

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/26/2024

Contract/Lease Control #: C24-3968-PW

Procurement#: RFQ PW 81-23

Contract/Lease Type: AGREEMENT

Award To/Lessee: HDR ENGINEERING, 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



04-3968-2

#70811

Procurement/Contract/Lease Number: HDR Engineering Tracking Number: 5054-24
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 1. GREATER THAN \$100,000
Department #: Varies 2. GREATER THAN \$50,000
Account #: Varies 3. \$50,000 OR LESS
Amount: Per Task Order
Department: PW Dept. Monitor Name: Autrey

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

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: 2/28/2024
See Attached Email
Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool)

County Attorney Review
Approved as written: _____ Date: 2/28/2024
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: Wednesday, February 28, 2024 10:46 AM
To: Amber Hammonds
Cc: Lynn Hoshihara; Kerry Parsons
Subject: RE: HDR Engineering, Inc. - #7 of 11
Attachments: HDR_Contract_Final.pdf

Hello Amber,

The contract for HDR Engineering, 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: Wednesday, February 28, 2024 6:42 AM
To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Kerry Parsons <kparsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: HDR Engineering, Inc. - #7 of 11

Good morning 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.
HDR Engineering, Inc. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #7 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



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!](#)

A black rectangular banner with white text. At the top, it reads '16th Annual Reverse Trade Show'. Below that, in larger letters, is 'SPONSORSHIPS & VENDOR REGISTRATION AVAILABLE NOW!'. On the left side, it says 'May 9th 2024' followed by a small 'X' and 'Pensacola, Florida'. On the right side, there is a small logo for NIGP (National Institute of Governmental Purchasing) with the text 'Central Gulf Coast Chapter' below it.

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Amber Hammonds

From: Lynn Hoshihara
Sent: Wednesday, February 28, 2024 7:03 AM
To: Amber Hammonds
Cc: Jacqueline Matichuk; Kerry Parsons; Odessa Cooper-Pool
Subject: Re: HDR Engineering, Inc. - #7 of 11

This is approved.

On Feb 28, 2024, at 6:42 AM, Amber Hammonds <ahammonds@myokaloosa.com> wrote:

Good morning 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.

HDR Engineering, Inc. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #7 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

<image001.png>

<image002.png>

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!](#)

<image003.png>

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<HDR_Contract_Final.pdf>



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**

DeRita Mason
Purchasing Manager

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2024

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: Ohio Casualty Insurance Company		24074
INSURER C: Liberty Insurance Corporation		42404
INSURER D:		
INSURER E:		
INSURER F:		

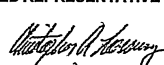
COVERAGES CERTIFICATE NUMBER: W32930099 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	TB2-641-444950-033	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY	Y	Y	AS2-641-444950-043	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
B	<input type="checkbox"/> UMBRELLA LIAB	Y	Y	EUO (24) 57919363	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ ⁰						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WA7-64D-444950-013	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow
Employers Liability.

CONTRACT: C24-3968-PW
HDR ENGINEERING, INC.
GENERAL ENGINEERING SERVICES FOR PW
EXPIRES: 09/30/2027 w/2 (1) YR RENEWALS

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 5479A Old Bethel Road Crestview, FL 32536	CANC SHOL THE ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: General Engineering and Professional Services Contract for Okaloosa County Public Works.

Additional Insured: County.

Waiver of Subrogation: Okaloosa County and its employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: TB2-641-444950-033

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

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

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.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location And Description Of Completed Operations

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>As required by written contract or agreement.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Policy Number TB2-641-444950-033
Issued by Liberty Mutual Fire Insurance Company

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 Section IV – Conditions 4. Other Insurance 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 prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s): As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-043
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-013
\$

Effective Date 06/01/2023

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-033
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number ATB2-642661952560
 3 l ues by d i b e r l y t u l u M a i r e F l u r M f c e n o m C M F y

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

phil eFsorl emeFLmosifiel iFl urMFce Crovises uFser the followiFg:

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 EXnETT ASpOt OU3IE d3AU313Y 3NDEt N3pY n OVERAGE PARp
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 nOt t ERn 3Ad GENERAd d3AU313Y n OVERAGE PARp
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 d3QSOR d3AU313Y n OVERAGE PARp
 nOt t ERn 3Ad d3AU313Y – St UREddA n OVERAGE aORt

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Al requires by wrilleF coFlrM6L or wrilleF MgreemeFL		05

- A. 3 we cMfcel lhil Colicy for MFy reM oF olher lhMF FoFCMymeFLof Cremium, or mMke MmMeriM resucioF iF coverMge, we will Folify the Cerl oFl or orgMFizMioFl I howF iF the Tchesule Mbove. We will l eFs Folice lo the emMl or mMliFg Mssrel I lil Les Mbove MLeM L45 sMyI , or the Fumber of sMyI lil Les Mbove, if MFy, before the cMfcellMioF becomel effective. 3 Fo eveFLsoel the Folice lo the lhirs CMty excee the Folice lo the firL FMnes iFl ures.
- U. phil MsvMFce FolificMioF of MCeFsiFg cMfcellMioF or mMeriM resucioF of coverMge il iFl eFses M Mcourlel y oFly. Our fMlure lo Crovisel uch MsvMFce FolificMioF will FoLexleFs the Colicy cMfcellMioF sMe For FegMe cMfcellMioF of the Colicy.

All olher lernl MFs coFsilioFl of lhil Colicy remMF uFchMFges.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-013 Effective Date 06/01/2023

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2024

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).

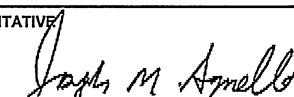
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lloyds of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES * CERTIFICATE NUMBER: 20364288 REVISION NUMBER: XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	P001412300	6/1/2023	6/1/2024	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: GENERAL ENGINEERING AND PROFESSIONAL SERVICES CONTRACT FOR OKALOOSA COUNTY PUBLIC WORKS.

CERTIFICATE HOLDER 20364288 Okaloosa County Board of County Commissioners 5479A OLD BETHEL ROAD CRESTVIEW FL 32536	CANCELLATION See Attachment 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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This endorsement, effective: 06/01/2023 - 06/01/2024

Forms a part of policy no.: P001412300

Issued to: HDR Engineering, Inc.

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person other employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown in Item 1. of Declarations.
2. **Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same

TASK ORDER AGREEMENT FOR C
(Master Services Agreement)
Between The Board of County Commissioners of Okaloosa County
And HDR Engineering, Inc.
Contract ID: C24-3968-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 HDR Engineering, Inc. [CONSULTANT], a Nebraska Corporation authorized to conduct business in the State of Florida, having its principal office located at 25 West Cedar Street, Suite 200, Pensacola, FL 32502.

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

5. Professional Liability (E&O) \$1M each claim

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:	John Wimberly, P.E.
Title:	Vice President
Company:	HDR Engineering, Inc.
Address:	25 West Cedar Street Suite 200 Pensacola, FL 32502
Telephone:	850.429.8926
Facsimile:	850.432.8010
E-Mail:	john.wimberly@hdrinc.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 the locale 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

HDR Engineering, Inc.

By: _____

Paul Mixon
Paul Mixon



By: _____

John Wimberly

John Wimberly

Title: _____

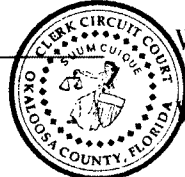
Chairman

Title: _____

Vice President

Attested: _____

J.D. Peacock II
J.D. Peacock II, Clerk



Witness 1: _____

Gregory

Witness 2: _____

Jonathan Baillouet

***** END *****

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

HDR Engineering, Inc.

