZIP Code: 32541-7359

Country: UNITED STATES
