

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/26/2024

Contract/Lease Control #: C24-3966-PW

Procurement#: RFQ PW 81-23

Contract/Lease Type: AGREEMENT

Award To/Lessee: HALFF ASSOCIATES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/26/2024

Expiration Date: 09/30/2027 W/2 1 YR RENEWALS

Description of: GENERAL ENG. SERVICES FOR PW

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed: _____

CC: BCC RECORDS

PROCUREMENT / CONTRACT / LEASE
INTERNAL COORDINATION SHEET

C24-39166-PW

#5 of 11



Procurement/Contract/Lease Number: Half Associates, Inc. Tracking Number: 5052-24

Procurement/Contractor/Lessee Name: PW Grant Funded: YES NO X

Purpose: General Engineering and Professional Services for Okaloosa County Public Works

Date/Term: 3 YR W/ (2) 1 YR Renewal

Department #: Varies

Account #: Varies

Amount: Per Task Order

Department: PW Dept. Monitor Name: Autrey

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
Amber Hammonds Date: 1/4/2024

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____
Required: Yes _____ No X _____ Date: _____
Grants Coordinator – Suzanne Ulloa

Risk Management Review

Approved as written: _____ Date: 2/27/2024
See Attached Email
Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool)

County Attorney Review

Approved as written: _____ Date: 2/27/2024
See Attached Email
County Attorney - (Circle One: Lynn Hoshihara / Kerry Parsons or Designee)

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

Amber Hammonds

From: Odessa Cooper-Pool
Sent: Tuesday, February 27, 2024 4:07 PM
To: Amber Hammonds
Cc: Kerry Parsons; Lynn Hoshihara
Subject: RE: Urgent - Halff Associates, Inc. - #5 of 11
Attachments: Halff_Associates-Contract_Final.pdf

Good afternoon Amber,

The contract for Halff Associates, Inc has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

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: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, February 27, 2024 2:00 PM
To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Kerry Parsons <kparsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: Urgent - Halff Associates, Inc. - #5 of 11
Importance: High

Good afternoon ladies,

The contract for this solicitation was approved already. However, I have entered the firm's information, Exhibit A and Exhibit B for your final review and approval.

Halff Associates, Inc. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #5 of 11

We would like to get this contract on one of the March BCC Meetings.

Thank you,

Amber Hammonds
Contracts & Lease Coordinator

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970
Email: ahammonds@myokaloosa.com



2024
HAPPY NEW YEAR

Upcoming Events:

May 9th 2024- Pensacola, Florida

16th Annual Reverse Tradeshow – Hosted by the Central Gulf Coast Chapter of the National Institute of Governmental Purchasing

[Click here to register!](#)

16th Annual Reverse Trade Show

SPONSORSHIPS & VENDOR REGISTRATION
AVAILABLE
NOW!

May 9th
2024
X
Pensacola, Florida

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Amber Hammonds

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, February 27, 2024 3:04 PM
To: Amber Hammonds; Jacqueline Matichuk; Lynn Hoshihara; Odessa Cooper-Pool
Subject: RE: Urgent - Halff Associates, Inc. - #5 of 11

This is approved for legal purposes.

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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From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, February 27, 2024 3:00 PM
To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>; lhoshihara@myokaloosa.com; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: Urgent - Halff Associates, Inc. - #5 of 11
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We would like to get this contract on one of the March BCC Meetings.

Thank you,

Amber Hammonds

Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970
Email: ahammonds@myokaloosa.com



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CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Board of County Commissioners Purchasing Department

State of Florida

Date: December 15, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD

RFQ PW 81-23

General Engineering and Professional Services for Okaloosa County Public Works

Okaloosa County would like to thank all businesses, which submitted bids for General Engineering and Professional Services for Okaloosa County Public Works. (RFQ PW 81-23)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Barge Design Solutions, Inc.
600 Grand Blvd., Suite 203
Miramar Beach, FL 32550

Half Associates, Inc.
2255 Killearn Center Blvd.
Tallahassee, FL 32309

Kisinger Campo & Associates, Corp. (KCA)
2615 Centennial Blvd. Suite 102
Tallahassee, FL 32308

Baskerville-Donovan, Inc.
449 W Main Street
Pensacola, FL 32502

Hanson Professional Services Inc.
910 N. Waukesha Street
Bonifay, FL 325425

Mott MacDonald
220 W Garden Street, Suite 700
Pensacola, FL 32502

DRMP, Inc.
2111 Thomas Drive, Suite 1
Panama City Beach, FL 32408

HDR Engineering
25 West Cedar Street, Suite 200
Pensacola, FL 32502

Neel-Schaffer, Inc.
896 Main Street
Chipley, FL 32428

George & Associates, Consulting Engineers, Inc
1967 Commonwealth Ln, Suite 200
Tallahassee, FL 32303


Kimley-Horn and Associates, Inc.
120 Richard Jackson Blvd, Suite 230
Panama City Beach, FL 32407

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

**DeRita
Mason**

 Digitally signed by
DeRita Mason
Date: 2023.12.13
11:07:23 -06'00'

DeRita Mason
Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2024

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 Greyling Ins Brokerage/EPIC 3780 Mansell Rd. Ste. 370 Alpharetta GA 30022	CONTACT NAME: Rebecca Egan	
	PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No):
	E-MAIL ADDRESS: greylingcerts@greyling.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Union Fire Ins Co of Pittsburg	NAIC # 19445
	INSURER B : The Continental Insurance Company	35289
INSURED Half Associates, Inc. 1201 N. Bowser Richardson, TX 75081	HALFF	
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : Allied World Surplus Lines Insurance Co	24319
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 474764188

REVISION NUMBER: 23-24

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL5856923	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA5717893	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034027549	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014195843	8/1/2023	8/1/2024	<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
D	Prof Liability incl. Pollution			03113813	8/1/2023	8/1/2024	Per Claim Aggregate	\$1,000,000 \$1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached AVO: 54876
General Engineering Continuing Services.

The above referenced liability policies with the exception of workers compensation and professional written contract. Okaloosa County BOCC is named as an Additional Insured on the above referenced compensation & professional liability where required by written contract. Waiver of Subrogation contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CONTRACT: C24-3966-PW
HALFF ASSOCIATES, INC.
GENERAL ENG. SERVICES FOR PW
EXPIRES: 09/30/2027 W/2 1 YR RENEWALS

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County BOCC 302 North Wilson Street, Suite 203 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 

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/23 forms a part of

Policy No. CA5717893 issued to Half Associates, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/23 forms a part of

Policy No. CA5717893 issued to Halff Associates, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 08/01/2023
Issued to Half Associates, Inc.

forms a part of Policy No. WC014195843

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

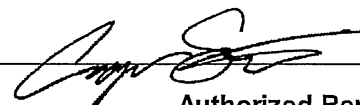
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

A handwritten signature in black ink, appearing to be 'C. S.', written over a horizontal line.

Authorized Representative

TASK ORDER AGREEMENT FOR C
(Master Services Agreement)
Between The Board of County Commissioners of Okaloosa County
And Halff Associates, Inc.
Contract ID: C24-3966-PW

This Agreement made on March 26th, 2024 between the Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Suite 100, Shalimar, Florida 32579, and Halff Associates, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 2255 Killearn Center Blvd, Tallahassee, FL 32309.

RECITALS

WHEREAS, COUNTY will require the services of qualified firms to perform certain professional and technical services for the COUNTY's projects, as determined by the COUNTY; and

WHEREAS, pursuant to Section 287.055, Florida Statutes, the COUNTY has selected CONSULTANT through a competitive selection process; and

WHEREAS, the CONSULTANT has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to the COUNTY dated November 30, 2023 in response to RFQ #PW 81-23.

NOW, THEREFORE, in consideration of the mutual promises herein, the COUNTY and the CONSULTANT agree as follows:

SECTION 1. BASIC SERVICES

- 1.1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ #PW 81-23 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.
- 1.2. **Basic Services.** The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:
 - 1.2.1. All professional services required to complete any public infrastructure project including, but not limited to: engineering studies; surveys; engineering design; architectural and landscape design; geotechnical studies; preparation of plans, specifications, contract documents and cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; 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 acquisitions; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.
 - 1.2.2. The types of public infrastructure projects which may be assigned include: roadway design; minor bridges; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations; solid waste management; utilities (water and wastewater); parks and recreation; facilities management; architectural and landscape design services; and any other type of project for the transportation, recreation, employment, and health and safety of the public which may be under the purview of the Public Works Department or any other County department. Services of the CONSULTANT shall be under the general direction of

the County Department Director initiating the work or his or her designee, who shall act as the County's representative during the performance of the scope of services.

1.2.3. On an as-needed basis, COUNTY will issue Task Orders to the CONSULTANT describing the work required for each assignment to be undertaken under this AGREEMENT. In response, the CONSULTANT will prepare a scope of services and proposed cost, which shall become part of the Task Order upon execution by both parties. No work will commence until a fully executed Task Order is received by the CONSULTANT.

1.3. **Term of Agreement.** This AGREEMENT will become effective from March 26th, 2024, or upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2027. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for additional (2) two, (1) one-year periods. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. Regarding the previous TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

SECTION 2. ADDITIONAL SERVICES

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

SECTION 3. OBLIGATIONS OF THE COUNTY.

- 3.1. It is agreed that certain obligations shall be performed or furnished by the COUNTY. These obligations include:
- 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
 - 3.1.2. Arranging for and holding promptly any required meetings.
 - 3.1.3. Provide boundary and/or topographical surveys of project sites that may be in the possession of the COUNTY.
 - 3.1.4. Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.
 - 3.1.5. Respond within a reasonable time to the CONSULTANT's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONSULTANT.
 - 3.1.6. Giving prompt written notice to the CONSULTANT whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this AGREEMENT.

SECTION 4. OBLIGATIONS OF THE CONSULTANT.

- 4.1. In addition to the specific scope(s) of service required under each authorized Task Order, CONSULTANT shall be responsible for the following:
 - 4.1.1. CONSULTANT shall designate in writing a person to act as CONSULTANT's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to receive instructions and information from the COUNTY and interpret and define CONSULTANT's policies, specifications, and reports. CONSULTANT shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
 - 4.1.2. CONSULTANT shall retain complete and accurate analytical and financial records of all work performed pursuant to this AGREEMENT for the longer of (1) the period of five years following completion of services; or (2) the minimum period specified by the Florida Department of State. This record retention period may, upon notice to the CONSULTANT by the COUNTY, be automatically extended during the course of any administrative or judicial action involving the COUNTY regarding matters to which the records are relevant.
 - 4.1.3. CONSULTANT shall maintain books, records, and documents directly pertinent to the performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, Okaloosa County, or their authorized representatives shall have access to such records for audit purposes during the term of this AGREEMENT and for five years following this AGREEMENT's completion.

SECTION 5. Contractor Indemnification and Claims.

- 5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and CONSULTANT for other contractor's negligence.
- 5.2. The COUNTY shall require construction contractor(s) to name the COUNTY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.
- 5.3. **Changes.** The COUNTY may make or approve changes within the Scope of Services. If such changes affect CONSULTANT's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment in writing fully executed by both parties to the AGREEMENT.
- 5.4. **Indemnification.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed. The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

SECTION 6. TIME SCHEDULE

- 6.1. **Authorization.** Unless otherwise directed by the COUNTY, in writing, the CONSULTANT shall commence the performance of the Basic Services upon execution of the AGREEMENT by both parties which shall constitute Authorization to Proceed.
- 6.2. **Additional Services.** Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to the AGREEMENT by both parties and shall be completed in accordance with a schedule set forth in the authorization.

SECTION 7. AMOUNT AND METHOD OF PAYMENT

- 7.1. **Method of Payment.** For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with each authorized Task Order. CONSULTANT will submit invoices for each Task Order to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. CONSULTANT shall submit a progress report with each invoice. Within thirty (30) days of receipt of the invoice, the COUNTY shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within thirty (30) days, only that portion so reasonably contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close all future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.
- 7.2. **Payment by the COUNTY.** The COUNTY will process payment to the CONSULTANT within twenty-five (25) days after receipt of CONSULTANT's invoice.
- 7.3. **Compensation.** The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on a lump sum amount basis, or on CONSULTANT's rates, included as Exhibit A, for the actual time worked on the project. Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.
 - 7.3.1. Direct Expenses are those necessary costs and charges incurred for the project as described in the Task Order and further explained in Exhibit A. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance in the specific Task Order. Any and all direct expenses requested by the CONSULTANT shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent written and fully executed Amendment of this AGREEMENT.
 - 7.3.2. Rates to be utilized for the duration of this AGREEMENT are as described in the fee schedule included as Exhibit A. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses, as outlined in Exhibit A.

SECTION 8. CHANGES

- 8.1. **Written Authorization.** The COUNTY may, at any time, by written fully executed amendment to the AGREEMENT, make changes in the services or work to be performed within the general scope of this AGREEMENT, including alterations, reductions, therein or additions thereto.
- 8.2. **Equitable Adjustment.** Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an 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 in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in a fully executed written amendment.

SECTION 9. DISPUTES

- 9.1. **Dispute Resolution.** If a dispute or complaint [Dispute] arises concerning this AGREEMENT, CONSULTANT and the COUNTY will use their best efforts to negotiate a resolution of the Dispute.

SECTION 10. DELAY OR SUSPENSION OF WORK

- 10.1. **Convenience of the COUNTY.** The COUNTY may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services for such period of time as the COUNTY may determine to be appropriate for the convenience of the COUNTY.
- 10.2. **Adjustment for Delay or Suspension of Work.** If the performance of all or any part of the CONSULTANT's services is suspended, delayed, or interrupted for the convenience of the COUNTY, an appropriate extension of time and compensation shall be made, and the AGREEMENT modified in writing accordingly. In the event CONSULTANT is delayed in performance of Services by any act or neglect of the COUNTY, or anyone for whom the COUNTY is responsible, then CONSULTANT's compensation and the work schedule shall be equitably adjusted in writing. CONSULTANT's work schedule shall be equitably adjusted in writing for delays due to or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT and the COUNTY. In the event delays are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

SECTION 11. TERMINATION OF AGREEMENT

- 11.1. **Written Notice.** This AGREEMENT may be terminated by the COUNTY, without cause or for convenience, with thirty (30) calendar days' written notice. Furthermore, this AGREEMENT may be terminated with written notice for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter.
- 11.2. **Adjustment for Services Performed.** In the event that this AGREEMENT is terminated by either party, the CONSULTANT shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT or subsequent Amendments, unless otherwise agreed.
- 11.3. **Termination for non-adherence to Public Records.** This AGREEMENT may be unilaterally canceled by the COUNTY for unlawful refusal by the CONSULTANT to allow public access to all documents, papers, letters, or other material made or received by the CONSULTANT in conjunction with this

AGREEMENT and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Art. 1, Florida Constitution.