FULLY LOADED HOURLY BILLING RATES			
Classification		Rate through 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
HDR Engineering, Inc. (Prime Consultant)			
Program Manager	\$	325.00	\$ 358.00
Chief Engineer	\$	275.00	\$ 303.00
Project Manager	\$	260.00	\$ 286.00
Construction Resident Engineer	\$	250.00	\$ 275.00
Senior Professional Engineer	\$	245.00	\$ 270.00
Senior Planner	\$	210.00	\$ 231.00
Project Engineer	\$	180.00	\$ 198.00
Engineering Intern	\$	115.00	\$ 127.00
Senior Designer	\$	125.00	\$ 138.00
Senior Landscape Architect	\$	215.00	\$ 237.00
Senior Environmental Scientist	\$	180.00	\$ 198.00
Senior Real Estate Agent	\$	150.00	\$ 165.00
Project Administrator	\$	155.00	\$ 171.00
Contract Support Specialist	\$	115.00	\$ 127.00
Senior Construction Inspector	\$	110.00	\$ 121.00
Construction Inspector	\$	90.00	\$ 99.00
Accounting/Admin	\$	105.00	\$ 116.00
Project Principal	\$	310.00	\$ 341.00
Senior Project Manager	\$	285.00	\$ 314.00
Senior Technical Advisor	\$	350.00	\$ 385.00
Senior Architect	\$	245.00	\$ 270.00
Architect	\$	180.00	\$ 198.00
Planner	\$	140.00	\$ 154.00
Senior Geologist/Hydrogeologist	\$	245.00	\$ 270.00
Geologist/Hydrogeologist	\$	180.00	\$ 198.00
Staff Engineer	\$	145.00	\$ 160.00
Senior Environmental Engineer	\$	215.00	\$ 237.00
Environmental Engineer	\$	165.00	\$ 182.00
Senior Air Quality Specialist	\$	240.00	\$ 264.00
Air Quality Specialist	\$	190.00	\$ 209.00
Communications Specialist	\$	225.00	\$ 248.00
Senior Graphic Designer	\$	180.00	\$ 198.00
Graphic Designer	\$	145.00	\$ 160.00
Designer	\$	110.00	\$ 121.00
Senior Economist	\$	245.00	\$ 270.00
Economist	\$	190.00	\$ 209.00
Senior Technician	\$	175.00	\$ 193.00
Technician	\$	150.00	\$ 165.00
Senior Accountant/Admin	\$	125.00	\$ 138.00
O'Neal Surveying & Mapping, Inc. (Survey and Mapping Services)			
Senior CADD/Computer Technician	\$	130.72	\$ 137.26
Field Crew Supervisor	\$	120.25	\$ 126.26
Instrument Person	\$	79.72	\$ 83.71
Party Chief	\$	109.94	\$ 115.44
Rod Person/Chain Person	\$	62.38	\$ 65.50
Senior Surveyor & Mapper	\$	224.69	\$ 235.92
SAM Surveying and Mapping, LLC (Survey and Mapping Services)			
SUR Aerial Sensor Operator	\$	136.07	\$ 143.02
SUR Chief Surveyor	\$	206.75	\$ 217.30
SUR Crew Chief	\$	113.72	\$ 119.52
SUR Instrument Operator	\$	84.60	\$ 88.92
SUR Mobile Survey Analyst 3	\$	136.07	\$ 143.02
SUR Mobile Survey Operator	\$	136.07	\$ 143.02

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

HDR Engineering, Inc.

FULLY LOADED HOURLY BILLING RATES			
Classification		Rate through 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
SUR Multi Engine Aircraft Pilot	\$	201.70	\$ 211.99
SUR Rod Person	\$	72.11	\$ 75.79
SUR Secretary/Clerical	\$	80.24	\$ 84.34
SUR Senior Surveyor 2	\$	264.19	\$ 277.67
SUR Single Engine Aircraft Pilot	\$	201.70	\$ 211.99
SUR SUE Technician 3	\$	101.19	\$ 106.35
SUR Survey/GIS/SUE Analyst 3	\$	136.07	\$ 143.02
SUR Surveyor	\$	184.50	\$ 193.92
SUR UAS Operator	\$	136.07	\$ 143.02
Senior Utility Coordinator	\$	221.90	\$ 233.22
2 Person Survey Crew	\$	198.32	\$ 208.44
3 Person Survey Crew	\$	270.43	\$ 284.23
2 Person Designating Crew	\$	205.39	\$ 215.87
3 Person Designating Crew	\$	277.50	\$ 291.65
2 Person Locating Crew	\$	264.19	\$ 277.67
3 Person Locating Crew	\$	336.30	\$ 353.45
Larry M. Jacobs & Associates, Inc. (Geotechnical Engineering Services)			
Chief Engineer 1	\$	232.00	\$ 255.00
Chief Scientist	\$	204.00	\$ 225.00
Engineer 1	\$	165.00	\$ 182.00
Project Manager 1	\$	143.00	\$ 158.00
Engineering Technician	\$	72.00	\$ 79.00
Senior Engineering Technician	\$	105.00	\$ 115.00
CAD Technician	\$	88.00	\$ 97.00
Tierra, Inc. (Geotechnical Engineering Services)			
Chief Engineer 2	\$	227.63	\$ 227.63
Principal Engineer	\$	223.45	\$ 223.45
Senior Engineer 1	\$	202.42	\$ 202.42
Chief Scientist	\$	174.48	\$ 174.48
Engineer 2	\$	173.50	\$ 173.50
Senior Scientist	\$	149.17	\$ 149.17
Sr. Engineer 2	\$	142.79	\$ 142.79
Engineer Intern	\$	129.93	\$ 129.93
Senior Designer	\$	126.22	\$ 126.22
Senior Engineering Technician	\$	92.27	\$ 92.27
Secretary/Clerical	\$	89.09	\$ 89.09
Deal Consulting, P.A. (Appraisal Services)			
Principal Appraiser	\$	250.00	\$ 250.00
Associate Appraiser	\$	195.00	\$ 195.00
Research Assistant	\$	145.00	\$ 145.00
Paraprofessional	\$	60.00	\$ 60.00
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:  2/26/2024
 Katie E. Duty, Vice President



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 HDR Engineering, Inc.

MAILING ADDRESS 25 West Cedar Street, Suite 200

CITY, STATE, ZIP Pensacola, FL 32502

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 47-0680568

TELEPHONE NUMBER: 850.429.8926 EXT: _____ FAX: 850.432.8010

EMAIL: john.wimberly@hdrinc.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: John Wimberly, PE

TITLE: Vice President

DATE: 11/28/2023

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



Proposal Response for
RFQ PW 81-23
General Engineering and
Professional Services for
Okaloosa County Public Works

November 30, 2023



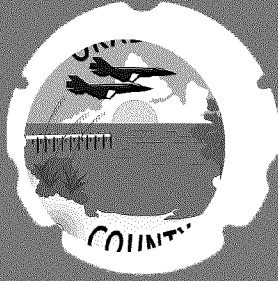


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FORMS

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2. Conflict of Interest Disclosure Form	
3. Federal E-Verify Compliance Certification	
4. Cone of Silence Form	
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6. Addendum Acknowledgement	
7. Company Data	
8. System Award Management Form	
9. List of References	
10. Certification Regarding Lobbying	
11. Sworn Statement – Public Entity Crimes	
12. Government Debarment & Suspension	
13. Vendors on Scrutinized Companies List	
14. Grant Funded Clauses	
15. Buy American Certificate	
16. Anti-Collusion Statement	
17. Drug-Free Workplace Certification	
18. Certification of Good Standing for the State of Florida	



1. LETTER OF INTEREST

Including information on location of the firm's office that will be the lead office for this contract.

November 30, 2023

Mr. Jason Autrey, PE
Public Works Director
Okaloosa County Public Works
1759 Ferdon Blvd.
Crestview, FL 32536

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

Dear Mr. Autrey and Selection Committee Members:

HDR has partnered with Okaloosa County for over 20 years in the development of infrastructure through a General Engineering Services contract and additional projects. Over this time, Okaloosa County has continued to transform as one of the most proactive and responsive counties in the State of Florida in maintaining and enhancing an outstanding quality of life for its citizens. This standard can be directly linked to the County's overall municipal program and improvements.

HDR has been very appreciative of the opportunity to support Okaloosa County in the development of infrastructure projects, and we are committed to providing continued support with sound project management, responsive service, value-added engineering, and practical, cost-effective solutions.

The lead office location for this contract:

HDR

25 West Cedar Street, Suite 200
Pensacola, Florida 32502
(850) 432-6800 Office
(850) 432-8010 Fax

We eagerly look forward to continuing our partnership with Okaloosa County which has expanded through our work together to complete multiple improvement projects throughout the County.

Sincerely,
HDR

Brad Collins, PE
Contract Manager
michael.collins@hdrinc.com
D (850) 429-8931 M (850) 529-7360

John Wimberly, PE
Contract Principal
john.wimberly@hdrinc.com
D (850) 429-8926 M (850) 525-7069



2. PAST RECORD - FIVE (5) PROJECTS

Describe five (5) examples of projects performed by the proposed team in the past three (3) years. Four of the above listed examples must include roadway design, stormwater design and traffic safety.

HDR is a service-oriented firm with a strong commitment to the communities where we live and work. Our local HDR team is backed by national staff resources who are available to respond to complex public infrastructure projects and make sound technical decisions. HDR has **successfully partnered with Okaloosa County on both large and small projects, responding to the needs of the County and community.**

EXPERIENCE WITH SIMILAR ON-CALL, CONTINUING SERVICES CONTRACTS

Our HDR Team is well-qualified with the capabilities, experience and resources to work under open-ended, continuing services contracts. We have a team dedicated to serving Okaloosa County under a current general engineering contract. In addition, HDR holds similar contracts at multiple levels of government. Examples include:

Local/Regional: Government Agencies

- Okaloosa County General Engineering Services
- Okaloosa County, Water and Sewer General Engineering Services
- Escambia County, Professional Engineering Services
- City of Pensacola, Professional Engineering Consultant Services
- City of Pensacola, Port of Pensacola, General Engineering Services
- Emerald Coast Regional Council, General Planning Consultant
- ECUA (Emerald Coast Utilities Authority) General Engineering Wastewater and Water

HDR also provides continuing services for FDOT throughout the state and for the Central Office, through more than 20 master on-call contracts. Local examples at the District 3 office (Chipley, FL) include:

FDOT DISTRICT 3 CONTINUING SERVICES CONTRACTS

- Traffic Operations, Minor Design
- Districtwide PD&E (Project Development and Environment) Consultant
- Right of Way Services

EXPERIENCE WITH SIMILAR WORK, SIZE AND SCOPE

HDR has provided comprehensive engineering services in partnership with Okaloosa County for over 20 years and has worked in cooperation with County staff to provide solutions that benefit citizens and stakeholders. By working on a diverse range of projects, HDR has developed:

- Familiarity with the County's procedures and preferences,
- Relationships with staff in multiple County departments,
- Knowledge of local stakeholders such as City of Crestview, City of Fort Walton Beach, and Emerald Coast (EC) Rider [transit]
- Relationships with utility owners in Okaloosa County, and
- Partnerships with peer entities such as Mid-Bay Bridge Authority, Eglin AFB, and FDOT

The following pages highlight our five (5) project examples that illustrate our work partnering with Okaloosa County, other counties, government agencies and business clients to provide innovative solutions beyond the scope of traditional A/E/C firms.



General Engineering Services

Okaloosa County - Okaloosa County, FL

HDR has successfully supported the development of more than 70 projects for Okaloosa County that have ranged from simple hydraulic studies to complex road systems. **The highlighted project from this contract which was completed within the last year is Live Oak Church Road.** This project involved the widening of approximately 1/3 mile of Live Oak Church Road in Crestview. This project was partially funded by a FDOT appropriation. The project involved a closed system drainage design, stormwater pond addition, and a curb and gutter typical section with sidewalk for pedestrian safety. The HDR Team coordinated utility adjustments as well as coordinated the design of the widening of a bridge within the project limits which is to be constructed by County staff during the roadway construction. HDR is also currently the CEI for the bridge widening work being conducted by the County.

Although not responsible for the FDOT appropriation funds, HDR worked with County staff to develop the most economical and effective

plan for widening the existing bridge along the project limits. This particular bridge is a pre-cast structure from a certain manufacturer that is not on FDOT approved products list, therefore, the widening of that bridge could not be funded with FDOT appropriation funds. Replacing the bridge with an FDOT approved structure would not be possible, as the temporary bridge required to keep traffic flowing during replacement would have required right-of-way. The land adjacent to this bridge is a wetland conservation easement and could not be impacted.

The design of this project took place after the COVID pandemic and bid prices were in constant flux. HDR's cost estimate varied greatly from beginning of design to end of design based on the fluctuating prices at the time. By utilizing FDOT and Okaloosa County bid prices from similar projects and applying factors described in this proposal, HDR relayed the changing cost estimates to County staff to keep them informed. Ultimately the job was bid within 5% of the engineer's cost estimate.

Team Members who worked on the existing Okaloosa GEC contract:

- John Wimberly, PE - *Project Principal*
- Brad Collins, PE - *Project Manager*
- Ryan McGhee, PE - *Deputy Project Manager*
- Jonathon Burchfield, PE - *Roadway Design*
- Kevin Poole, PE - *Roadway Design*
- Mary Morgan, PE - *Traffic Eng.*
- Matt Horne, PE - *Roadway Design*
- Allen Vinson, PE - *Utilities*
- Phillip Walker, PE - *Drainage*
- Heath Hardy, PE - *Drainage*
- Terry Ellis - *GIS*
- Jennifer Clark - *CADD*
- Josey Walker - *Env./Permitting*
- Cory Wilkinson, AICP CEP- *Planning*
- Brad Brenner, PE - *CEI*

Standards governing the Live Oak Church Road project:

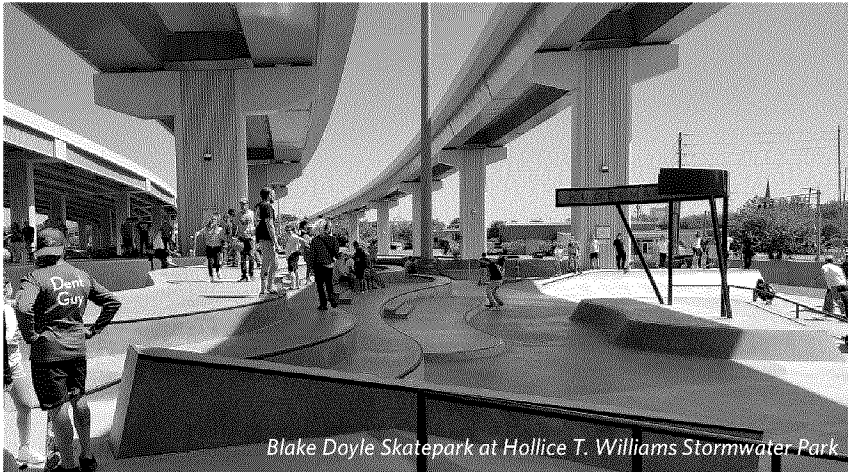
- Roadway: FDOT Standards (Florida Greenbook)
- Drainage: Florida Department of Environmental Protection (FDEP)/ Northwest Florida Water Management District (NFWWMD)

Environmental permitting for Live Oak Church Road project:

- Individual Environmental Resource Permit — NFWWMD
- State 404 General Permit — FDEP

Grant funding, secured or managed by the team, if any:

- FDOT Appropriation secured by Okaloosa County



Blake Doyle Skatepark at Hollice T. Williams Stormwater Park

City of Pensacola Engineering Consultant Services

City of Pensacola - Pensacola, FL

HDR is currently working with the City of Pensacola on multiple projects through a Professional Engineering Services Contract. These services included coordination with City staff in engineering, public works, facilities, traffic, and planning. **The highlighted project from this contract is the Hollice T. Williams Stormwater Park as described below.**

The Hollice T. Williams Stormwater Park plan is designed to transform the underutilized I-110 underpass with urban revitalization and connectivity and establish the area as a primary gateway, providing safe and enjoyable pedestrian and bicyclist paths, and linkages to Downtown Pensacola and the waterfront. The project is also designed around a stormwater system intended to improve water quality in Pensacola Bay and attenuate stormwater to reduce flooding issues in the surrounding communities utilizing stormwater ponds, rain gardens, underground

detention units, and floodable multi-use recreational fields. The project will feature programmed art spaces, neighborhood history and cultural exhibits, an amphitheater, a market plaza, landscaping, lighting, restrooms, and several recreational opportunities including a continuous 1.3-mile multiuse pathway, Blake Doyle Skatepark, a youth obstacle course, fitness loop with exercise stations, recreational fields, a splash pad, and custom playground.