SECTION 12. INSURANCE

12.1. GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

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

12.2. WORKERS' COMPENSATION INSURANCE

- 12.2.1. The CONSULTANT 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 CONSULTANT 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.
- 12.2.2. CONSULTANT must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 12.2.3. No class of employee, including the CONSULTANT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the

Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

12.3. BUSINESS AUTOMOBILE LIABILITY

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

12.4. COMMERCIAL GENERAL LIABILITY INSURANCE

12.4.1. The CONSULTANT shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the CONSULTANT.

12.4.2. Commercial General Liability coverage shall include the following:

- 12.4.2.1. Premises & Operations Liability
- 12.4.2.2. Bodily Injury and Property Damage Liability
- 12.4.2.3. Independent Contractors Liability
- 12.4.2.4. Contractual Liability
- 12.4.2.5. Products and Completed Operations Liability

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

12.5. PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

12.6. INSURANCE LIMITS OF LIABILITY

12.6.1. 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	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage; \$1M each occurrence Products and Completed Operations
4. Personal and Advertising Injury	\$1M each occurrence

12.7. NOTICE OF CLAIMS OR LITIGATION

12.7.1. The CONSULTANT 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 CONSULTANT'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 CONSULTANT becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

12.8. INDEMNIFICATION & HOLD HARMLESS

12.8.1. To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless Okaloosa County its officers, agents, and employees, against any actions, claims, or damages including but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to proportionate extent caused by the negligence or willful misconduct of the CONSULTANT, CONSULTANT's employees, affiliated corporations and subcontractors in connection with Services performed by the Parties further herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28 Florida Statutes, as amended from time to time..

12.9. CERTIFICATE OF INSURANCE

12.9.1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.

12.9.2. The CONSULTANT shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).

12.9.3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479A Old Bethel Road, Crestview, FL 32536.

12.9.4. In the event the contract term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

12.9.5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

12.9.6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.

12.9.7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the CONSULTANT's full responsibility.

12.9.8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

12.10. GENERAL TERMS

- 12.10.1. Any type of insurance or increase of limits of liability not described above which, the CONSULTANT required for its own protection or on account of statute shall be its own responsibility and at its own expense.
- 12.10.2. Any exclusions or provisions in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.
- 12.10.3. The carrying of the insurance described shall in no way be interpreted as relieving the CONSULTANT of any responsibility under this contract.
- 12.10.4. Should the CONSULTANT engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
- 12.10.5. The CONSULTANT hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

12.11. EXCESS/UMBRELLA INSURANCE

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

SECTION 13. GENERAL PROVISIONS

- 13.1. **Successors.** This AGREEMENT is binding on the successors and assigns of the COUNTY and CONSULTANT. The AGREEMENT may not be assigned by CONSULTANT in whole or in part to any third parties without the written consent of the COUNTY. **Independent Contractor.** CONSULTANT represents that it is an independent contractor and is not an employee of the COUNTY and CONSULTANT shall be solely responsible for, at its own expense, withholding of all taxes, social security and insurance payments for its employees or agents. Under no circumstances shall CONSULTANT or any of CONSULTANT's employees look to the COUNTY as his/her employer, or as partner, agent or principal. Neither CONSULTANT nor its employees shall be entitled to any benefits accorded to the COUNTY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party. All notices required in this AGREEMENT shall be in writing to the Designated Representative listed below:

13.3.1. Representatives.

13.3.1.1. The authorized representatives of the COUNTY shall be:

Name:	Jason Autrey, P.E.
Title:	Public Works Director
Company:	Okaloosa BCC
Address:	1759 S. Ferdon Blvd. Crestview, FL
Telephone:	850.689.5772
Facsimile:	850.689.5715
E-Mail:	jautrey@myokaloosa.com

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name:	Bryant King, P.E.
Title:	Vice President/Operations Manager
Company:	Halff Associates, Inc.
Address:	2255 Killearn Center Blvd. Tallahassee, FL 32309
Telephone:	850.224.4400
Facsimile:	850.681.3600
E-Mail:	bking@halff.com

13.3.1.3 Courtesy copy to:

Contracts & Leases Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Fax: 850-689-5998

An address change may be sent to the other party at least ten (10) business days prior to its effective date.

13.4. **Entire AGREEMENT.** This AGREEMENT, including any Amendments, schedules, attachments and referenced documents, is the entire agreement between the COUNTY and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and fully executed by the COUNTY and CONSULTANT. Attachments included and incorporated herein by reference are:

13.4.1. Exhibit A – Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services.

13.4.2. Exhibit B - CONSULTANTS proposal submittal to the COUNTY for RFQ #PW 81-23.

13.5. **Governing Law & Venue** This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.

13.6. **Compliance with the Law.** CONSULTANT shall comply with all applicable federal, state, and local rules and regulations in providing services to the COUNTY under this AGREEMENT. CONSULTANT acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.

- 13.7. **Waivers and Severability.** Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.
- 13.8. **Covenants.**
- 13.8.1. The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time and in locale the said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.
- 13.8.2. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- 13.9. **Lower-Tier Subcontracts.** CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.
- 13.10. **Unauthorized Employment.** The employment of unauthorized aliens by CONSULTANT and any subcontractors subcontracted by the CONSULTANT is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONSULTANT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 13.11. **Confidentiality and Public Records.**
- 13.11.1. CONSULTANT warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONSULTANT by the COUNTY, or reviewed or generated by CONSULTANT, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONSULTANT.
- 13.11.2. Notwithstanding the foregoing, CONSULTANT shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation, including but not limited to, Florida Statutes Chapter 119; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) the COUNTY consents in writing (4) the information is/or becomes part of the public domain through no fault or negligence of CONSULTANT; or (5) CONSULTANT lawfully possessed the information prior to receipt from the COUNTY, provided however, in the event the CONSULTANT shall be so required to disclose any such information pursuant to (1) or (2) above, CONSULTANT shall prior

to disclosure, give notice to the COUNTY, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

- 13.11.3. **Public Records.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536. PHONE: (850) 689-5977 riskinfo@myokaloosa.com.** CONSULTANT must comply with the public records laws, Florida Statute Chapter 119, specifically CONSULTANT must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT 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 CONSULTANT 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.
- 13.12. **Conflict of Interest.** CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.
- 13.13. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third-party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- 13.14. **Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- 13.15. **Publicity.** CONSULTANT shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.
- 13.16. **Taxes.** CONSULTANT agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, as it pertains to this AGREEMENT. CONSULTANT further agrees that it shall protect, reimburse, and indemnify the

COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.

13.17. CONSULTANT's Personnel at Construction Site.

13.17.1. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

13.17.2. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

13.17.3. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

14.1. **This AGREEMENT is subject to the following** special provisions:

14.1.1. **Opinions of Cost, Financial Considerations, and Schedules.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, CONSULTANT makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. The COUNTY will employ an independent cost estimator, contractor, or other appropriate advisor if the COUNTY requires greater assurance as to any element of cost, feasibility, or schedule.

14.1.2. **Advertisements, Permits, and Access.** Unless otherwise agreed to in the executed Task Orders, the COUNTY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or project construction.

14.1.3. **CONSULTANT's Deliverables.** CONSULTANT's deliverables, including record drawings, unless noted otherwise, are limited to the sealed and signed electronic copies. Computer-generated drawing files furnished by CONSULTANT are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

14.1.4. **Legal Assistance.** The Scope of Services in this AGREEMENT does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONSULTANT by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.

14.1.5. **Audit and Record Keeping.** The COUNTY and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONSULTANT with the terms, conditions, obligations, limitations, restrictions and requirements of this AGREEMENT and such right shall extend for a period of five (5) years after termination of this AGREEMENT. The CONSULTANT shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

SECTION 15. AUTHORIZATION FOR EXECUTION

15.1. Execution Authority. This AGREEMENT is a valid and authorized undertaking of the COUNTY and CONSULTANT. The representatives of the COUNTY and CONSULTANT who have signed below have been authorized to do so.

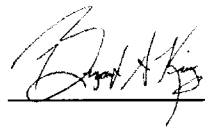
IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year shown on first page of this AGREEMENT.

The COUNTY
Board of County Commissioners of Okaloosa
County

Halff Associates, Inc.

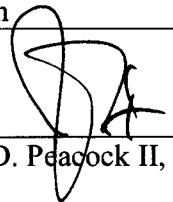
By: 
Paul Mixon

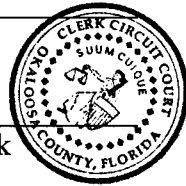


By: 

Title: Chairman

Title: Vice President/Operations Manager

Attested: 
J.D. Peacock II, Clerk



Witness 1: Misty Alderman

Witness 2: Lisa Fricchione

***** END *****

EXHIBIT A - RFQ PW 81-23 GENERAL ENGINEERING AND PROFESSIONAL SERVICES RATE SCHEDULE

Half Associates, Inc

FULLY LOADED HOURLY BILLING RATES			
Classification		Rate through 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
Half			
Chief Engineer 2	\$	324.00	\$ 349.00
Project Manager	\$	227.00	\$ 245.00
Engineer 1	\$	166.00	\$ 178.00
Licensed Engineer Intern	\$	140.00	\$ 151.00
Engineering Student Intern	\$	80.00	\$ 86.00
Senior ITS Manager	\$	310.00	\$ 353.00
Chief Designer	\$	206.00	\$ 221.00
Designer	\$	148.00	\$ 160.00
Engineering Technician	\$	130.00	\$ 140.00
Senior Spatial Analyst	\$	140.00	\$ 171.00
Spatial Analyst	\$	110.00	\$ 130.00
GIS Specialist	\$	75.00	\$ 89.00
Senior Landscape Architect	\$	235.00	\$ 253.00
Landscape Architect	\$	178.00	\$ 191.00
Senior Landscape Designer	\$	115.00	\$ 136.00
Landscape Designer	\$	85.00	\$ 100.00
Chief Planner	\$	322.00	\$ 347.00
Professional Planner	\$	115.00	\$ 136.00
Project Planner	\$	85.00	\$ 100.00
Executive Administrative Assistant	\$	115.00	\$ 142.00
Administrative Assistant	\$	80.00	\$ 94.00
Senior Project Engineer	\$	280.00	\$ 328.00
Project Administrator	\$	180.00	\$ 194.00
Assistant Project Administrator	\$	119.00	\$ 144.00
Senior Inspector	\$	126.00	\$ 136.00
Inspector	\$	88.00	\$ 109.00
Inspector Aid	\$	63.00	\$ 77.00
CEI Secretary	\$	88.00	\$ 109.00
Contract Support Specialist	\$	123.00	\$ 149.00
Associate Contract Support Specialist	\$	95.00	\$ 116.00
Resident Compliance Specialist	\$	95.00	\$ 116.00
Brantley & Associates Real Estate Appraisal Corp. (Property Appraisal)			
Principal Appraiser	\$	250.00	\$ 275.00
Land Planner	\$	200.00	\$ 225.00
Assistant Appraiser	\$	175.00	\$ 175.00
Clerical	\$	50.00	\$ 60.00
DAG Architects (Architecture)			
Senior Principal	\$	275.00	\$ 275.00
Principal	\$	250.00	\$ 250.00
Junior Principal	\$	225.00	\$ 225.00
Associate Principal II	\$	200.00	\$ 200.00
Associate Principal I	\$	150.00	\$ 150.00
Senior Project Manager/Senior Project Architect	\$	150.00	\$ 150.00
Project Manager/Project Architect	\$	135.00	\$ 135.00
Senior Architectural Staff	\$	125.00	\$ 125.00
Architectural Staff	\$	110.00	\$ 110.00
Associate Architectural Staff	\$	95.00	\$ 95.00
Senior Interior Designer	\$	125.00	\$ 125.00
Interior Designer	\$	85.00	\$ 85.00
Graphic Designer	\$	85.00	\$ 85.00
Intern Architect	\$	75.00	\$ 75.00

EXHIBIT A - RFQ PW 81-23 GENERAL ENGINEERING AND PROFESSIONAL SERVICES RATE SCHEDULE

Half Associates, Inc

FULLY LOADED HOURLY BILLING RATES		
Classification	Rate through 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
Senior Administrative Staff	\$ 80.00	\$ 80.00
Administrative Staff	\$ 60.00	\$ 60.00
Environmental and Geotechnical Specialists, Inc. (Geotechnical)		
MAT CADD/Computer Technician Home	\$ 136.42	\$ 136.42
MAT Chief Engineer Home	\$ 306.95	\$ 306.95
MAT Engineer Home	\$ 198.96	\$ 198.96
MAT Engineer Intern Home	\$ 138.98	\$ 138.98
MAT Engineering Technician Home	\$ 89.53	\$ 89.53
MAT Principal Engineer Home	\$ 281.37	\$ 281.37
MAT Secretary/Clerical Home	\$ 149.21	\$ 149.21
MAT Senior Engineer Home	\$ 245.13	\$ 245.13
MAT Senior Engineering Technician Home	\$ 198.24	\$ 198.24
MOT - Qualified Worksite Traffic Supervisor Home	\$ 149.21	\$ 149.21
Hayes Consulting Services, LLC (Acquisitions)		
Acquisition Agent Home	\$ 151.67	\$ 166.84
Project Manager 3 Home	\$ 219.08	\$ 240.99
Relocation Agent Home	\$ 151.67	\$ 166.84
Secretary/Clerical Home	\$ 84.26	\$ 92.67
Senior Acquisition Agent Home	\$ 185.37	\$ 203.91
Senior Relocation Agent Home	\$ 185.37	\$ 203.91
Northern Gulf Environmental, LLC (Environmental Services)		
Senior Environmental Specialist	\$ 150.00	\$ 165.00
Southeastern Survey & Mapping Corporation (Surveying)		
SUR Chief Surveyor	\$ 309.12	\$ 337.79
SUR Senior Surveyor 1	\$ 217.31	\$ 237.45
SUR Crew Chief	\$ 102.24	\$ 111.70
SUR Instrument Operator	\$ 86.36	\$ 94.37
SUR Rod Person	\$ 64.02	\$ 69.96
CADD/Computer Technician	\$ 124.16	\$ 135.69
SUR SUE Technician 3	\$ 92.04	\$ 100.60
SUR SUE Technician 2	\$ 83.68	\$ 91.43
SUR SUE Technician 1	\$ 62.47	\$ 68.25
Taylor Engineering, Inc. (Coastal Engineering)		
Principal Engineer	\$ 447.00	\$ 465.00
Chief Engineer 1	\$ 293.00	\$ 305.00
Project Manager 1	\$ 192.00	\$ 200.00
Project Manager 2	\$ 247.00	\$ 257.00
Senior Engineer 1	\$ 216.00	\$ 225.00
Senior Engineer 2	\$ 240.00	\$ 250.00
Engineer 1	\$ 168.00	\$ 175.00
Engineer 2	\$ 192.00	\$ 200.00
Engineering Intern	\$ 130.00	\$ 135.00
Design Intern	\$ 54.00	\$ 56.00
Chief Scientist	\$ 220.00	\$ 229.00
Sr Env Specialists	\$ 186.00	\$ 193.00
Environmental Specialist	\$ 115.00	\$ 120.00
Chief Designer	\$ 184.00	\$ 191.00
Senior Designer	\$ 158.00	\$ 164.00
CADD/ Computer Technician	\$ 91.00	\$ 95.00

EXHIBIT A - RFQ PW 81-23 GENERAL ENGINEERING AND PROFESSIONAL SERVICES RATE SCHEDULE

Halff Associates, Inc

FULLY LOADED HOURLY BILLING RATES

Classification	Rate through 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
GIS Specialist	\$ 195.00	\$ 203.00
Computer Programmer	\$ 204.00	\$ 212.00
Secretary/ Clerical	\$ 80.00	\$ 83.00

Standard Rates for Direct Expenses

1. The rates above are inclusive of all computer and software use, standard reproduction, vehicle usage, telephone charges and standard (USPS) mailing.
2. Payment for services for special services by subconsultants not listed in Appendix A or other services (e.g., lab testing) shall be made at cost plus a 5% mark-up and shall be defined by the authorizing task order. The fully loaded rates for subconsultants listed in this Exhibit A are not subject to an additional mark-up.
3. Special tools or equipment shall be approved by task order and billed at cost.
4. Lodging & Travel shall be billed at Federal GSA Rates and billed at cost.
5. Special reproduction (board mounts, displays, laminating etc.) shall be billed at actual cost plus 5% for materials and added to the preparation costs (if any).
6. Special shipping and mailings (FEDEX, UPS, or USPS Priority or Registered Mail) shall be billed at cost plus 5%.