HDR provided design services and grant application support for the estimated \$25 million project which received funding through a Rebuild Florida Infrastructure Repair Program Grant.

Team Members who worked on this project:

- John Wimberly, PE - *Project Principal*
- Allen Vinson, PE - *Project Manager*
- Jonathon Burchfield, PE - *Roadway Design*
- Kevin Poole, PE - *Roadway Design*
- Mary Morgan, PE - *Traffic Eng.*
- Matt Horne, PE - *Roadway Design*
- Phillip Walker, PE - *Drainage*
- Terry Ellis - *G/S*
- Jennifer Clark - *CADD*
- Josey Walker - *Env./Permitting*
- Cory Wilkinson, AICP CEP- *Planning*

Standards governing the project:

- Drainage: FDEP/NWFWM, City of Pensacola
- Roadway: FDOT Standard Plans (FDOT Design Manual)
- Facilities: Florida Building Code

Environmental permitting for Hollice T. Williams Stormwater Park:

- Conceptual Environmental Resource Permit - NWFWM

Grant funding, secured or managed by the team, if any:

- Assisted Escambia County with management requirements of the U.S. Department of Treasury Grant Agreement (RESTORE Direct Component Pot 1) which funded design of the project.
- Assisted the City of Pensacola with grant applications to NRDA, FDOT TA Program, and the Florida Department of Commerce Rebuild Florida Program



Southwest Crestview Bypass Construction

Southwest Crestview Bypass

Okaloosa County - Crestview, FL

The Southwest Crestview Bypass is an alternative alignment around Crestview with the purpose of alleviating traffic congestion while also improving safety for all roadway users on SR 85. The Bypass consists of PJ Adams Parkway Phases I-V, the East-West Connector, and the Antioch I-10 Interchange. Okaloosa County has been the lead agency for these projects with the exception of the Antioch I-10 Interchange led by FDOT.

Phases I-IV of the bypass involve widening existing PJ Adams Parkway to four lanes, a distance of 1.8 miles. The Phase V and East-West Connector projects are 3.1 and 2.2 miles respectively of greenfield alignment roadway which complete the northernmost components of the Southwest Crestview Bypass and represent the completion of over a decade of cooperative efforts between Okaloosa County, FDOT, City of Crestview, and the Triumph Board. Funding for the entirety of the Bypass has been a cooperative effort among four agencies with the grand total nearing \$200 million.

HDR's unparalleled experience with this corridor began as intersection improvements to the SR 85 intersection. Currently the final phases of the project are under construction. Highlights of HDR's activities include:

Project Cost Estimation: The preliminary work surrounding the Southwest Crestview Bypass involved estimating the total project costs. HDR worked with Okaloosa County to develop an inclusive cost estimate for various facets of the project including: right-of-way, wetland mitigation, permitting, construction, engineering and inspection (CEI). The preliminary cost estimate has served as the guidebook for the execution of the project.

PD&E: HDR prepared the PD&E Documentation for phases of the Bypass which Okaloosa County was the lead agency.

FDOT Coordination: HDR assisted Okaloosa County in coordinating efforts on the Bypass with FDOT. The timelines of the Phases I-V are lined up perfectly with FDOT's execution of

Team Members who worked on this project:

- John Wimberly, PE - *Project Principal*
- Brad Collins, PE - *Project Manager*
- Ryan McGhee, PE - *Deputy Project Manager*
- Jonathon Burchfield, PE - *Roadway Design*
- Kevin Poole, PE - *Roadway Design*
- Mary Morgan, PE - *Traffic Eng.*
- Matt Horne, PE - *Roadway Design*
- Allen Vinson, PE - *Utilities*
- Phillip Walker, PE - *Drainage*
- Heath Hardy, PE - *Drainage*
- Terry Ellis - *GIS*
- Jennifer Clark - *CADD*
- Josey Walker - *Env./Permitting*
- Cory Wilkinson, AICP CEP- *Planning*
- Brad Brenner, PE - *CEI*

Standards governing the project:

- Roadway: FDOT Standards (Florida Greenbook and FDOT Design Manual)
- Drainage: FDEP/NWFWMD

Environmental permitting:

Exemption Phase V

- Individual Environmental Resource Permit - NWFWMD
- State 404 General Permit - FDEP

East-West Connector

- Individual Environmental Resource Permit - NWFWMD
- State 404 Individual Permit — FDEP

Grant funding, secured or managed by the team, if any:

- Triumph Grant



SOUTHWEST CRESTVIEW BYPASS

the Antioch Interchange Design-Build project to provide a complete bypass.

Right-of-Way Acquisition: HDR executed the Right-of-Way acquisition on behalf of Okaloosa County in conjunction with the County's legal team. Properties were acquired on time to keep the project on schedule.

Utility Relocations: HDR provided general utility coordination and design coordination with the roadway plans. The water main relocations included several horizontal directional drills under wetland areas. In addition, HDR provided permitting services to acquire both an FDEP permit and an FDOT utility permit.

Grant Assistance: HDR assisted Okaloosa County in obtaining the Triumph Grant to help fund the Southwest Crestview Bypass. The Triumph grant was a coordinated effort with Okaloosa County, FDOT, City of Crestview, and Eglin Air Force Base.

Plans Preparation: HDR provided construction engineering drawings for the phases of the Southwest Crestview Bypass. Plan sets include the following: roadway, drainage, bridge, noise walls, box culverts, retaining wall, signalization, signing and pavement marking, and water main relocations.

Permitting: The HDR team obtained stormwater and wetland permits for the SR 85 improvements and for Phases I-V of the Bypass. Okaloosa County solidified rights to mitigation credits from the Yellow River Mitigation Bank. These credits were purchased to satisfy the requirements of Phase V and the East-West Connector, which greatly expedited the permitting process.

Construction Inspection: HDR provided construction inspection for Phase V and the East-West Connector components of the bypass. These phases are currently under construction and on schedule.

The Bypass construction consists of a 3.1 mile new four-lane roadway and a 2.2-mile two-lane roadway known as the East-West Connector built in two sections. The project also includes a 1,735' four lane bridge, 12 new stormwater ponds, one stormwater pond modification, and two signalized intersections.



Phase V looking South at US 90 Intersection



Cervantes Street Improvements

FDOT District 3 - Pensacola, FL



HDR prepared roadway engineering and design for the Florida Department of Transportation's (FDOT) Cervantes Street Safety Improvements project to improve pedestrian safety along a 2.2-mile section of West Cervantes Street, from Dominguez Street to A Street. The critical need to look at safety improvements along the Cervantes roadway was driven by increasing crashes in this underserved community. Between 2014 and 2018, 433 crashes resulting in 8 fatalities, including 5 pedestrians and 2 bicyclists occurred along the roadway. Project challenges were balancing pedestrian needs in a diverse community with roadway connectivity while maintaining the existing Right-of-Way located at the back of existing sidewalk. Lane width reductions were utilized as a traffic calming measure which also created space for a median at pedestrian crossing locations. Median planters were also added to enhance the roadway aesthetics, while also improving pedestrian safety by encouraging use of new mid-block crossings.

The primary purpose of this project was to increase safety for primarily pedestrians, but also all users. The process of determining the pedestrian flows allowed the design team to add medians and crossings where they could be most readily utilized by the pedestrians. The narrowing of lanes and introductions of concrete bulb-outs meant traveling speeds were reduced and drivers were more alert. The newly constructed median gives pedestrians a safe haven while crossing four lanes and the pedestrian crossing signals alerts the drivers to their presence.

A critical component of the project was reducing vehicle speeds along the corridor to 30 mph. The existing roadway alignment was primarily straight. Utilizing the available space within the existing roadway footprint, curb bulb-outs and chicanes were added along the roadway at select locations. Coupled with the reduced lane widths, vehicle speeds have slowed dramatically.

Seven mid-block crossings and four signals were added, providing 18 designated safe crossings. Traffic calming measures reduced speeds while maintaining roadway connectivity. This project was a collaborative partnership between FDOT and key stakeholders.

Team Members who worked on this project:

- John Wimberly, PE - *Project Principal*
- Brad Collins, PE - *Project Manager*
- Ryan McGhee, PE - *Deputy Project Manager*
- Jonathon Burchfield, PE - *Roadway Design*
- Kevin Poole, PE - *Roadway Design*
- Mary Morgan, PE - *Traffic Eng.*
- Matt Horne, PE - *Roadway Design*
- Allen Vinson, PE - *Utilities*
- Phillip Walker, PE - *Drainage*
- Heath Hardy, PE - *Drainage*
- Terry Ellis - *GIS*
- Jennifer Clark - *CADD*
- Josey Walker - *Env./Permitting*
- Cory Wilkinson, AICP CEP - *Planning and Public Involvement*

Standards governing the project:

- Roadway: FDOT Standards (FDOT Design Manual)
- Drainage: FDEP/ NWFWMMD

Environmental permitting:

- NWFWMMD Exemption

Grant funding, secured or managed by the team, if any:

- N/A

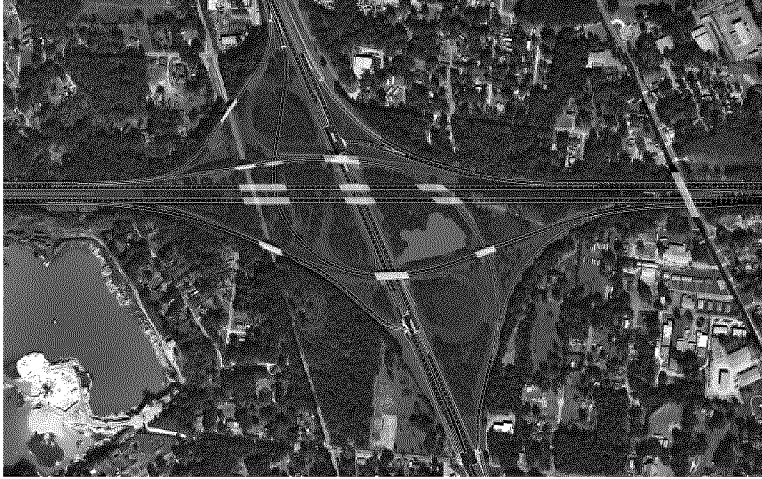
Awards

- 2023 American Council of Engineering Companies (ACEC) Outstanding Special Project



I-10 at US 29 Improvements

FDOT District 3 - Pensacola, FL



HDR provided design services for the reconstruction of the Interstate 10 interchange at Highway 29 to increase capacity and correct operational and safety issues such as left-hand entrance ramps, acceleration/deceleration lane lengths, weaving distances, sight distances, and bridge clearances. This interchange is on the Strategic Intermodal System (SIS) and is part of a Hurricane Evacuation Route. The proposed improvements consist of reconfiguring the Interstate 10 / US 29 interchange for safety, efficiency and capacity improvements including:

- Widen I-10 mainline from four to six lanes through the interchange
- Reconstruct the interchange to provide for safer merge movements
- Convert I-10 mainline lanes to serve ramp movements
- Construct new ramp for southbound US 29 to eastbound I-10
- Modify the intersection at Diamond Dairy Road and replace railroad bridges
- Replace the County Road 95A (Old Palafox Highway) Bridge over I-10
- Add bicycle lanes on Old Palafox Highway Bridge
- Construct stormwater ponds (requires right-of-way and tree clearing)
- Added sidewalk throughout limits to provide American with Disabilities Act (ADA) connectivity
- Replace/install lighting along I-10 and construct noise barrier walls
- Provide bicycle lanes along/adjacent to US 29

Team Members who worked on this project:

- John Wimberly, PE - *Project Manager*
- Jonathon Burchfield, PE - *Roadway*
- Kevin Poole, PE - *Roadway Design*
- Ryan McGhee, PE - *Roadway Design*
- Mary Morgan, PE - *Traffic Eng.*
- Matt Horne, PE - *Roadway Design*
- Allen Vinson, PE - *Utilities*
- Phillip Walker, PE - *Drainage*
- Heath Hardy, PE - *Drainage*
- Terry Ellis - *GIS*
- Jennifer Clark - *CADD*
- Josey Walker - *Env./Permitting*
- Cory Wilkinson, AICP CEP - *Planning and Public Involvement*

Standards governing the project:

- Roadway: FDOT Standards (FDOT Design Manual)
- Drainage: FDEP/NWFWMD
- Railroad: CSX/AREMA

Environmental permitting:

- Individual Environmental Resource Permit — NWFWMD
- State 404 General Permit — FDEP

Grant funding, secured or managed by the team, if any:

- N/A



3. FIRM QUALIFICATIONS

Firm's reputation and competence, including technical education and training, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects. Demonstrated expertise and experience in utilizing various design and modeling software.

FIRM REPUTATION AND EXPERIENCE

HDR is a service-oriented firm with a strong commitment to the communities where we live and work. With over 12,000+ employee-owners, HDR supports clients in the management of complex public infrastructure projects and makes sound technical decisions. *Engineering News Record* has ranked HDR among the top 50 U.S. firms since 1976. Our diversity reflects a commitment to offering total services and, since its founding in 1917, HDR has continually broadened its fields of expertise. Today, HDR specializes in:

Transportation — Highways, railroads, rail transit, transportation planning, bridges, tunnels, and airports.

Environmental Science and Planning — Wetland planning and design for restoration, enhancement, and creation projects; ecological monitoring, natural resource inventories, land management plans, and wildlife surveys.

Water and Wastewater — Water treatment, storage and supply; dams and water control systems; stormwater management; floodplain studies; and wastewater treatment.

Construction Management — Construction observation, inspection, and documentation, compliance with plans and specifications.

Solid Waste — Solid waste management including recycling, material recovery, landfills, transfer stations, and resource recovery facilities, as well as environmental analysis associated with these projects.



HDR Rankings

No. 5 in Transportation

No. 1 in Bridges

No. 3 Pure Designers

No. 5 in Highways

As listed in the Okaloosa County RFQ General Information/Scope of Services request for qualifications, HDR has experience in 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.

HDR has the expertise and capacity to perform the full range of services listed in the RFQ.



HDR Foundation funded by employees donates bicycles to Sherwood Elementary School in Pensacola.



EXPERIENCE IN PROJECTS OUTLINED IN THE RFQ

For more than 30 years, HDR has been working extensively in Northwest Florida. Throughout our proposal, we have highlighted similar project experience. Specific accomplishments associated with our Panhandle presence include:

- PD&E Studies such as PJ Adams Parkway PD&E, Mid-Bay Connector PD&E, SR 85 PD&E, SR 123 PD&E and the Hurlburt Field PD&E;
- Multilaning designs such as PJ Adams, SR 123, and Mid-Bay Bridge Authority Connector;
- Roadway reconstruction such as CR 393 Rehabilitation, Old Antioch Road Rehabilitation, and numerous FDOT resurfacings;
- Stormwater management projects such as Okaloosa County Stormwater Master Plan and Gap Creek Watershed Study;
- Multilane bridge design at SR 79, 77, and 123;
- Solid waste studies in Okaloosa and Escambia Counties;
- Environmental assessments including wetlands permitting, wildlife surveys and biological assessments for protected species; and
- Design Build for the Antioch Interchange and the multilaning of both SR 77 and US 331.

As a result of these projects, HDR has developed strong working relationships with the various regulatory agencies including the Florida Department of Environmental Protection, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers. We have also developed relationships with regional stakeholders such as FDOT, Emerald Coast Regional Council, Mid-Bay Bridge Authority, utility owners, and municipalities.