Signature: Matthew D. Trimble

Matthew D Trimble 



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:

General Engineering & Professional Services for Okaloosa
County Public Works

RFQ NUMBER:

RFQ PW 81-23

ISSUE DATE:

October 30, 2023

LAST DAY FOR QUESTIONS:

November 14, 2023

@ 3:00 PM

ITB OPENING DATE & TIME:

November 30, 2023

@ 3:00 PM

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

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be submitted electronically by the time and date listed above. Responses may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

COMPANY NAME Halff Associates, Inc.

MAILING ADDRESS 2255 Killearn Center Boulevard
Suite 200

CITY, STATE, ZIP Tallahassee, FL 32309

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 75-1308699

TELEPHONE NUMBER: 850.224.4400 EXT: _____ FAX: 850.681.3600

EMAIL: bking@halff.com

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

AUTHORIZED SIGNATURE:  _____ PRINTED NAME: Bryant King, PE

TITLE: Vice President/Operations Manager DATE: 11/30/2023

RESPONSE DOCUMENT #1: REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT



November 30, 2023

OKALOOSA COUNTY

Statement of Qualifications

RFQ PW 81-23

General Engineering & Professional Services for
Okaloosa County Public Works

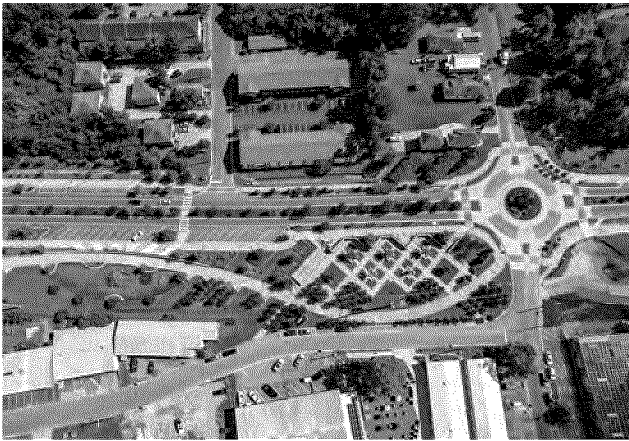


Table of Contents

1. Letter of Interest	04
2. Past Record - 5 pages	07
3. Firm's Qualification - 7 pages	13
4. Proposed Project Execution Strategy - 9 pages	21
5. Schedule and Budget - 1 page	31
6. Regulatory and Grant Experience - 3 pages	33
7. Business Credentials and Other	37
Total: 25 pages	





November 30, 2023

DeRita Mason, Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

RE: RFQ PW 81-23 – General Engineering and Professional Services for Okaloosa County Public Works

Dear Ms. Mason:

Halff has had the pleasure of providing professional services to Okaloosa County (County) for more than 28 years. Working together with the County, we have successfully completed a multitude of projects, similar in size and scope to the tasks anticipated through this contract, and Halff is currently entrusted by the County with five contracts: General Continuing Services; LAP Contracts; Facilities and Maintenance Services; Santa Rosa Boulevard Improvements, and Telecom/Broadband. We are excited with the opportunity to continue supporting the County and community.

Firm Legacy. Since 1987, Halff has served public clients located throughout Florida. We are a community focused, employee-owned, 1,400-person, full-service engineering, planning, environmental, architecture, and surveying firm providing services from 32 offices in Florida, Texas, Oklahoma, Arkansas, and Louisiana. We have a strong legacy of impressive community projects that address everything from basic planning studies and engineering designs to creative, world-class parks and recreation facilities. Many of our projects have solved long-standing community challenges, such as flooding, traffic congestion, and functional complete-street aesthetics.

Offices and Personnel. All of Halff's work for Okaloosa County will be managed by our experienced team located in our Crestview, Tallahassee, Panama City Beach, and Chipley offices. *Our Tallahassee office will serve as lead office for this contract.* The Halff personnel based in these offices consists of 52 professional and technical staff members, supported by a closely connected network of more than 210 Florida-based employees, who can be called upon to support your tasks and *are available to meet in person within hours.*

Halff is able to complete a wide range of diverse planning studies and engineering design projects from start to finish due to the range of services provided by our local offices. This allows us to push projects to completion in a timely manner and to meet deadlines. We know this attribute, more than any other, allows us to maintain a loyal client base. We are members of a company built on integrity, technical knowledge, and commitment to client service. Our talented and committed team allows us to effectively, efficiently, and innovatively complete projects on schedule and within budget.

The Halff Team. Halff's in-house team will provide project management and work associated with the scope of services on these public infrastructure projects, supported by a team of select subconsultants. Services to be provided include, but are not limited to, the disciplines of civil engineering, roadway design, minor bridges, signalization projects, traffic studies, stormwater management, erosion control, coastal management and engineering, environmental investigations, solid waste management, utilities (water and wastewater), parks and recreation, facilities management, architectural design services, land planning, landscape architecture, grant application and administration, public engagement, construction engineering and inspection (CEI), transportation and mobility, and geographic information systems (GIS).

Our comprehensive team is completed with the following highly qualified and trusted firms:

Architecture: DAG Architects, Inc.

Appraisals: Brantley & Associates, LLC

Property Acquisitions: Hayes Consulting Services, LLC

Surveying: Southeastern Surveying & Mapping Corporation

Geotechnical Engineering: Environmental and Geotechnical Specialists, Inc.

Environmental Services: Northern Gulf Environmental, LLC

Coastal Engineering: Taylor Engineering, Inc.

Halff has great working relationships with all of our team members, and we are prepared to successfully complete scope of work required by the County under this contract.

Resources and Experience. Throughout this Statement of Qualifications (SOQ), we clearly describe the Halff team resources and experience. Working with the County for more than 28 years has provided extensive firsthand knowledge, experience, and understanding of the County's preferences and initiatives. From beach access parks to transportation infrastructure improvements, our team will continue to provide experience, energy, enthusiasm, responsiveness, quality, and innovation to the County. It should also be noted that Halff has provided continuing professional engineering services, very similar to those requested by the County in this SOQ, for multiple municipalities and counties across the Florida panhandle and the state for many years.

The Halff team has project specific experience in all types of public infrastructure planning and design assignments that are anticipated via this contract including:

- Roadway and drainage design
- Minor bridges and miscellaneous structures
- Intersection and signalization projects
- Survey and right-of-way mapping
- Geotechnical and permitting services
- Architectural and landscaping design
- Traffic studies
- Stormwater management
- Erosion control
- Coastal
- Environmental investigations
- Solid waste management
- Utilities (water and wastewater)
- Parks and recreation amenities
- Facilities management
- Public engagement and information services
- Construction administration and inspection services
- Funding resource management (grant application/administration)

Halff has the knowledge and resources to complete the variety of scopes of work included in the RFQ, especially given our experience on the successfully completed project examples included in this SOQ. On behalf of our entire team, we are excited to continue serving Okaloosa County.

Sincerely,

Halff



Matthew D. Trimble, PE
Team Leader/Contract Manager



Bryant King, PE
Vice President/Operations Manager



2. Past Record

Our experience providing services to counties and municipalities includes key steps that we consider success factors in developing task orders under continuing services contracts for which Halff has successfully delivered hundreds of projects.

Our success lies in key factors such as:

- ✔ Listening to and understanding the County's objectives
- ✔ Assisting the County in obtaining grants and efficiently utilizing available funding
- ✔ Delivering on-schedule and on-budget projects while minimizing administrative issues
- ✔ Designing with project construction, maintenance, and operation in mind

- ✔ Being flexible and adaptable to scope adjustments as additional information becomes available

Okaloosa County has trusted Halff for more than **28 years**, on **numerous projects**, and is currently entrusting Halff on the following **five contracts**:

- ✔ **General Continuing Services**
- ✔ **LAP Contracts**
- ✔ **Facilities and Maintenance Services**
- ✔ **Santa Rosa Boulevard Improvements**
- ✔ **Telecom/Broadband Specialized Consulting Services**

The following projects illustrate the variety and depth of services our team has offered to governmental clients in the past three years.

Legend:



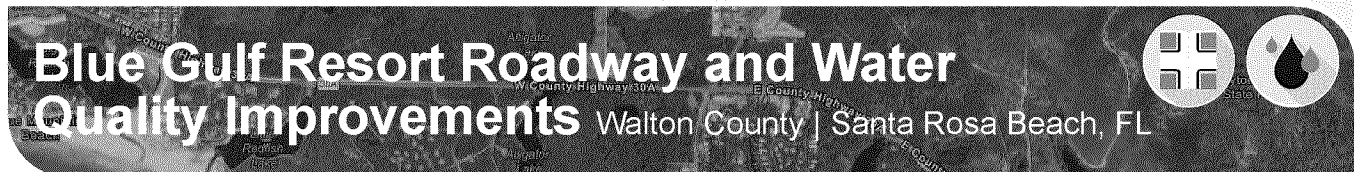
Roadway Design



Stormwater Design



Traffic Safety



Blue Gulf Resort, adjacent to West County Highway 30A within the Walton County limits, required drainage improvements to assist with flood control of the 29.2-acre resort. The existing roads were converted from a traditional crowned typical section to an inverted crown. In addition to the reconstruction, exfiltration trenches were designed to reduce the impacts of flooding that are currently experienced by the residents. To complete the design, services provided by Halff included survey, geotechnical investigation, limited hydraulic analysis, environmental resource permitting, utility coordination, preparation of construction and maintenance of traffic plans, and opinions of probable construction cost.

Key Staff: **Bryant King, PE** – Drainage Engineer; **David Hutcheson, PE** – Project Manager; **Echo Gates, PE, LEED AP** – Quality Control; **Austin Cushing, PE** – Roadway Design Engineer; **Shane Watson** – Site and Utility Design; **Melissa Pennington, PE** – Project Engineer

Governing Standards:

- FDOT Standard Plans
- FDOT Standard Specifications for Road and Bridge Construction
- MUTCD
- FDOT/FDEP Erosion and Sediment Control Manual
- Ch. 62-330 FAC
- FDEP NPDES Generic Permit

Permitting:

- NWFWMDC Environmental Resource Permit General Permit 62-330.405

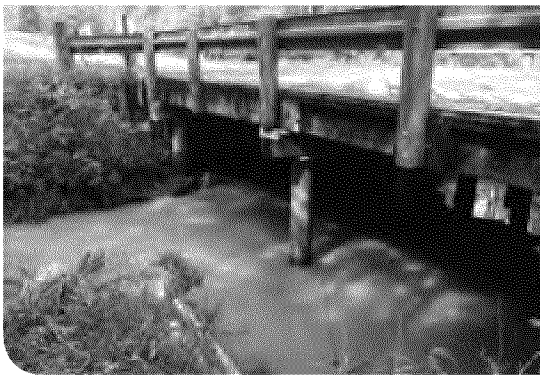
Reference: Charles Cotton | Walton County | 850.892.8108 ext. 5022 | [cotcharles@co.walton.fl.us](mailto:cotchcharles@co.walton.fl.us)

Chesser Road Bridge Replacement

Walton County | DeFuniak Springs, FL



Before



After



This project included the replacement of an existing dilapidated wooden bridge with a single span, prefabricated concrete bridge structure, along with roadway reconstruction as part of a continuing services task order-based contract with Walton County Board of County Commissioners. Halff provided roadway design, drainage analyses, traffic control plans, and structural coordination for this project. The structural plans for the concrete bridge structure were provided by the bridge fabricators. Guardrail length of need calculations were performed to replace the existing guardrail with new guardrail which conformed to the design criteria and safety requirements outlined in the FDOT Standard Plans Index 536-001. The roadway profile was raised from its existing grade through improvements to the base material and pavement design to allow for the proposed concrete bridge structure to accommodate flow for a channel that drains from an approximate 200-acre basin to the north. This was a unique project in that Walton County purchased all bridge materials in advance of construction and transported each component to the contractor as needed.

Key Staff: Mark Llewellyn, Jr., PE – Project Manager, Roadway Engineer of Record; Richard Davenport, PE – Roadway Designer; Mike Harvison – Senior Roadway Designer; David Hutcheson, PE – Stormwater Management Analysis Engineer of Record; Melissa Pennington, PE – Stormwater Management Analysis

Governing Standards:

- FDOT Design Manual
- FDOT Standard Plans
- Florida Greenbook
- Ch. 62-330 FAC

Permitting:

- NFWFMD Environmental Resource Permit Exemption

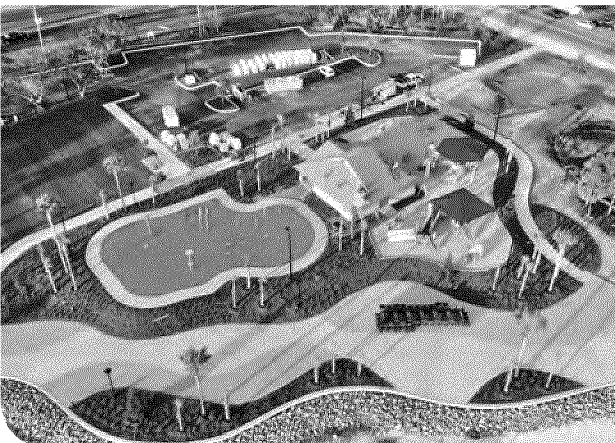
Reference: Greg Graham | Walton County | 850.892.8176 | gragreg@co.walton.fl.us

Navarre Bayside Park Design and Permitting

Santa Rosa County | Navarre, FL



Located on approximately 7.5 acres in Navarre, Florida, the existing Bayside Park is currently being redeveloped in three phases to provide both active and passive recreation opportunities to this beautiful location overlooking Santa Rosa Sound. Being centrally located in the heart of Navarre, active recreation opportunities include an interactive waterplay area and two tot lots for two age groups. Allowing for more reflective activities, extensive sidewalks, and a curvilinear plaza along the waterfront will attract both local visitors and vacationers. To enhance usage, a new restroom facility, stormwater management facility, and parking facilities to accommodate both passenger vehicles and buses has been provided.