REPUTATION AS PROVEN BY REPEAT BUSINESS

Our clients rank HDR at the top with repeat business standing at more than 80 percent. This is a key indicator of client satisfaction and confidence, a measurement that we value and work diligently to maintain. **We do things right to make great things possible.**

ADEQUATE PERSONNEL, EQUIPMENT AND FACILITIES

With access to more than 30 professionals in the HDR Pensacola and Crestview offices, backed by more than 330 transportation professional and technical staff in Florida, HDR will manage and execute work orders for this contract from our Pensacola office with statewide and company-wide support as needed to meet schedule and technical demands. HDR internally shares assignments among staff members to create a constant work flow for staff while also maintaining the capability to immediately respond to client workloads with qualified staff. It has been a system successfully used with Okaloosa County that provides responsiveness without excessive delays to scheduled deliverables.

COST ESTIMATES

HDR's involvement in both design and construction places us in a position to accurately assess construction costs, which is critical to project planning. **Below is a table showing HDR's cost estimates as compared to bid prices for three recent projects designed under the current Okaloosa County GEC contract.**

RELATED PROJECT COST ESTIMATES	HDR Cost Estimate Without Contingency	Actual Construction Cost	Difference	% Difference
PJ Adams and SR 85 Intersection Improvements	\$1,122,268	\$1,118,217	- \$ 4,051	- 0.36%
Matthew Boulevard and Commons Drive Roundabout	\$ 247,591	\$ 284,397	+ \$36,806	+ 15.00%
CR 393 Rehabilitation	\$2,540,942	\$2,402,214	- \$138,728	- 5.00%



DESIGN AND MODELING SOFTWARE

The HDR roadway design staff is experienced in the latest versions of multiple software applications including Bentley OpenRoads Designer. The list below outlines the design and modeling software used by HDR professionals. Our design teams have the knowledge needed to easily adjust to ever-changing roadway software applications with training and standards to produce quality deliverables. With over 12,000+ employee-owners across the globe, should an expert in a particular software be needed, the HDR team has the resources to find an expert, locally or across the HDR network.

PRACTICE AREA	DESIGN AND MODELING SOFTWARE
PROJECT MANAGEMENT	Office Suite 2023 Microsoft Project Adobe Acrobat
ROADWAY AND CIVIL DESIGN	OpenRoads AutoCad Civil 3D Microstation AutoTURN GuidSIGN ESRI ArcGIS
TRAFFIC	Synchro /SimTraffic Vissim/Visum Cube HCS SIDRA
STORMWATER MANAGEMENT	ICPR HEC-RAS HY-8 Ponds Geopak Drainage
WATER AND WASTEWATER	WaterCAD

Our team includes Kevin Poole, PE, who has earned his certification as an accredited OpenRoads Designer, one of the first 100 professionals to complete the required training and receive this designation.



As one example, a constant item on roadway construction projects is the creation of proposed surfaces to input into the automated software. Typically, a surface is provided by the design team. However, the contractor also creates one. For the Antioch Design-Build project, the surface created by Kevin Poole for the contractor was so accurate, the contractor simply utilized the design team surface. This type of accuracy and attention to detail greatly increases the efficiency of construction projects.



HDR has the expertise and staff to support Okaloosa County on projects which may be assigned under this contract. This table provides a brief summary of our experience under each service area.

Scope of Work	Experience Summary
Roadway Designs	HDR has completed multiple roadway projects for Okaloosa County as highlighted throughout our proposal. Experience includes PJ Adams Parkway Design, Old Antioch Road Design and CR 393 Rehabilitation.
Minor Bridges	HDR has provided premier bridge and structural design solutions on both small and large projects for several transportation departments throughout the southeast. Our structures team is experienced in FDOT bridge standards and requirements and is ready to assist in bridge or structural related improvements.
Signalizations	HDR is qualified to perform signalization studies and designs. Staff has worked on past Okaloosa intersection designs such as PJ Adams Intersection Improvements at SR 85.
Traffic Studies	HDR has supported the traffic component of the EIS for the Joint Strike Fighter for Eglin AFB. HDR prepared traffic capacity analysis utilizing regional modeling in response to FHWA comments to the PJ Adams Environmental Assessment and prepared traffic analysis for the Northwest Crestview Bypass Alternative Corridor Evaluation project (on-going).
Drainage/Stormwater	HDR completed the County's Stormwater Master Plan which has proven to accurately identify stormwater and infrastructure needs.
Erosion Control	HDR assisted the County in the development of their standard BMP's and incorporates erosion control measures into our plans.
Coastal Management	HDR maintains experienced coastal staff that have developed solutions from simple dune restorations to complex shore protection. In addition, HDR environmental staff conducted shorebird surveys for the County during beach restoration activities following Hurricane Ivan in 2004.
Environmental/Permitting	HDR has two environmental scientists and a certified environmental planner based in our Pensacola office knowledgeable in wetland delineation, mitigation planning, wildlife surveys, contamination assessments, noise studies, and NEPA documentation. HDR's local environmental staff has an active working relationship with local regulatory agencies and experience in all phases of permitting.
Solid Waste Management	Our solid waste staff has advised the County on critical landfill closure and monitoring issues along with support for contract negotiations with potential haulers.
Parks and Recreation	HDR planning and landscape design staff have experience that spans all aspects of parks, recreation, and park development. This includes the design for two multi-use paths in Okaloosa County.



Scope of Work	Experience Summary
Traffic Safety	Our HDR team designs transportation improvement projects with safety in the forefront. Multiple users of the Right-of-Way are accommodated, including pedestrians, cyclists, disabled persons, and construction workers. HDR's design team considers the roadway from the standpoint of multiple users during design and construction phases.
Grant Facilitation	HDR has worked directly with the County in the development of grant applications to multiple funding sources, including TRIP funds, Triumph grants, JPA's, NRCS, and Defense Infrastructure Grants.
Water/Wastewater	Our staff has experience with Okaloosa County systems through past assignments such as PJ Adams Parkway & SR 85 Intersection Improvements, Old Antioch Road Rehabilitation, Arbennie Pritchett WWTP WRF – Design Criteria Professional, Garniers Re-pump Station, and West Transmission Main Phases III and IV.
CEI	An active HDR construction support staff is maintained in the HDR Crestview office and has supported several Okaloosa County projects with CEI services.
Architectural and Landscape Design	HDR team has a group of experienced design professionals to provide Landscape Architecture services including landscape design, hardscape design, irrigation design, LEED and sustainable design, and subsidiary services.
Design Build	HDR has experience with several design build projects throughout the County. The most recent one is the Antioch Road improvements for FDOT District 3. HDR has also provided design services as part of a design build team for SR 77 Design Build and US 331 Design-Build. HDR also worked directly for FDOT District 3 to develop the RFP packages for the Brooks Bridge Replacement, SR 30 Elevated Roadway and the US 98 at Hurlburt Field project.
Public Involvement	HDR has given multiple presentations to the Board of County Commissioners, the City of Crestview, City of Fort Walton Beach, and the general public. HDR has public involvement support staff in the Pensacola office and extended strategic communications resources throughout Florida and the HDR network.
Facilities Management	HDR facility management staff listed on the team organizational chart have experience assisting with building engineering services for large and small projects.
Geotechnical Engineering	All roadway design projects for Okaloosa County have included geotechnical investigation. To provide the County with sufficient resources to respond to geotechnical issues, we have included two geotechnical subconsultants on our team who have experience working with the County and with HDR.
Surveying	Simple intersection surveys to countywide surveys have been completed for Okaloosa County. Our team includes two survey subconsultants who are available to support the County's survey needs.
Right-of-Way	HDR has an active ROW support group in Pensacola and throughout Florida, capable of producing right-of-way appraisals, coordinating with property owners, and justifying right-of-way needs in court if needed. Our team includes two subconsultants to support appraisals and title search requests as needed.



PROJECT MANAGEMENT

The success of each project depends on the technical expertise and management capabilities of our Project Manager Brad Collins, PE and team. Brad has over 21 years of experience in project management for a wide range of both large scale and specialty roadway, drainage design, traffic studies and design build projects. With his on-going work with FDOT District 3 and Okaloosa County, Brad has developed an in-depth working knowledge of FDOT and County processes. He also has an understanding of long-term District 3 infrastructure goals which leads to streamlined communication and coordination in solving design and construction challenges.

A prime example is the Okaloosa County Southwest Crestview Bypass, a \$200 million program. Before Task Orders were executed with Okaloosa County, regular weekly meetings were established with County staff to develop the program, including budgets and scheduling. Brad’s experience in developing and executing capital improvement programs was critical in conveying realistic timelines for components including permitting, right-of-way acquisition, and construction. HDR’s depth of resources was instrumental in developing realistic budgets. Okaloosa County staff then had a solid understanding of the time and resources necessary to execute its capital improvement plan.

Once the program began, the communication between the County and the HDR team remained strong, consistent, and open, with weekly meetings and daily contact. HDR also conducted weekly internal meetings with the team for coordination and quality reviews. Both the client and internal meetings were focused on executing the plan as it had been developed, with meetings involving a review of the developed schedule and budgets to verify the program was on track. The result is the Bypass project is currently under construction, on schedule, and the program is under budget. This same dedication to maintaining the integrity of the program has been utilized to develop the Mid-Bay Bridge Connector as well as multiple Design-Build projects throughout the Panhandle, each program with the same result, on time and under budget.

SUBCONSULTANTS

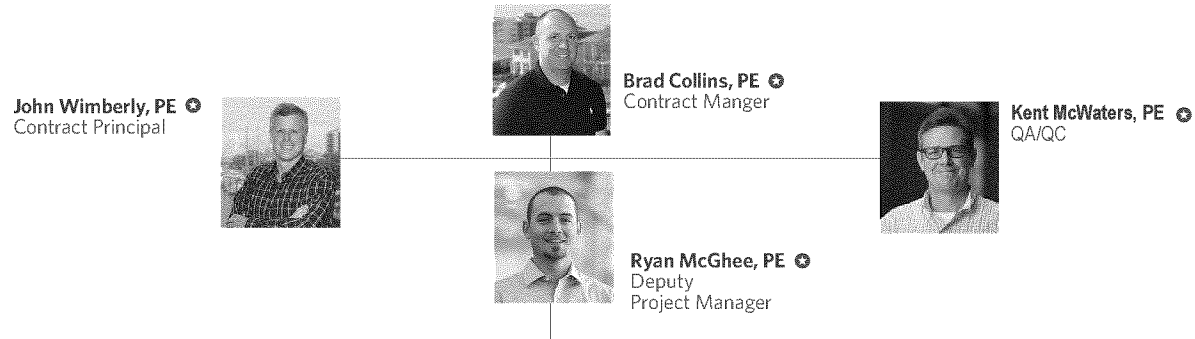
HDR has partnered with several subconsultants to provide the County with adequate resources for specialized services. HDR is utilizing two surveying and two geotechnical consultants. This will allow our team to balance the workloads of our subconsultants to provide a quicker response time for the County.

SUBCONSULTANTS	
SURVEYING	
SAM	
O’Neal Surveying & Mapping	
GEOTECHNICAL	
Larry M. Jacobs & Associates	
TIERRA, Inc.	
APPRAISALS	
Deal Consulting	
TITLE SEARCHES	
American Government Services Corporation	

The following page contains our HDR Team Organizational Chart highlighting key staff resources available to support Okaloosa County under a General Engineering Contract.

TEAM ORGANIZATIONAL CHART

HDR has a local and multi-disciplinary team of competent, experienced professionals and depth of resources that demonstrates our ability to offer the full range of services required under a general engineering and professional services contract. Team members and subconsultant partners were assembled based on our collective experience working with each other, working with Okaloosa County, individual expertise and availability.



ROADWAY DESIGN Jonathon Burchfield, PE Kevin Poole, PE Matt Horne, PE	SIGNALIZATION Jonathon Burchfield, PE	TRAFFIC STUDIES Mary Morgan, PE	ENVIRONMENTAL Mick Garrett Josey Walker
DRAINAGE/STORMWATER Frank Fu, PE Phillip Walker, PE	EROSION CONTROL Allen Vinson, PE	COASTAL MANAGEMENT M. Cameron Perry, PE	WATER/WASTEWATER Heath Hardy, PE Justin Midgette, PE
PARKS AND RECREATION William Burke, RLA	SOLID WASTE Mark Roberts, PE	FACILITIES MANAGEMENT James Reddrick, NCARB, LEED Chris Work, PE	STRUCTURES Shasta O'Donnell, PE
GRANT FUNDING Peter Ogonowski, PhD	CEI Brad Brenner, PE	PLANING/PUBLIC INVOLVEMENT Cory Wilkinson, AICP CEP	RIGHT OF WAY Donna Neeley Tina Allgyer
GEOTECHNICAL TIERRA Mitch Smith, PE Timothy Gerow, PE	LARRY M JACOBS & ASSOCIATES [SBE/VBE] Keith Jacobs, PE	O'NEAL SURVEYING & MAPPING [DBE/SBE] Mary O'Neal, PSM Mike O'Neal, PSM	SURVEYING SAM Eric Stuart, PSM
		APPRAISALS Shannon Deal	TITLE SEARCHES AMERICAN GOVERNMENT SERVICES CORP. Tammy Mehl

★ Staff located in local area who are available to meet in-person with Okaloosa County within one day notice.



4. PROPOSED PROJECT EXECUTION STRATEGY

HDR has executed over 70 task orders through Okaloosa County's Public Works Department. Though that experience we have tailored a project Scoping and Execution plan specific to the County's needs focused on clear and constant communication as well as lessons learned. Below is a step through of a typical task order from conception to completion.

SCOPE AND FEE DEVELOPMENT

The Task Order originates from discussions with the County staff and HDR Project Manager. Typically, this first conversation is over the phone to get a general idea of the scope required. For complex projects, the Project Manager and key staff meet with County staff in the field to review the project and discuss the anticipated goals/complexities of the project. The HDR Project Manager will then proceed to develop a scope and fee utilizing our subconsultants, as necessary.

The task order scope defines the objectives of the project and breaks each major component into activities with corresponding deliverables. The scope also defines responsibilities of the County for a successful project. For simplicity in tracking, each activity in the scope is detailed in the fee schedule. Therefore, if components need to be removed from the project, the County Project Manager understands the ramifications.

The task order fee is written as either Lump Sum or Limiting Amount depending on how well defined the activities are. For example, the extent of necessary wetland mitigation and utility coordination are rarely known at the time of scope writing. For some task orders in the past, HDR has written the County fees which are partially lump sum for activities that were well defined and partially limiting amount for activities which were unknown. Fees are developed based on the established rates in the contract.

Schedules are also attached to scopes and fees. Estimated and realistic timelines are given to such activities as permitting and Eglin Coordination where required. Thought is given to internal Quality Control Review times and County review time. While developing the schedule, the HDR Project Manager coordinates with the Okaloosa Project Manager to verify the major milestones of the overall program are being met.

Schedule improvements, such as eliminating a 30% submittal may be done to expedite the design.

Negotiations

The scope, fee, and schedule will be submitted to the County. The HDR Project Manager and Okaloosa Project Manager review the task order to discuss issues that may arise. Should negotiations take place, the hours for each activity are now conveniently displayed in the detailed fee estimate. If approved, the task order will be put on the Board of County Commissioners agenda for meetings which are usually on Tuesdays. Notice to proceed usually follows within 1-2 business days.

Project Execution

Once verbal approval is given and the task order is placed on the Commissioners' agenda, the project manager begins scheduling subconsultants and staff for execution. A kickoff meeting is scheduled with key project team members and Okaloosa Project Manager. This allows the Project Manager to relay last-minute concerns. The project team can also get clarification on the details of the project and supply information they have learned in the beginning stages. The schedule is reviewed and the HDR Team begins execution.

The HDR Project Manager maintains communication with the Okaloosa County Project Manager via regular phone calls to update project status. Internally, regularly scheduled meetings are held among the disciplines to provide an update on progress. The County Project Manager is always welcome to attend these meetings. Additional coordination occurs with outside stakeholders in the preliminary stages of execution including: permitting agencies, utility owners, and Eglin staff when appropriate.

A typical roadway/stormwater design project would have **submittal phases at 30%, 60%, and Final designs.** The 30% is a chance for the County to see design before too much has occurred to confirm that the design is meeting the intent. The 30% submittal also gives the County and Project Team a good idea of the utility and wetland impacts.