Key Staff: Mark Llewellyn Sr., PE – Park Master Plan; David Hutcheson, PE – Project Manager; Echo Gates, PE, LEED AP – Drainage Design, Permitting; Austin Cushing, PE – Project Engineer for Site and Utility Design, Erosion Control Plan; Sherri French, PLSA, ISA – Landscape QC; Shane Watson – Site and Utility Design; Martin Steffen, PLA – Landscape Design; Laura Duplain, PLA – Landscape Design; Arielle Mundy – GIS and Mapping

Governing Standards:

- FDOT Standard Plans
- FDOT Standard Specifications for Road and Bridge Construction
- FDEP Florida Stormwater Erosion and Sedimentation Control Inspector's Manual
- FDOT/FDEP Erosion and Sediment Control Manual
- Florida Building Code
- Florida Fire Prevention Code
- NFPA National Electric Code
- Chapter 62-330 FAC
- 33 CFR Part 320-330

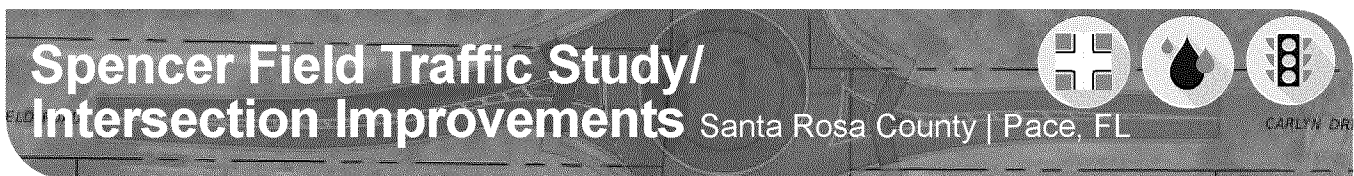
Environmental Permitting:

- DHR State Historic Preservation Officer Clearance
- NWFWMDC Environmental Resource Permit (Individual)
- FDEP Domestic Wastewater Collection/Transmission System Permit
- FDOT Drainage Connection
- Holley Navarre Fire District Commercial Building Review
- Holley Navarre Water System Development Permit
- NPDES Generic Permit
- Santa Rosa County Development Approval
- Santa Rosa County Building Permit
- USACE Nationwide Permit #18

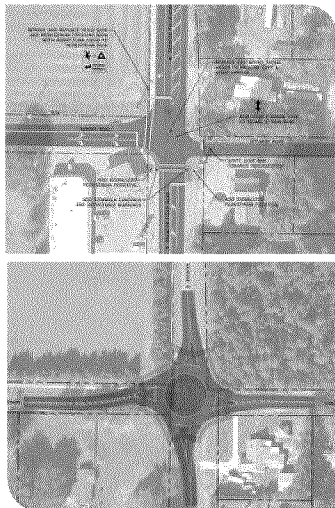
Grant Funding

- RESTORE Direct Component

Reference: Michael Schmidt | Santa Rosa County | 850.981.7100 | michaels@santarosa.fl.gov



The successful completion of the Spencer Field Traffic Analysis, prepared by Halff for Santa Rosa County, led to the development of several intersection improvement projects surrounding the Spencer Naval Outlying Field in Pace, Florida. Halff completed the traffic engineering, transportation planning, and roadway/signal design services to bring the vision for these corridors to a reality. Included in this effort were traffic analysis, utility coordination, construction documents, stormwater management permitting, construction cost estimation, signalization design, and roundabout feasibility. Halff coordinated with local governments, permitting authorities, and the United States Navy. General intersection improvements include:



East Spencer Field Road/South Spencer Field Road/Carlyn Drive – This intersection improvement will signalize the existing 4-way stop condition and add northbound and southbound dedicated left turn lanes to improve traffic.

West Spencer Field Road/Berryhill Road/King George Parkway – This intersection improvement includes the addition of eastbound and southbound right turn lanes, modification to the existing intersection configuration, and updating the signalization and signal timing.

West Spencer Field Road/Norris Road/Attaway Drive – The improvements to this signalized intersection will modify existing signing and pavement markings, improve signalization infrastructure, and add pedestrian signalization and accessible crosswalk landings.

West Spencer Field Road / North Spencer Field Road – This existing 4-way stop controlled intersection was modified to reduce

intersection delay and improve the safety of visitors to the future Benny Russell Park. Roundabout feasibility was completed and a roundabout may be designed in the future if additional right of way is acquired.

Key Staff: **Mark Llewellyn, Jr., PE** – Project Manager (Design and Planning/Conceptualization), Construction Support, Utility Coordination, Engineer of Record for Roadway, Signalization, Strain Pole (Structural), and Traffic Analysis; **David Hutcheson, PE** – Drainage Design, Utility Coordination, Environmental Permitting; **Tracy Forester** – Traffic Analysis, Signal Timing Development, and Signalization Design Support; **Doug Prichard** – Constructability Reviews and Construction Support; **Richard Davenport, PE** – Roadway Design Support; **MD Emran** – Roadway Design Support

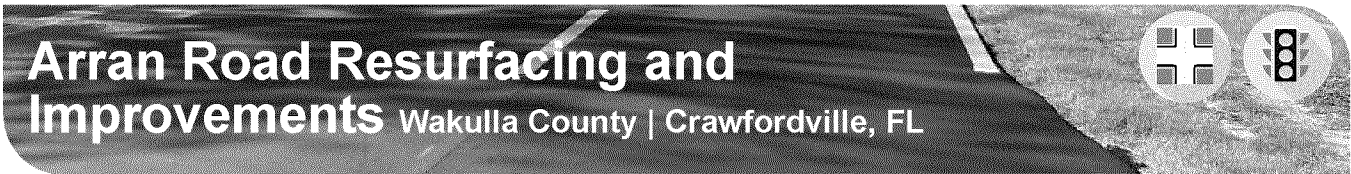
Governing Standards:

- FDOT Design Manual
- FDOT Drainage Manual
- Florida Greenbook
- FDOT Flexible Pavement Design Manual
- MUTCD
- Chapter 62-330 FAC

Permitting:

- NFWFMD Environmental Resource Permit Exemption

Reference: Rebecca Jones | Santa Rosa County | 850.981.7100 | rebeccaj@santarosa.fl.gov



Arran Road Resurfacing and Improvements

Wakulla County | Crawfordville, FL

Wakulla County's Arran Road (CR 368) project includes the milling and resurfacing of 3.4 miles of two lane roadway from Forest Road (FR 13) to US 98/US 319/Crawfordville Highway. Design and construction of the project was funded through the FDOT's State-Funded Grants Agreement - **Small County Outreach Program (SCOP)**. The scope of services for the project included survey, design, geotechnical investigation, permitting, and the preparation of construction plans and specifications. Drainage improvements along Arran Road evaluated existing cross drains, box culverts, and side drains with appropriate upgrades where needed.

Additional items of work along Arran Road included the design and construction plans for safety improvements to existing sand and paved intersecting sideroads, entrances to schools, churches, and businesses along the project limits and approach guard railing upgrades to an existing bridge. A paved shoulder was also included along the north side of Arran Road near the Crawfordville Elementary School to allow westbound through traffic to bypass stopped traffic during school pick-up hours. Separate quantities

for each of these additional items were presented in the plans. A base bid with five bid alternatives was prepared for the project to construct the maximum improvements.

Key Staff: **Dave Snyder, PE** – Project Manager and Engineer of Record; **Thomas Karlsson** – Roadway Designer; **Echo Gates, PE, LEED AP** – Stormwater and Environmental Permitting Engineer; **Richard Davenport, PE** – QC Manager

Governing Standards:

- FDOT Standard Plans for Road and Bridge Construction
- FDOT Standard Specifications
- MUTCD
- Chapter 62-330 Florida Administrative Code (FAC)
- Applicants Handbook Volumes I and II

Permitting:

- NWFWMDC Environmental Resource Permit Exemption

Grant Funding:

- SCOP

Reference: Natalie Knowles | Wakulla County | 850.926.0919 | nknowles@mywakulla.com





3. Firm's Qualifications



3. Firm's Qualification

The Halff team has successfully completed projects in Okaloosa County for more than 28 years, first as Genesis Group, and now as part of a larger firm, Halff. We will continue to work for Okaloosa County with the same enthusiasm and dedication that we currently provide. Our priority is to complete any task assignment ahead of schedule and within budget. We have maintained a full production office in the Panhandle for more than three decades and continue to expand our services throughout Florida, including recent office expansions in Crestview, Chipley, and Panama City Beach.

Halff's personnel stays current on the ever-improving state of design and construction materials and technologies. We seek appropriate opportunities to help our clients evaluate the use of new materials or pilot new technologies or processes. For example, Halff recently assisted one of our clients in assessing possible means to improve the quality of the large-diameter flexible pipe and embedment installation as part of the Henrietta Creek 25HC-1 Relief Interceptor project. Halff considered the effectiveness of and provided recommendations related to pipe materials, embedment materials, pipe installation prove-out procedures, embedment density testing, pipe deflection testing, and bidding procedures.

HALFF TEAM MEMBERS

Through our ongoing experience with similar Okaloosa County contracts, we fully understand the broad range of tasks that will be issued through this contract. To provide the best service to the County, Halff has chosen to partner with trusted subconsultants who are particularly qualified in their respective fields and experienced in Okaloosa County. Halff has a long working relationship with each of our partners. Our team's general breakdown of responsibilities is as follows:

Architecture: DAG Architects, Inc.

Appraisals: Brantley & Associates, LLC

Property Acquisitions: Hayes Consulting Services, LLC

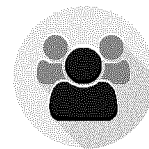
Surveying: Southeastern Surveying & Mapping Corporation

Geotechnical Engineering: Environmental and Geotechnical Specialists, Inc.

Environmental Services: Northern Gulf Environmental, LLC

Coastal Engineering: Taylor Engineering, Inc.

The Halff team brings highly qualified and experienced key team members dedicated to Okaloosa County projects. Each of these firms brings both breadth and depth of experience in their respective areas of expertise and has been selected based on the unique engineering needs of the County. As the need arises, the project team can be supported by additional staff from offices located throughout Florida, and if necessary, the southeastern United States. This flexibility reinforces our ability to accelerate scheduling, if necessary.



AVAILABILITY OF ADEQUATE PERSONNEL, EQUIPMENT, AND FACILITIES

Halff has the capabilities and capacity to deliver the breadth of services that will support Okaloosa County in completing task orders. In addition to having a strong presence over many years with the County and the Tourist Development Council, now the Tourist Development Department, our staff is ready and available to serve the County on assigned task orders regardless of size or duration. The Halff team is also able to draw resources from any of our offices firm-wide, should the need arise.

Current staff workloads and backlog are moderate in our Tallahassee office. We are in a position that allows ample time for the identified project personnel to execute task

3. Firm's Qualification











orders for each category of service listed. The nature of continued services contracts presents the challenge of unexpected peaks, or no work being assigned. Halff balances levels of work for our personnel by maintaining a reasonable backlog of future work and work sharing with other offices.

Our client portfolio is balanced between private and public clients, with moderate to high availability in the near future. Halff is pursuing this contract with the objective to serve the County, and the need to augment the workload of our local staff. Halff's personnel are available and committed to the successful completion of task orders under this contract. Key staff will be working on any task order, from inception to completion.

We will be ready to begin service within 24 hours of the Notice to Proceed (NTP).

The Halff team is dedicated to providing sufficient time, effort, facilities, and equipment to produce quality deliverables. With this in mind, our team members were carefully selected for their expertise and for their availability to work on this contract for its duration. We follow well-established and time-proven procedures to manage our project workload to certify that a strong team is available to begin work upon NTP. The following table demonstrates our key personnel's availability.

Key Personnel/Availability

	Mark Llewellyn, Jr., PE Principal-in-Charge	45%
	Matt Trimble, PE Contract Manager	65%
	Richard Davenport, PE Deputy Contract Manager	70%
	Doug Pritchard Constructability Reviews	35%
	Dave Snyder, PE Quality Assurance Manager	55%
	Mark Llewellyn Sr., PE QA Manager Transportation/Traffic	35%
	Echo Gates, PE, LEED AP QA Manager Civil	40%
	Joe Loretta, PLA, LEED®AP QA Manager Landscape Architecture	35%
	Gary Phillips, AICP Pedestrian Multi-Modal	55%
	Matt Thibault Intersection/Signalization Improvements	40%
	Eric Rosenstein, PE CEI Services	25%
	Dave Muntean Jr, PE Traffic Engineering/Planning	35%
	Marjorie Weibe-Reed, AIA, NCARB, NCIDQ Public Facility	55%
	Bryant King, PE Stormwater Management/Erosion Control	35%
	David Hutcheson, PE Water/Wastewater Engineering and Planning	40%
	Sherri French, PLA, ISA Landscape Architecture	55%



EXTENT OF REPEAT BUSINESS

EXPERIENCE WITH OKALOOSA COUNTY

Our compounded experience gained through working on these projects has further developed our abilities to serve Okaloosa County. The Halff projects listed below are representative of projects successfully completed for Okaloosa County:

- SR 30 - Okaloosa County
- Fiber Optic for Traffic Multiple Phases
- June White Decker Park
- Okaloosa Traffic Management Center
- Convention Center Monument Sign
- Antioch Elementary School Sidewalk (LAP)
- SR 85 - Okaloosa County
- SR30 Santa Rosa County - Josie Rd
- Okaloosa Island Master Plan Update
- Welcome/Visitor Center Renovation
- 1st, 2nd, 3rd, 4th, 5th & 6th Beach Parks
- 12th Avenue Sidewalk
- James Lee Park
- TDC Visitor Center Renovation Phase II
- Marler Park
- Okaloosa Island Master Plan
- Stillwell/Industrial/Long/Commerce Sidewalks (LAP)
- PJ Adams Safety Improvements
- Okaloosa County Convention Center Improvements
- Emerald Coast Gateways, Signage, and Landscaping
- Rocky Bayou Drive Sidewalk
- Santa Rosa Boulevard Conceptual Renderings

EXPERIENCE WITH CONTINUING SERVICES CONTRACTS

Over the past 30 years, the Halff Tallahassee office has maintained continuing engineering

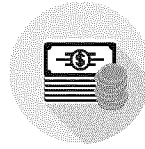
services contracts with multiple county, city, state, and university clients. These clients trust our ability to absorb a significant number of projects and still maintain a high level of quality and service. The contracts continue to be renewed and/or extended from year to year which clearly demonstrates this trust.

As a professional services firm, it is our privilege to provide services of exceptional quality recognized as an asset to your projects. Halff has attained and maintained many continuing services contracts through the hard work and dedication of our well-trained professional staff. Our record with long-term repeat clients is a testament to our commitment to providing quality service to our clients. The following contracts are representative of our repeat public sector clientele in the Northwest Florida region:

- FDOT D3 General Engineering Contract
- City of Tallahassee Continuing Consulting Civil Engineering General Service Agreement
- City of Tallahassee Planning Consulting Continuing Services
- FDEP Statewide Architectural and Engineering Services
- FSU Civil Engineering Services for Minor Projects
- City of Tallahassee General Service Agreement Water and Sewer Consultant Services
- FDOT/Transportation Systems Management and Operations
- Bay County Professional Services General Service Agreement
- Blueprint Intergovernmental Agency Continuing Landscaping Architecture Services
- Leon County Civil Engineering Services
- Leon County Schools Civil Engineering
- FDOT Motor Carrier Size and Weight Maintenance General Service Agreement

3. Firm's Qualification

- City of Tallahassee Stormwater Engineering General Service Agreement
- Capital Regional Transportation Planning Agency Transportation Planning Contract
- City of Panama City Architectural and Engineering Continuing Services Contract
- City of Panama City Beach Professional Services
- City of Lynn Haven Transportation Planning and Engineering
- FDOT Transportation Systems Management and Operations/Intelligent Transportation Systems Communications General Service Agreement
- NFWWMD Water Resources Engineering Assessment and Design
- Walton County General Service Agreement
- Howard Group Transportation General Service Agreement
- FDOT/Traffic Engineering
- City of Apalachicola Continuing Engineering Services
- Wakulla County Continuing Services Contract
- FDOT Central Office Connected and Automated Vehicle/Statewide Arterial Management Program/Managed Lanes General Service Agreement
- FFWCC Continuing Services
- FDOT H9054 Emergency Management for Hurricane Ian
- FDOT Hurricane Ian Regional Transportation Management Center and Transportation Systems Management and Operations General Service Agreement
- Emerald Coast Regional Council/ Florida Alabama Transportation Planning Organization General Planning Services



RELATIONSHIP OF COST ESTIMATE TO ACTUAL

Halff opinions of probable construction costs (OPCC) are formulated using a combination of experience on similar projects, previous pricing received within the past year, and research including but not limited to FDOT, manufacturers' representatives, and wholesalers. We routinely develop OPCCs that approach the median of bids received on design projects. Our structured approach and intensive quality control (QC) process make certain our estimated quantities and bid items are accurate, concise, and verifiable.

We have a strong working relationship with the FDOT District 3 Estimates department, often communicating directly with district staff for the most accurate unit costs for a given project. Our ability to track cost changes occurring in the architectural and engineering industry is focused, with a clear understanding of the global impacts and changes occurring in the marketplace at any given time.

The way we structure supplemental materials and address the construction process and bidding will also have an impact on the management of costs throughout the construction phase. For example, Halff can issue projects as a line-item bid project and then manage the contractor on their delivery of quantities, or we can issue the project as a lump sum project with approved unit costs that the contractor will use to adjust the quantities of work up or down, depending on the conditions encountered at the project site during construction. Either method will commit the contractor to approved unit costs and help us arrive at a finished product that is acceptable to all parties involved.



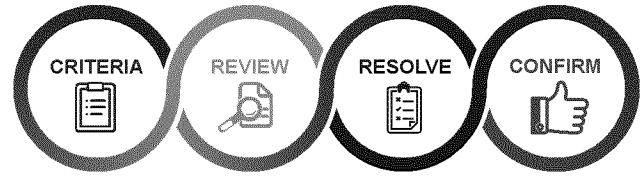
3. Firm's Qualification

In addition, the most important management tool we implement during construction is providing the contractor with a complete set of construction documents. By preparing these plans and having them reviewed by multiple parties during our QC process, we can overcome most deviations or change orders that can occur when constructing a project.

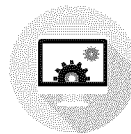


**QUALITY ASSURANCE/
QUALITY CONTROL**

Halff has developed a robust QA/QC process which provides clear guidance for the execution of thorough work product reviews, documentation of the review process, and associated follow-up. More specifically, the process identifies responsibilities and accountability for each review team member by establishing a process where all calculations, documents, reports, and plans are independently checked and reviewed. Halff regularly utilizes Bluebeam, a centralized multi-user PDF document review software, to make the QC process simple and straightforward. Each review team member has the ability to individually review each document, make comments, and collaborate with production staff within Bluebeam to make certain review comments are addressed.



David Snyder, PE, has been specifically assigned as the Quality Assurance Manager to oversee the implementation of this program for this contract. As an experienced civil engineer, Dave has more than 40 years of experience in the fields of bridges, roadway design, and project management. Dave has extensive experience using Bluebeam as Quality Assurance Manager.



**DEMONSTRATE EXPERTISE/
EXPERIENCE WITH
SOFTWARE**

Halff employees use state-of-the-art technologies to collaborate and complete projects. Each workstation within the firm can connect and utilize services provided by more than 70 servers. The list of software utilized at Halff to accomplish the diverse projects is extensive. Our core production software includes include Bentley Microstation/ OpenRoads Designer (ORD), Building Products and Geopak, AutoDesk AutoCAD with Revit, and Civil3D, ESRI ArcGIS desktop, and Microsoft Office suite.

halff		QC Stamp		
Submittal: _____	Discipline			
Task				
Ready for QC (EOR/Responsible Professional)	Initial			
	Date			
Checked (QC Reviewer) Correct - Yellow Highlight Change - Red Comments	Initial			
	Date			
Concurrence (EOR/RP) Agree - Green Check No Change - Green "STET"	Initial			
	Date			
Incorporation (Any Team Member) Blue Highlight	Initial			
	Date			
Verification (EOR/RP) Green Circle	Initial			
	Date			
Ready for Submittal (Quality Assurance Manager)	Initial			
	Date			

Our utilization of Bluebeam for our QC process has been successfully implemented on multiple recent projects.

CADD SYSTEM

Halff's CADD system has the power to develop 3D drawings and renderings for construction documents, exhibits, and reports. Designing in 3D provides a major quality control advantage because it allows the design engineer to identify potential conflicts between design elements. Those conflicts are resolved in the design process, rather than requiring redesign and potential change orders during construction. Our Visualization Practice team can also utilize the 3D information to create design renderings. These renderings are useful in public presentations to help the public visualize and understand the project.

3. Firm's Qualification

MICROSTATION/OPEN ROADS DESIGNER (ORD)

Halff's production teams and project managers are well-versed in Bentley CADD software such as the previous versions of Microstation GEOPAK (FDOT SS4 and SS10) and the more prominently utilized FDOT ORD. Design tools within these programs provide a seamless plans production process that enables our engineers to concentrate on delivering high-quality projects in an efficient cycle. ORD has recently become the primary plans production software for transportation-related projects statewide, and has been built upon the original GEOPAK tools to establish a robust corridor modeling system which can be seamlessly integrated with other programs such as AutoCAD Civil 3D, ESRI ArcGIS, Microsoft Office, Adobe, and Google Earth. Halff has successfully produced plans, concepts, and drafts for Okaloosa County utilizing these Bentley products.

AUTOCAD CIVIL 3D

Halff's production teams and project managers are well-versed in AutoCAD Civil 3D software. Design tools within these programs provide a complete plans production process that is implemented in site development, public works, and transportation projects. AutoCAD Civil 3D provides a robust 3D corridor, surface, and sections modeling system which is used for complete design and estimating. Halff continuously produces plans, concepts, and drafts for government agencies and private clients utilizing these Autodesk products.

GIS AND MOBILE GIS

Halff brings extensive experience in preparation of GIS databases for many applications. GIS technology is an essential tool for planning and decision-making involving geographic data. Halff has more than 130 GIS users, including engineers and GIS analysts. We have the equipment

and knowledge to handle the GIS needs for all Okaloosa County projects including data conversion; database creation; mapping; data modeling and analysis; and custom interface design and development. We specialize in utilizing GIS for watershed analysis, hydrology, hydraulics, storm sewer modeling and numerous other geographic-based data applications for municipalities. We use ESRI software for all GIS tasks.

HYDROLOGIC/HYDRAULIC MODELING SOFTWARE

Halff's technical expertise in hydrologic and hydraulic modeling is supported by our extensive knowledge of modeling software packages. Whether the project involves riverine streambank stabilization or complex storm drain relief, accurate modeling provides the backbone to make informed, sustainable solutions. Depending on the task, Halff will utilize appropriate software packages such as HEC, XP-SWMM, EPA-SWMM, ICPR4, Bentley, or AutoDesk packages to accomplish the task.



Using ICPR4, the Halff team has completed preliminary modeling of the basin to develop an understanding of surface water conditions that will determine the scope and needs of the SMP.

3. Firm's Qualification

Halff's Modeling Software Output for Watershed Analysis



WEB-BASED DATABASES

Halff created and hosted web-based databases for easement and right of way acquisition tracking for both transportation and drainage-relief projects. Halff can do the same for County projects requiring property acquisition. Our databases provide real time status for all tasks associated with right of way acquisition and a centralized location for all documentation such as surveys and appraisals. The databases can be expanded to include a GIS-based map. We can also include features such as agency permit tracking and provide a repository for plan submittals and reviews.

PROJECT MANAGEMENT SOFTWARE APPLICATIONS

Halff project managers use several different software applications to monitor their projects and make certain project tasks are performed correctly and on-time by in-house staff and by subconsultants. Halff project managers monitor their projects utilizing Earned Value

Management (EVM) to determine real-time project performance. EVM also allows project managers to predict future performance trends for informed project decision-making and appropriate corrective actions when necessary. Halff managers are required to document project progress using our in-house EVM Project Tracker. The EVM Project Tracker is integrated within Halff's accounting system, Deltek Vantagepoint, to assist with measuring a project's health by integrating scope, schedule and cost. This regular performance monitoring allows us to identify and minimize potential delays early and communicate those to our clients before they become critical issues.

Halff believes in open lines of communication within our internal team and with our subconsultants so everyone understands the scope, deliverables, requirements, constraints, and issues at all times. Halff uses file sharing software such as ProjectWise to share, distribute, and review project information with our subconsultants.

Halff utilizing web-based database for a roadway condition survey.





4. Proposed Project Execution Strategy

TASK ORDER MANAGEMENT

The Halff team is fully prepared to undertake this contract and any task assignment assigned by Okaloosa County. Our key professional and technical staff have the available time to fully commit to any requests identified by the County. A comprehensive list of our firm's current projects is reviewed and updated weekly. Staffing assignments are made with the goal to provide staff continuity to our clients and to make certain that the appropriate technically qualified staff are assigned to client projects. Halff has many years of experience with managing multiple projects simultaneously. The success of our team's approach to management of contracts is reflected in our ability to continue to secure this type of work from a wide variety of clients within both state and local government.

Halff's personnel are committed to the successful completion of task orders issued through this contract. **We will be ready to begin service within 24 hours of a Notice to Proceed.** The Halff team will utilize Deltek Vantagepoint software to support the management of accounting and human resources. This system allows for contract managers to monitor all project efforts in real time and quickly assess project status and needs. Staff assignments will be modified, as needed, to confirm the required staff are made available to support the County.

Halff is committed to managing work assigned by task order-based contracts effectively and efficiently. Having worked with numerous public and private clients during our many years in practice, Halff is acutely aware of the importance of completing

assignments with both budget and schedule constraints. We have developed specific steps to maintain control of project budgets from initiation through completion, all while maintaining open and clear communication throughout the life of the project. The initial step in schedule and budget management comes with close coordination between the Halff team and the County to develop a clear and detailed scope of work and project fee.

Having acute understanding of expected project outcomes at the onset, allows us to not only meet but exceed expectations with product delivery. With a clear understanding of the drivers of the schedule, whether it is factors such as grant funding, public demand, or resulting from a force majeure, we are able to work share our resources to meet budget and time restrictions. As we have been for many years, Halff will be available to handle task work orders from Okaloosa County at any time. To accomplish this, our Contract Manager, Matt Trimble, is authorized to delegate the necessary personnel and resources to Okaloosa County.

With Halff's network of more than 1,400 professional staff members, we have designated backup team members for each role if the need arises. The resulting work sharing effort will provide you with staff that can expand as your needs grow. With our wide-ranging system of professionals at Halff, we can manage any volume of work from Okaloosa County with no negative impacts to time and budget requirements.

4. Proposed Project Execution Strategy

CLIENT RELATIONSHIP

Through our long history of working with Okaloosa County, we have firmly established working relationships with multiple individuals within the engineering design department and will continue to build upon that foundation for successful completion of new tasks within this contract. Clear, concise, and open communication is vital to understanding the County's needs for each task. Halff has proven its unique ability to meet and exceed client expectations in this area, and we look forward to the opportunity to continue serving as an advocate for Okaloosa County in providing quality infrastructure and improving the quality of life for its residents and visitors.

SCOPE AND FEE NEGOTIATIONS

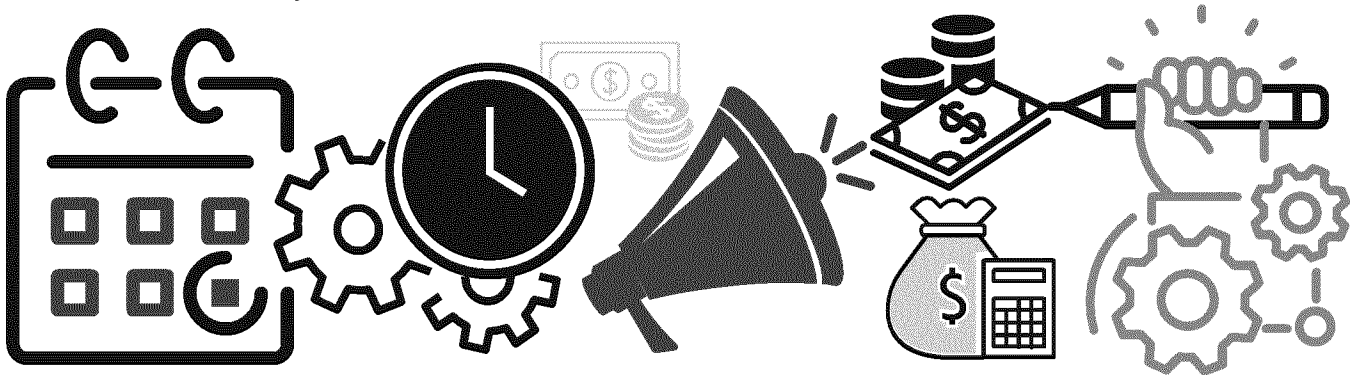
Halff takes very seriously the initial negotiations of a scope and fee for a given project, paying special attention to project needs and budget limitations. We have recently implemented a very robust company-wide "Project Estimator" tool for use in developing staff hour estimates and streamlining applicable staffing rates for projects, which has greatly enhanced our ability to develop fee schedules for negotiations. Project scopes will be written specifically for the task at hand and direct coordination with County staff will occur to make certain compliance with County requirements. Our team of seasoned professionals have the tools available to provide accurate scopes of work and fee schedules to accommodate task-specific needs for the County.

SCHEDULE COMPLIANCE

The Halff team recognizes the importance of developing a detailed project schedule for each project assignment and maintaining it. A project schedule will be prepared for approval by the County along with the project scope and fee during the project initiation phase. Using Microsoft Project software, each schedule will clearly identify the project's critical path, subconsultant activities at each phase, and designate the time and resources necessary for each submittal. The project schedule will also incorporate time for County reviews, public involvement, permitting, utility coordination, and right of way acquisition should it be necessary. Continuous monitoring of schedule and staffing resources is critical to the timely completion of the project. Each monthly progress report will document compliance with the approved schedule. If for any reason an issue arises where the schedule cannot be met for a particular task, Halff will contact Okaloosa County staff as early as possible to discuss time restrictions and provide an appropriate, reasonable, and timely solution to accomplish the work.

BUDGET COMPLIANCE

Halff utilizes a web-based program to track all charges on projects. This data is updated weekly, thus allowing current budget reports/details to be monitored by the contract manager and provided to the County at any time. For construction and cost estimates, we maintain local relationships with contractors to make certain cost data is current.



4. Proposed Project Execution Strategy

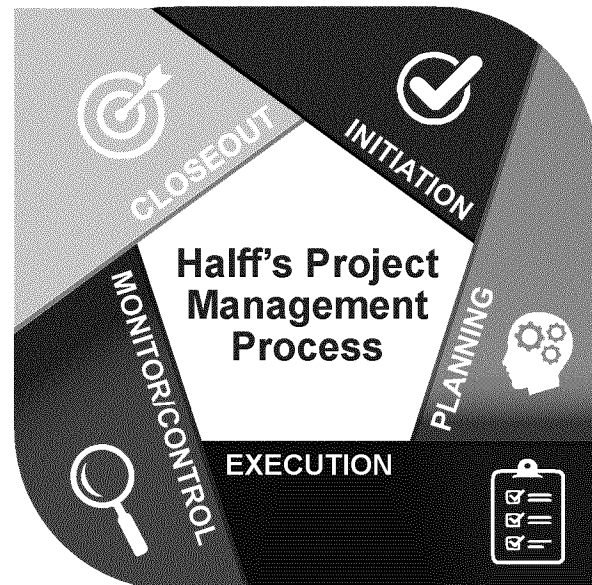
The Halff team fully understands that the County's Capital Improvements Program operates on local funds and grant proceeds. Successfully stretching those funds to provide as many improvements as possible is important to the vitality of Okaloosa County. Specific project overruns can result in delaying other projects or improvements. Our team will provide opinions of probable construction cost (OPCC) early in the project initiation phase and update the document prior to each phase submittal. The OPCC will serve as a tool to keep the County informed and provide many opportunities for adjustment prior to construction.

At any time during execution of a task assignment under this contract, if it becomes apparent that changes to a scope of work is required or evolving out of necessity, Halff's Contract Manager will promptly deal with these changes in accordance with the terms of the contract. Our Contract Manager will not allow any work resulting in cost changes to the County to be undertaken without prior approvals from the County's Project Administrator/Manager. We believe that it is essential to a successful project that the PM oversees the administrative terms of the project with the same diligence as the technical terms.

COMMUNICATION

Halff prides itself in its ability to complete projects successfully while maintaining clear and open communication throughout the life of a project. With local panhandle offices in Crestview, Panama City Beach, Chipley, and Tallahassee, Halff personnel are within close proximity to Okaloosa County at all times and will be available to meet in-person within hours to address project issues as they arise. We have had the opportunity to meet with Okaloosa County staff on multiple occasions with short notice in the past, and we will continue to make this a priority with this contract. Any design or construction issues

that may arise will be dealt with swiftly and efficiently to confirm no negative impact to the project schedule.



PROJECT MANAGEMENT PLAN

Halff's Project Management is based upon the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). We utilize the five phases of project management including initiation, planning, execution, monitoring and controlling, and closeout. At Halff, implementation of the PMBOK on projects involves the following key components:

Initiation: Halff will facilitate a kick-off meeting with the County to confirm project goals, establish the main point-of-contact and communication preferences, and develop a register of key project stakeholders.

Planning: Based on the results of the kick-off meeting discussions our Contract Manager Matt Trimble, PE, will develop a Project Management Plan that includes:

- Final scope of work organized into a work breakdown structure of phases and tasks to accomplish each component of the project.
- Project schedule that includes key milestones for meetings and deliverables.

4. Proposed Project Execution Strategy

- Project budget following the phased work breakdown.
- Resourcing Plan to certify our proposed team members are available to begin work when given notice to proceed.
- Identification of any potential project risks and proposed mitigation strategies to avoid these risks.
- Stakeholder management plan to direct interactions with project stakeholders.

The Project Management Plan will be reviewed with County staff to incorporate any feedback or proposed revisions before starting the execution of the project.

Execution: Matt will lead the project team from kick-off through completion of the assigned scope of work following the established Project Management Plan, communicating with the County's project manager to convey project status. Halff utilizes PMI's standards thus making certain we will deliver excellent results for the County.

Monitoring and Controlling: Our automated EVM tracker allows our project managers to quickly view the project status in real-time based on an employee's daily time entry of effort allocated to each task. Our EVM tool will also send notifications to the project manager when a phase status is outside of the acceptable Cost Performance Index and Schedule Performance Index tolerances. This notification will alert the project manager to immediately take corrective action to make sure the project is completed based on the planned scope, budget, and schedule.

Closeout: Once Halff has delivered the final products that meet the County's expectations, we often host a "lessons learned" meeting to discuss the successes and any challenges faced during the project. We welcome client feedback at this meeting to improve our performance and processes moving forward. We incorporate feedback received into our work plans for future projects so we can

continue to increase the level of service and efficiency of our project delivery.

CONSTRUCTABILITY/BIDDABILITY REVIEWS

Additional quality assurance will be achieved through the inclusion of CEI professionals in the document review process. These reviews will focus on the ease and efficiency of cost development during bidding and the potential for ease and efficiency during construction. Doug Pritchard will conduct additional reviews to identify potential construction issues associated with the project prior to final plans, reducing the need for construction modifications, which minimizes the chances for construction change orders from the contractor.

CONSTRUCTION COST ESTIMATING

The Halff team understands that the County may have defined construction budget for task orders based on various funding restrictions. Our team will provide opinions of probable construction cost (OPCC) early in the project initiation phase and update the document prior to each phase submittal. The OPCC will serve as a tool to keep the County informed and provide many opportunities for adjustment prior to construction.

SUBCONSULTANT MANAGEMENT

Halff has successfully completed numerous projects with these team members and continues to have great working relationships with each firm. As the prime consultant, Halff will hold each subconsultant responsible for project performance, making certain that each task will be completed with the County's best interest in mind and building upon a foundational standard of excellence that will be evident across the entire project team. With our firmly established teaming arrangement and superior in-house design and management staff, Halff is well-positioned to seamlessly deliver multiple successful projects for Okaloosa County.



Roadway Improvement

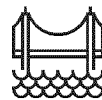
Capabilities. Halff has extensive experience with state, local, and private roadway improvement designs and construction. For 30 years we have been fully prequalified by FDOT to provide roadway design, traffic engineering, roadway landscaping, and ITS design. Halff has more than 20 years of CEI experience overseeing the construction of a wide range of transportation projects around the State. We have designed and managed the construction of roadway projects in every county in the Florida panhandle. These roadway improvements ranged from paving dirt roads to roadway resurfacing, intersection modifications, flyovers, major arterials, and interstate expansions. Many of the local roadway improvements were designed and constructed with grant funding from federal agencies. Our experienced staff of engineers, designers, and technicians stand ready to provide exceptional services to Okaloosa County with a priority of quality designs completed on time and within budget. Richard Davenport, PE, will lead the roadway design tasks. He will be closely mentored by Mark Llewellyn Jr, PE, with more than 19 years of roadway experience. Winning a National Award from the American Public Works Association, FAMU Way in Tallahassee, Florida, was successfully designed and constructed bringing transportation and stormwater improvements to a blighted area of Tallahassee's urban core.



Stormwater Management and Design

Using a wide range of stormwater software, Halff is a leader in Stormwater Engineering, including modeling, planning, and design. Our extensive experience in Okaloosa County's inland and coastal areas, including numerous flood mitigation projects, will be utilized by Bryant King, PE, our stormwater lead for this project. Bryant has 25 years of stormwater design

experience in the Florida panhandle including conveyance, treatment, and attenuation with many drainage planning and design projects in the northwest Florida panhandle. With many years of experience in planning, designing and inspecting stormwater management facilities, the Halff team understands the nuances and importance of constructable and maintainable control structures. Our projects have required the detailed design of facilities that are accessible for easy maintenance, function as intended over time, and fit into the environment. Our projects have also included detailed erosion and sediment control measures that have included everything from basic silt fence to complicated streambank protection.



Minor Bridges.

A variety of miscellaneous structural engineering services may be necessary for the many task assignments anticipated on Okaloosa County's general engineering services contract. The Halff team has the relevant expertise in these types of structural engineering tasks such as bridge design, plan preparation, and construction inspection services. We also have years of miscellaneous structures design and construction experience including concrete box culvert designs, retaining walls, mast arms, and foundation design and analysis. When appropriate our engineers will specify pre-fabricated bridges to fulfill budget and time constraints. Matt Trimble, PE will lead the minor bridge design portion of the team, bringing his years of experience with both major and minor bridge structures including the utilization of FDOT design standards.



Signalization.

Having a full-service Intelligent Transportation Systems (ITS) team, Halff offers Okaloosa County an understanding of intersection/signalization improvement services and a diversity of abilities. Matt Thibault will lead the

4. Proposed Project Execution Strategy

efforts for these types of projects and brings a wide range of experience working on city, county, and FDOT projects, such as the Okaloosa County Transportation Management Center. In addition to signalization services and ITS services, our team brings experience with broadband services with which to assist your staff.



Traffic Studies. The transportation planning and traffic engineering experience of the Halff team ranges from minor intersections to major corridors. It also includes the planning, analysis, and design for a wide variety of facilities including residential streets, arterials, and freeways. Halff offers Okaloosa County considerable experience with successful transportation projects that will be applied to all tasks entrusted to our team throughout this contract. Dave Muntean Jr, PE, will lead the team with more than 36 years of experience, including work on the Grand Boulevard US 98 Intersection Study in Walton County, FL.



Pedestrian Multi-Modal. Halff is an industry leader in pedestrian multi-modal planning and design. Our experience over the past decade includes planning and designing more than 100 miles of bike and pedestrian trails and more than 50 major signature and destination parks, many of which included community branding and wayfinding. Our collaborative and innovative process will be specifically tailored for Okaloosa County. Gary Phillips, AICP, will lead the team with more than 34 years of experience. He currently manages transportation planning work for Halff's continuing services contract with the Capital Regional Transportation Planning Agency.



Erosion Control. Erosion control is a priority on all projects that require ground-disturbing activities, regardless of the size. Halff includes erosion control best

management practices to help protect our waterways from wind and soil-borne sediments. These practices are especially important for Okaloosa County, where fresh, brackish, and saltwater are a part of daily life. Using both structural and non-structural methods, erosion control BMPs will be designed and implemented for all ground disturbing activities. As the Contract Manager, Matt Trimble, PE, along with our Quality Assurance team will oversee the production of erosion control BMP for the County.



Coastal Management. Coastal Management services for the Halff team will be led by Duncan Greer, PE of Taylor Engineering, Inc. With over 30 years of experience in Okaloosa County, Taylor will address the marine needs of the project including beach and dune restoration efforts, storm surge analyses, dredging and dredged material management, and Coastal Storm Risk and Damage Reduction. We are currently teamed with Taylor Engineering for the design of the Joe's Bayou Recreation Improvements and recently completed the design of the Norriego Point Park improvements, both in Destin.



Environmental Investigations. Brandon Tidwell, PWS, with Northern Gulf Environmental (NGE) will lead our team's ecologists and biologists. With extensive experience and local knowledge, identification of and avoidance/minimization of impacts to any protected features such as listed species and wetlands will be completed. The team's early knowledge of any natural constraints will make sure that unnecessary delays and complicated permitting issues are avoided if possible. Halff and NGE have successfully teamed on a number of projects including Walton County Magnolia Lane Drainage Improvements. The Halff team brings experience with preparing documentation to support projects requiring National

Environmental Policy Act (NEPA) reviews. Halff recently completed NEPA documentation for CDBG-DR funded projects associated with Hurricane Irma for the Florida Department of Economic Opportunity.



Solid Waste Management. Landfills and solid waste management services provided by the Halff team include: hydro-geological investigations, site assessment, regulatory surveys, field inspections, audit reporting, groundwater and methane monitoring wells, and statistical analysis of groundwater data. Eric Guarino, PG, with Southern Earth Science, Inc. will lead the team with more than 23 years of experience.



Utilities (Water and Wastewater). Halff provides a full range of services to help our clients manage the world's most valuable resource: potable water. Whether the need is for conveyance, treatment, or facilities, and whether the project requires planning, design, construction, or operations and maintenance, we have a team of experts to provide the smartest solutions to help you manage your potable and sanitary assets. With over 38 years of water/wastewater experience, David Hutcheson, PE will be leading projects for this discipline.



Utility Coordination. Locating utilities during planning and design is important to minimize negative utility impacts during construction. Halff recognizes that Okaloosa County prefers to have utilities relocated prior to construction and our experience has shown that early utility coordination is vital in accomplishing this goal. David Hutcheson, PE, has worked with all utility providers who service Okaloosa County and will spearhead successful collaboration and coordination with the utility providers. This effort with Eglin AFB was extremely valuable in constructing the 4th, 5th, and 6th Beach Access Parks on Okaloosa Island.



Parks and Recreation. Halff is a known creator of award-winning innovative parks and recreation facilities that provide unique experiences and leisure activities. We take time to walk and experience the unique qualities of each site at the beginning of our design process to inspire extraordinary results. Our true reward comes when the successful projects that we have planned or designed are opened to the public, allowing users to enjoy the parks, trails, and open spaces as their communities envisioned them. Mark Llewellyn Sr, PE, will lead the team with more than 40 years of improving lives and communities by turning ideas into reality.



Facilities Management. Halff's team has a long history of successfully completing public facility projects including fire stations, operation centers, traffic management centers, recreation facility buildings, maintenance facilities, and courthouses. This work has included all aspects of planning, design, permitting, and construction of the facilities. In addition to new construction, our team approaches renovations and retrofits with the same energy and enthusiasm such as work previously undertaken on the Destin-Fort Walton Beach Convention Center under a long-term continuing services contract with the TDC, now the TDD.



Architectural. Halff's team of architects and Mechanical, Electrical, and Plumbing (MEP) engineers are ready for planning, design, and construction administration of buildings. Emphasizing building use and the human response to their surroundings, our team will apply creative thought to the planning of spaces for beauty, comfort, and efficiency. In addition to architecture, the Halff team brings MEP engineers to properly design systems that temper our air and provide water and wastewater systems and electric and

electronic systems to buildings. Our LEED-accredited staff can provide energy and environmentally sustainable buildings to fit your needs. Recently, the Halff team completed the \$4 million Transportation Management Center (TMC) that expands the Okaloosa County's Emergency Operations Center. The building is a hardened facility with the ability to withstand hurricane-force winds. Incorporating the latest intelligent transportation systems this facility became part of the statewide transportation management system with connections to FDOT and other regional TMCs.



Landscape Architecture. Halff has a demonstrated history of providing innovative and intelligent landscaping plans throughout the Florida panhandle. From linear infrastructure projects to coastal parks, our team has and will continue to provide aesthetically pleasing landscaping that is prepared within the construction budget, and with future ease of maintenance considerations built into the design. Led by Sherri French, PLA, ISA, Halff has provided landscape architecture services since 2008 in continuing services contracts throughout FDOT District 3.



Land Surveying. Thomas Mead, PSM, PLS, with Southeastern Surveying and Mapping Corporation will spearhead all survey field and office work necessary for design and permitting. Halff has a long and successful working relationship with SSMC, including many Okaloosa County projects. SSMC has been providing services in the Florida panhandle for decades and will use seasoned crews from their Chipley office on this contract. The team's specialties include all types of land surveys, maintenance mapping, deed research, boundary surveys, topographic surveys, and route surveys for roads and transmission lines.



Geotechnical Engineering. Environmental and Geotechnical Specialists, Inc. (EGS) led by Tom Hayden, PE, will bring historical geotechnical knowledge of Okaloosa County to the Halff team. EGS provides the capability to solve unusual foundation, engineering, and environmental problems. From pavement analysis to landslide and slope stability, EGS experts can pinpoint existing problems and present alternative design recommendations.



CEI Services. Halff has a long and successful history of providing Construction Engineering and Inspection (CEI) services for, and within, Okaloosa County. Our experienced inspectors, administrators, and management personnel can be called upon to bring projects under this contract to fruition. Halff's Crestview office will lead constructability reviews, bid assistance, and contractor evaluations under the direction of Eric Rosenstein, PE, and Doug Pritchard.

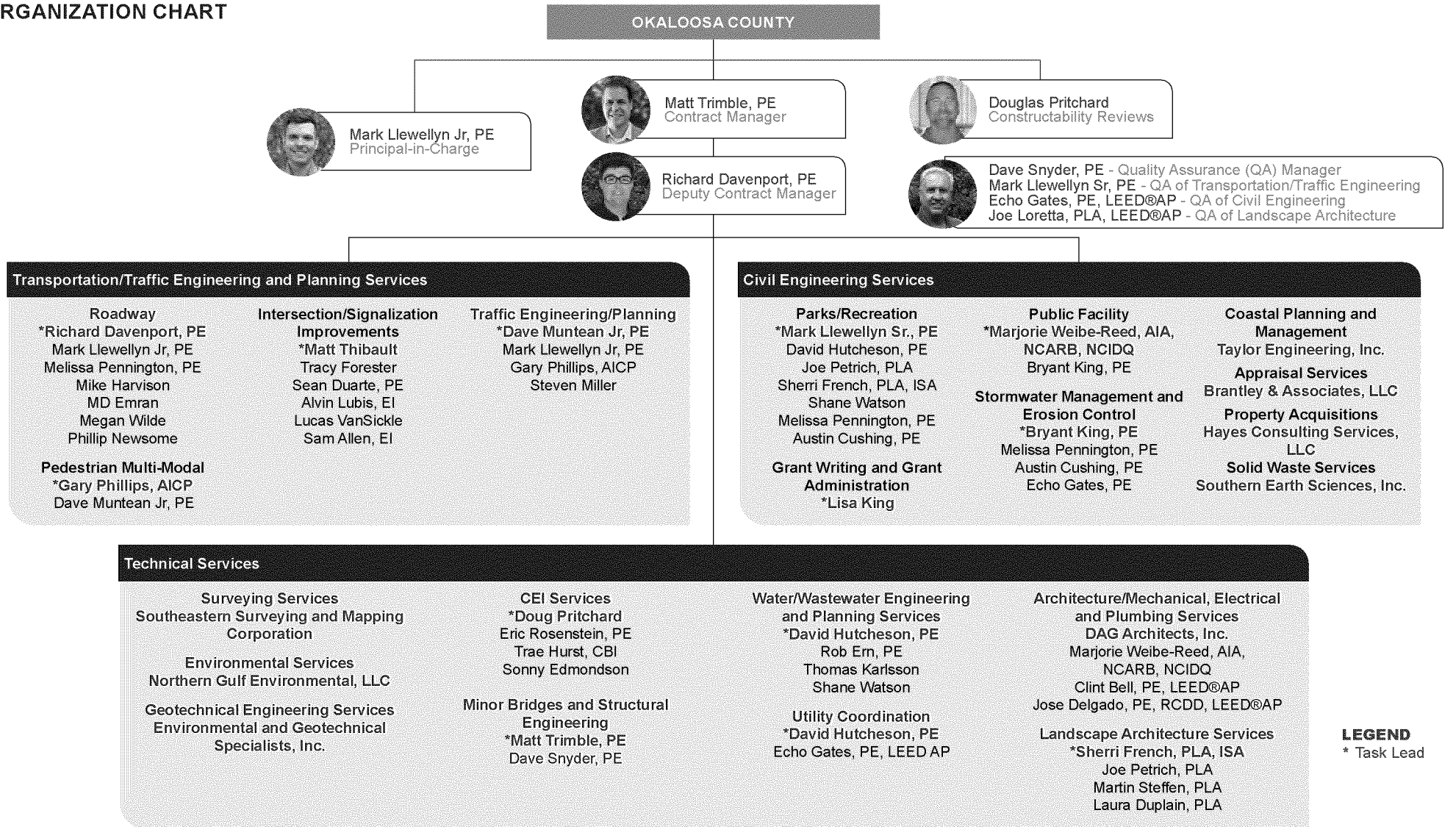


Funding Resources. Halff established a funding resources team in 2022. The Funding Resources Team has over 100 years of experience in grant identification, grant writing, and grant management. This team of six professionals has been serving local governments in Florida, Texas, and Oklahoma for decades through their previous roles.



Grant Writing. The influx of grant funding from the federal government presents unprecedented opportunities for local and state infrastructure projects. Halff's funding resources team has secured more than \$592 million in infrastructure grant awards. Halff's valuable relationships with granting agencies and expertise developed over the past 30 years allow the funding resources team to provide strategic guidance in scoping competitive projects for grant applications.

ORGANIZATION CHART



LEGEND
* Task Lead



5. Schedule and Budget

Blue Gulf Resort Roadway and Water Quality Improvements Walton County | Santa Rosa Beach, FL

The design of the Blue Gulf Resort drainage improvements was completed at the contract price with no additional fees required. The project was completed within the allotted time. The project has not yet entered the bidding/construction phase.

Client Contact: Charles Cotton | Walton County | 850.892.8108 ext. 5022 | cotcharles@co.walton.fl.us

Chesser Road Bridge Replacement Walton County | DeFuniak Springs, FL

The project met the proposed schedule and agree-upon initial budget for project completion. A supplemental agreement to the original contract was secured for additional services to provide the client with a construction bid set for the bridge components (completed by the structural designer) and further project coordination.

Client Contact: Greg Graham, PE | Walton County BCC | 176 Montgomery Circle, DeFuniak Springs, FL 32435 | gragreg@co.walton.fl.us | 850.892.8176

Navarre Bayside Park Design and Permitting Santa Rosa County | Navarre, FL

The design of Navarre Bayside Park was completed on time and within budget, including construction phase services. During construction, three change orders were required: to stabilize the pond slope following Hurricane Sally, adding a traffic resistant coating to the splash pad surface, and a minor fencing and gate addition.

Client Contact: Michael Schmidt | Santa Rosa County | 850.981.7100 | michaels@santarosa.fl.gov

Spencer Field Traffic Study/Intersection Improvements Santa Rosa County | Pace, FL

The initial traffic analysis scope of services as well as the additional services for intersection improvements via a supplemental agreement were both completed on time and under budget.

Client Contact: Rebecca Jones | Santa Rosa County | 6051 Old Bagdad Hwy., Milton, FL 32583 | rebeccaj@santarosa.fl.gov | 850.981.7100

Arran Road Resurfacing and Improvements Wakulla County | Crawfordville, FL

The design for this project was completed with no additional services required and within the allotted time. Construction was completed on time with no change orders required.

Client Contact: Natalie Knowles | Wakulla County | 850.926.0919 | nknowles@mywakulla.com



6. Regulatory and Grant Experience

Both permitting and grant assistance requires specialized knowledge and experience of laws, and government programs of which our staff stays informed. The Halff team brings a long history of providing permitting and grant assistance services to our clients through the technical proficiency of our engineers, planners, environmental scientists, GIS specialists, and funding professionals. In addition to Okaloosa County, we have provided these services throughout Florida, including Walton, Bay, and Leon counties, and the cities of Tallahassee, Tavares, and Mt. Dora. The diversity of the projects includes roadways, parks and recreation facilities, water and wastewater systems, and trail connectivity projects.



PERMITTING & APPROVALS

The Halff team has extensive, ongoing experience with federal, state, and local regulators and regularly permits projects of all sizes. Our team has experience with receiving environmental approvals for projects involving drainage, listed species, utilities, and tree removals. The 4th, 5th, and 6th beach accesses designed and permitted by Halff for Okaloosa County, required local and state permits and coordination with Eglin Air Force Base (AFB) and US Fish and Wildlife Service (USFWS) to allow construction of the recreation facilities. Of particular concern to Eglin AFB were the stormwater facilities and utilities to be constructed within the Santa Rosa Boulevard right of way and the Santa Rosa Beach Mouse by USFWS. Through coordination with Eglin's staff, installation of the utilities was made without compromising the broadband facilities within the roadway that are crucial for base operation and national defense. In both cases, through minor design revisions and close coordination with the agencies, the projects were able to be successfully completed. In

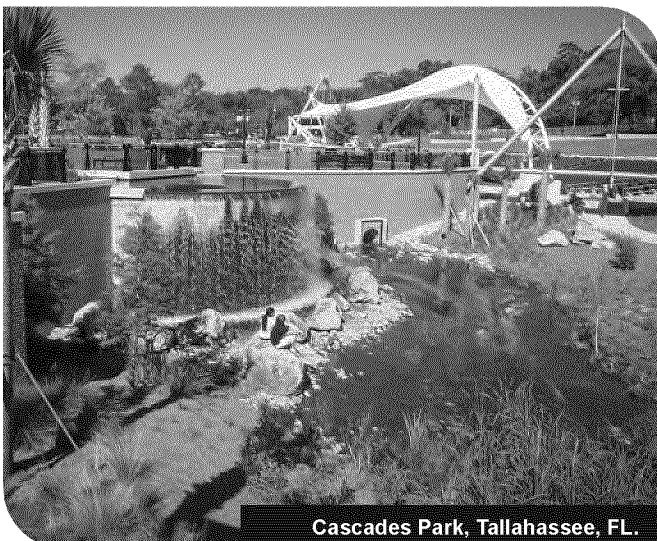
addition to these agencies, Okaloosa County Growth Management, Okaloosa County Facility and Parks Maintenance, Florida Fish and Wildlife Conservation Commission (FFWCC), and the Florida Department of Environmental Protection (FDEP) were our regulatory partners in the project.

Permitting can cause project delays if not managed properly from the start. Our staff takes a collegial approach to permitting by engaging you the client, the regulatory agencies, and our staff immediately upon kicking off a task order. Knowing the rules and regulations, our team will guide the development of concepts that will best suit your needs while meeting regulatory requirements. With a clear concept in hand, we engage the agencies such as the Florida Department of Transportation (FDOT), the FDEP, the Northwest Florida Water Management District (NFWMD), the US Army Corps of Engineers (USACE), and Eglin AFB to present the concept for early review. We view our role as an extension of the County and represent and uphold your interests with the agencies. By involving the agencies early and utilizing their input, we have found the permit application and review processing time to be greatly reduced with fewer requests for additional information issued by the agencies.

In developing our team organization, we considered the critical technical and managerial aspects of the project requirements, with a keen eye paid to permitting. The Halff team's staff has long-established positive relationships with the permitting agencies and understands the regulatory system in Florida. As a result, we can obtain permits to accomplish project goals quickly and efficiently. Locally, our team has developed long-standing relationships with regulatory personnel that are based on mutual trust and respect.

Many local land development codes are written with residential and commercial real estate development in mind, which do not always apply to institutional and utility needs. Our team members have successfully worked with local governments to find creative ways to satisfy code requirements while still meeting project requirements. In some cases, code revisions have resulted in the development of general permits that allow compliance of the local codes and provide a more efficient path through the permit process for local government projects.

The Halff team is experienced with meeting complex permitting requirements such as Cascades Park in Tallahassee Florida. In total, 48 approvals and permits were required for this project prior to construction with coordination required at the Federal level from US Environmental Protection Agency, the Federal Emergency Management Agency (FEMA), and the USACE. At the state level, permits were received from FDEP, NFWMD, FDOT, and the Division of Historical Resources while local permits were obtained from the City of Tallahassee and Leon County. One of the most challenging permits was obtained from CSX railroad, which required intense knowledge of crossing requirements and patient but firm coordination with the railroad.



Cascades Park, Tallahassee, FL.



GRANT & LOAN PROGRAMS

Many of our projects are grant funded and we are very familiar with the process of adhering to grant, loan, and legislative appropriation requirements. Halff has extensive experience assisting clients to obtain both grant and loan funding for capital projects at the federal level including the following:

- American Recovery Plan Act (ARPA) administered through the Florida Department of Environmental Protection (FDEP)
- HUD CDBG Disaster Recovery and Mitigation Grants administered through the Florida Department of Economic Opportunity (FDEO)
- USEPA 319 Impaired Water Grants administered through FDEP
- USEPA State Revolving Fund Clean Water and Drinking Water Loans administered by FDEP
- USEPA TMDL Grants administered through FDEP
- Natural Resources Damage Assessment (NRDA) grants resulting from the Deepwater Horizon Oil Spill
- FEMA Hazard Mitigation Grant Program

The State of Florida, through its loan and grant programs, focuses on improving the quality of life for all its citizens. Halff has successfully participated in the following state-funded and administered programs:

- Florida Recreation Development Assistance Grants (FRDAP)
- Resilient Florida Grant Program
- Water Management District Rural Economic Development Initiative (REDI) Grant
- County Incentive Grant Program (CIGP) through FDOT
- Local Agency Programming (LAP) projects through FDOT

6. Regulatory and Grant Experience

Additionally, Halff has completed Preliminary Engineering Reports for clients for the USDA Rural Development program of grants and loans, but due to scheduling issues, these clients have abandoned the process midway to seek quicker funding avenues.

Over \$52 million in State Revolving Funds have been obtained for our clients including \$13,500,000 for the City of Tavares-Woodlea Road Water Reclamation Facility Expansion and \$5.0 million for the City of Mount Dora US 441 Project. In addition, Halff has assisted with over \$20 million in grants, including a \$10.3 million FRDAP grant for the Wooton Park Marina & Multi-Modal Downtown Redevelopment Project for the City of Tavares.

Each year, the balancing of Florida's upcoming budget begins in September. State agencies begin submitting their long-range budgets and local governments begin talking with their state Senators and Representatives for line-item appropriations in the upcoming budget. Providing project summaries, Halff staff has successfully obtained these appropriations by meeting with our clients and legislators and their staff to discuss the need for and importance of the project, while also submitting a concise summary of the project. By participating with our clients through the legislative process from budget preparation, committee approval, legislative approval, and final approval by the Governor, we have successfully assisted our clients with obtaining these necessary funds. Because these "budget turkeys" are closely monitored, the process followed for approval of these funds is always transparent and well documented.

HALFF FACTS

\$134 Million dollars of **Grant Funding Obtained**

\$58 Million Dollars worth of **FEMA Grant Experience**

HALFF Has Delivered More Than 200 Federally Funded Drainage Projects

GRANT EXPERIENCE CAPABILITIES

CDBG	BRIC	FMA
FIF	HGMP	NRCS
		CWSRF

RELATIONSHIPS WITH FUNDING AGENCIES

FEMA HUD EPA

\$150K - \$15M
HGMP Grant Project Size

20+
Communities helped by Halff to obtain HGMP Grant Funding





7. Business Credentials and Other

DAG Architects, Inc.

State of Florida Department of State

I certify from the records of this office that DAG ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on May 29, 1981.

The document number of this corporation is F23440.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/information business report was filed on February 13, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Christy Undermyer
Secretary of State

Tracking Number: 183836362
To verify the status of this document, visit the website: <http://www.fl.gov>

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE AND INTERIOR DESIGN

MATTEEN JAMES WATTE JR.
LICENSE NUMBER: 18383
EXPIRES: 12/31/2023

AP BD+C

Daniel Augustin

LEED AP BD+C

Northern Gulf Environmental, LLC

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT DOCUMENT # 183836362

FRED Feb 13, 2023 Secretary of State 183836362, LLC

Entity Name: NORTHERN GULF ENVIRONMENTAL LLC
Current Principal Place of Business: 183836362 LLC
183836362 LLC
183836362 LLC
183836362 LLC

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

Brandon E. Tidwell

Inspector Number 33868

Society of Wetland Scientists Professional Certification Programs, Inc.

Professional Wetland Scientist

Brandon E. Tidwell, M.S.

Authorized Geotech Florida Agent

Professional Engineer License No. 18383

Environmental and Geotechnical Specialists, Inc.

State of Florida Department of State

I certify from the records of this office that ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC. is a corporation organized under the laws of the State of Florida, filed on December 31, 1991, effective January 1, 1992.

The document number of this corporation is Y03297.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/information business report was filed on January 23, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Christy Undermyer
Secretary of State

Tracking Number: 183836362
To verify the status of this document, visit the website: <http://www.fl.gov>

Florida LSP DBE Directory

Number of Records Retrieved: 1

Record: 183836362

STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS

HAYDEN, THOMAS HAROLD
LICENSE NUMBER: 18383
EXPIRES: 12/31/2023

Southeastern Surveying & Mapping Corporation

State of Florida Department of State

I certify from the records of this office that SOUTHEASTERN SURVEYING AND MAPPING CORPORATION is a corporation organized under the laws of the State of Florida, filed on September 1, 1975.

The document number of this corporation is 483917.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/information business report was filed on January 11, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Christy Undermyer
Secretary of State

Tracking Number: 183836362
To verify the status of this document, visit the website: <http://www.fl.gov>

Professional Surveyor and Mapper License

License No. 18383

Professional Surveyor and Mapper Business License

License No. 18383

Hayes Consulting Services, LLC

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

HAYES CONSULTING SERVICES LLC
LICENSE NUMBER: 18383
EXPIRES: 12/31/2023

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

HAYES, MARSHA
LICENSE NUMBER: 18383
EXPIRES: 12/31/2023

Southern Earth Sciences, Inc.

Licensee Details

License Information: Name: SOUTHERN EARTH SCIENCES INC, License Number: 18383, Expiration Date: 06/30/2023

Florida LSP DBE Directory

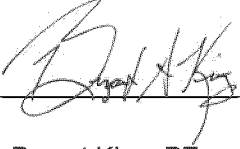
Record Number	Entity Name	License Number	Expiration Date
1	HAYES CONSULTING SERVICES LLC	18383	12/31/2023



RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland 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:	<u>11/30/2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Halff Associates, Inc.</u>	NAME:	<u>Bryant King, PE</u>
ADDRESS:	<u>2255 Killearn Center Boulevard</u> <u>Suite 200</u> <u>Tallahassee, FL 32309</u>	TITLE:	<u>Vice President/Operations Manager</u>
E-MAIL:	<u>bking@halff.com</u>		
PHONE #:	<u>850.224.4400</u>		



RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

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

Halff Associates, Inc.

Proposer's Company Name

2255 Killearn Center Boulevard,
Tallahassee, FL 32309

Physical Address

2255 Killearn Center Boulevard,
Tallahassee, FL 32309

Mailing Address

850.224.4400

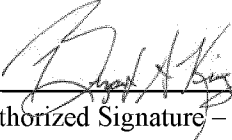
Phone Number

850.848.9436

Cellular Number

11/30/2023

Date


Authorized Signature – Manual

Bryant King, PE

Authorized Signature – Typed

Vice President/Operations Manager

Title

850.681.3600

FAX Number

850.528.1044

After-Hours Number(s)



RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RFQ PW 81-23

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

ADDENDUM NO.	DATE
RFQ PW 81-23 - ADDENDUM 1	11/07/2023

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.



RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: Halff Associates, Inc.

Physical Address & Phone #: 2255 Killearn Center Boulevard

Suite 200

Tallahassee, FL 32309

850.224.4400

Contact Person (Typed-Printed): Bryant King, PE

Phone #: 850.224.4400

Cell #: _____

Federal ID or SS #: 75-1308699

DUNNS/SAM #: 117503472

Respondent's License #: FL PE #51994

Additional License – Trade and Number _____

Fax #: 850.681.3600

Emergency #'s After Hours,
Weekends & Holidays: 850.528.1044

DBE/Minority Number: N/A

RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov.

Offerors SAM information:

Entity Name: Halff Associates, Inc.

Entity Address: 2255 Killearn Center Boulevard, Suite 200, Tallahassee, FL 32309

Sam.gov Unique Entity Identifier: 117503472

CAGE Code: 8LLS2



7. Business Credentials and Other

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Okaloosa County

1759 South Ferdon Boulevard, Crestview, FL 32526

Contact Person: Roy Petrey, PE Telephone # (850) 423.4854

*Email: rpetrey@co.okaloosa.fl.us

2. Owner's Name and Address: Florida Department of Environmental Protection

3540 Thomasville Road, Tallahassee, FL 32309

Contact Person: Pearce Barrett, PE Telephone # (850) 245.2106

*Email: pearce.barrett@dep.state.fl.us

3. Owner's Name and Address: City of Tallahassee

408 N. Adams Street, Tallahassee, FL 32301

Contact Person: Jack Beasley Telephone # (850) 694.0883

*Email: jack.beasley@talgov.com

4. Owner's Name and Address: Bay County Public Works

840 W 11th Street, Panama City, FL 32401

Contact Person: Cliff Johnson, Jr. Telephone # (850) 248.8741

*Email: cjohnson@baycountyfl.gov

5. Owner's Name and Address: Walton County

76 N 6th Street, P.O. Box 1355, DeFuniak Springs, FL 32433

Contact Person: Charlie Cotton, PE Telephone # (850) 892.8176

*Email: cotchales@co.walton.fl.us

RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

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

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

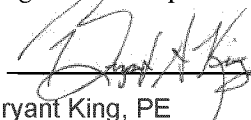
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Bryant King, PE

Vice President/Operations Manager Name and Title of Contractor's Authorized Official

11/30/2023

Date

RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for Okaloosa County
2. This sworn statement is submitted by Halff Associates, Inc. whose business address is 2255 Killearn Center Blvd. 200 and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include Tallahassee, FL 32309 the Social Security Number of the individual signing this sworn statement: 75-1308699
3. My name is Bryant King, PE and my relationship to the entity named above is Vice President/ Operations Manager

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means:

- (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

- Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,



nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 11/30/2023 Signature: [Handwritten Signature]

STATE OF: Florida

COUNTY OF: Leon

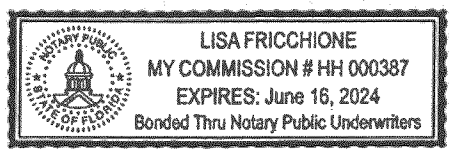
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 30th day of November, in the year 2023

My commission expires: 06-16-24

Notary Public Lisa Fricchione

Lisa Fricchione
Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:



Type of ID

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION**Instructions**

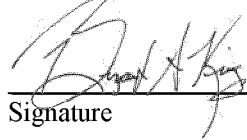
1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. 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.

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.

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

Bryant King, PE | Vice President/Operations Manager
Printed Name and Title of Authorized Representative


Signature

11/30/2023

Date



RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Halff Associates, Inc., the proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the proposer proper immediately or immediately terminate any agreement entered into for cause if the proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the proposer has submitted a false certification, the County will provide written notice to the proposer. Unless the proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the proposer. If the County's determination is upheld, a civil penalty shall apply, and the proposer will be ineligible to propose on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by proposer.

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

DATE: 11/30/2023

SIGNATURE: 

COMPANY: Halff Associates, Inc.

NAME: Bryant King, PE

(Typed or Printed)

ADDRESS: 2255 Killearn Center Boulevard

TITLE: Vice President/Operations Manager

Suite 200

E-MAIL: bking@halff.com

Tallahassee, FL 32309

PHONE NO.: 850.224.4400

GRANT FUNDED CLAUSES

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

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

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

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

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

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

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

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

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer*

will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their proposal submittal. Information regarding certified M/WBE firms can be obtained from:

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

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

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to

this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

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

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

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

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

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

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

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

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

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

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

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

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

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

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

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

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

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

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR §

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

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

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):

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

Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII):

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183):

Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.



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

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

The Vice President/Operations Manager _____ on behalf of Halff Associates, Inc. the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 11/30/2023

SIGNATURE: 

COMPANY: Halff Associates, Inc.

NAME: Bryant King, PE

ADDRESS: 2255 Killearn Center Boulevard
Suite 200
Tallahassee, FL 32309

TITLE: Vice President/Operations Manager

E-MAIL: bking@halff.com

PHONE NO.: 850.224.4400

Standard Contract Clauses Exhibit “B”

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:

1. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program

or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;

- 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);
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 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 under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 et seq. and/or 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* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor 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 of 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.

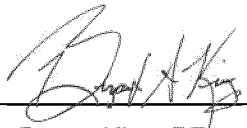
Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (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.



RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

The Vice President/Operations Manager on behalf of Halff Associates, Inc. the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: <u>11/30/2023</u>	SIGNATURE: <u></u>
COMPANY: <u>Halff Associates, Inc.</u>	NAME: <u>Bryant King, PE</u>
ADDRESS: <u>2255 Killlearn Center Boulevard</u>	TITLE: <u>Vice President/Operations Manager</u>
<u>Suite 200</u>	
<u>Tallahassee, FL 32309</u>	
E-MAIL: <u>bking@halff.com</u>	
PHONE NO.: <u>850.224.4400</u>	



RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

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

Certificate of Compliance with Buy America Requirements

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

DATE: 11/30/2023

SIGNATURE: 

COMPANY: Halff Associates, Inc.

NAME: Bryant King, PE

TITLE: Vice President/Operations Manager

Certificate of Non-Compliance with Buy America Requirements

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

DATE: 11/30/2023

SIGNATURE: 

COMPANY: Halff Associates, Inc.

NAME: Bryant King, PE

TITLE: Vice President/Operations Manager

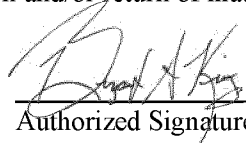


RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed proposer has not divulged to, discussed or compared his proposal with other proposers and has not **colluded with any other proposer or parties to proposal** **whatever.**

Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from proposal list(s).

Halff Associates, Inc.
Company Name


Authorized Signature – Manual

2255 Killearn Center Boulevard, 200
Address

Bryant King, PE
Authorized Signature – Typed

Tallahassee, FL 32309
Address

Vice President/Operations Manager
Title

850.224.4400
Phone #

850.681.3600
Fax #

75-1308699
Federal ID # or SS #

Date Submitted: 11/30/2023




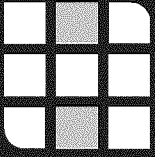
RESPONSE DOCUMENT #17: DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE:	<u>11/30/2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Halff Associates, Inc.</u>	NAME:	<u>Bryant King, PE</u>
ADDRESS:	<u>2255 Killearn Center Boulevard</u>		<u>(TYPED OR PRINTED)</u>
	<u>Suite 200</u>		
	<u>Tallahassee, FL 32309</u>	TITLE:	<u>Vice President/Operations Manager</u>
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