The **60% design** is close to a finished product as far as design elements. This allows the County the opportunity to see the final design. This submittal is also the point at which permitting and utility coordination may begin.



At both the 30% and 60% submittals, the plans are submitted electronically to the Okaloosa County Project Manager. The County reviews the plans within the designated time in the schedule and returns comments electronically. Given the complexity of the project/comments, a review meeting is scheduled in person to go through the particulars and resolve any outstanding issues.

The HDR Project Manager schedules a utility coordination meeting soon after the **60% submittal**. Prior to this meeting, the HDR Team has reached out to utility owners, one on one, to discuss the project design and share a set of plans to review and return with their proposed utility locations. Although the utility coordination meeting has its advantages, experience over the years has taught us that one-on-one coordination with each utility owner is most effective. Field meetings/project plans-in-hand walk-throughs have also been the most effective means of coordinating with utilities and identifying conflicts that may not be seen on a computer screen.

From 60% to Final Plans, the HDR Team is focused on developing quantities, permitting, utility coordination, and finalizing traffic control plans. Final plans are then delivered electronically for a final look through by County staff before submitting a signed and sealed version.

Prior to the final submittal, the HDR Project Manager is working with the County Project Manager to develop the bid package. Once the project is on its way to bid, the project team works with the chosen CEI firm and successful contractor to answer plan questions and review shop drawings. The HDR team is always available for field construction meetings and regular meetings when required by the project.

KEY PROJECT MANAGEMENT COMPONENTS

Certain components of successful project execution are applicable throughout the life of a project. These items are described in detail below:

Project Controls

HDR's approach to successfully controlling budget and schedule begins with upfront planning by the project manager to develop a scope of work and schedule that meets your requirements. The HDR team will develop a Project Management Plan (PMP) that defines key

scope items and milestone dates, identifies key contacts and lines of communication, teaming assignments, and work breakdown structure. Once the staff projection is developed with the necessary resources to execute the assignment, the project manager will develop a resource-loaded schedule. Schedules will be issued during monthly "as-needed" management meetings with Okaloosa County and the HDR Team to demonstrate that the work tasks are sufficient to deliver projects on or ahead of schedule. The PMP provides a level of continuity and standardization to facilitate time and cost-effective communications and decision-making. The PMP serves as a formal process for reviewing, evaluating, prioritizing, documenting, approving, implementing, and maintaining the various aspects of a project.

Cost Estimating

Estimating a contractor's final bid is vital to the County's success. HDR estimates the project construction costs at each phase, from scope development to final submittal. These estimates become more precise as the design is advanced. Initially, when the project is being developed, the project costs are compared to similar projects in size and complexity that were recently bid from a macro scale.

Once 30% plans are developed, the project team has a good idea of the major cost estimate items. Our project manager Brad Collins has been managing design-build projects over the last decade. Working as a design consultant for a contractor has afforded him the opportunity to focus on the major cost items that dominate the project bid. At 30%, rough estimates of the major quantities are developed for the project. These quantities are estimated, and a percentage of the overall cost estimate is determined.

Once rough quantities are developed, unit prices must be determined to complete an estimate. A typical FDOT project utilizes historical unit prices based on 6 or 12 month averages of FDOT bid prices. However, the HDR Team has noticed this does not correlate well to Okaloosa County bid projects. The method utilized by HDR which has been successful for Okaloosa County involves finding the unit prices on recently bid projects both by Okaloosa County and FDOT. These projects must be somewhat equivalent in size and scope to have value.



These unit prices are then adjusted based on the following factors:

- **FDOT vs County Projects:** we have discovered that certain bid items traditionally bid higher on FDOT projects vs. County projects, most likely due to FDOT rigid standards and uniform practices.
- **Economies of Scale:** As the quantity of items such as asphalt or concrete pavement goes up on a project, the unit price goes down.
- **Ease of Construction:** Factors are included to the price to account for difficulty of construction. A roadway on new alignment has a much lower unit price for earthwork than a roadway with widening next to and between live traffic.
- **Pricing Trends:** The HDR team reviews the last 18-24 months of bid tabs on similar type projects. This allows us to notice pricing trends, up and down. We can then add some type of contingency to these numbers.

As we move **past 60% and Final Plans**, the cost estimate is updated. As new projects are bid similar in nature, the HDR Team reviews the bids to determine if unit prices need to be adjusted. Once final plans are available, quantities and unit prices are finalized for estimation. This entire process is discussed with the Okaloosa County Project Manager to relay the assumption made for each estimate.

QUALITY CONTROL

HDR's focus on quality is a mindset shared by every member of our team. It starts by clearly understanding expectations and making a commitment to meeting them with every deliverable. HDR's Quality Program focuses on the proactive use of QA procedures, coupled with comprehensive QC reviews of program deliverables to verify the scope, schedule, budget, and deliverables are consistent with program goals. We will prepare a project-specific QA/QC plan, outlining the independent subject matter experts and review of deliverables. Subconsultants are required to employ similar quality review processes. Monitoring and managing a continuing service contract involves measuring progress toward the objectives, evaluating what needs to be done to reach the objectives and taking appropriate actions. Through our experience on similar contracts and projects, HDR has recognized the need for QA/ QC procedures that address Service

Delivery and Product Deliverables. A two-tiered approach to Product Quality Control and Process Quality Control is critical because how a service is provided can be of equal importance to the product delivered. It also establishes that Okaloosa County will receive quality service across the board.

Our Product Quality Controls include a thorough review process, tailored to the task and level of effort, including:

- Reviews performed by qualified, discipline-specific professionals. These designated project specific QC staff will not have been involved in the development and production of the deliverables they are reviewing. The review will follow a formalized procedure and will be scheduled to provide sufficient time to incorporate appropriate revisions prior to formal submittal.
- Completeness Reviews will also be performed for larger assignments to verify the deliverable's format meets requirements, appropriate calculations have been performed correctly and that required scope elements are included.

HDR embraces and practices a **Drive to Zero** philosophy that focuses on how to hold ourselves accountable to quality standards in what we do. It's shared practices and procedures like our detailed project specific Quality Control Plan (QCP) that are a cornerstone to our approach. Our QCP provides details regarding the staff resources to be assigned and the quality processes and documentation that will be produced for work assignments. The QCP will also provide detailed information on the quality processes each of our subconsultants will use. HDR will monitor each subconsultant's compliance with their QC plans to verify that deliverables meet HDR and Okaloosa County requirements.

SUBCONSULTANT MANAGEMENT

For this contract, HDR has expanded its project team to include six consultants, including two survey and two geotechnical subconsultants. These firms are trusted team members which have partnered with us on major projects. The duplicity of subconsultants allows us to meet schedule constraints by utilizing the appropriate subconsultants based on availability and expertise. The following processes are implemented to manage our subconsultant team members:



Schedule Coordination: Each subconsultant prepares its individual schedule to be included in the overall project schedule. Adjustments are made in coordination with the subconsultant.

QA/QC Plan: Each task order requires a project specific QA/QC Plan.

Bi-Weekly Status Report: Subconsultants are required to submit bi-weekly status reports.

Weekly Conference Call: For major projects, the subconsultants are required to attend the HDR weekly production conference calls.

Finally, it is the HDR project manager's duty to maintain communication with the subconsultants during project execution. Ultimately, HDR will have the contract with Okaloosa County, with the subconsultants acting as an extension of HDR. Therefore, HDR's Project Manager is responsible for the subconsultant maintaining schedule and quality deliverables.

COMMUNICATION

Ultimately, the success of a project comes down to how uniform the expectations are among the HDR Team and the Client. The key to obtaining a singular mindset among the participants is effective communication, most notably from the Project Manager. Our project manager, Brad Collins has served the County for the last 20 years and has steadily increased his role on County projects.

Brad served as project manager for the Southwest Crestview Bypass project and was an integral part of the weekly meetings with the County during the preliminary development and execution of the program. He also has served the County through multiple task orders focusing mostly on roadway and stormwater design. Through his experience with the County, Brad has developed a proactive approach to project management, focusing on constant communication with County staff.

Recently, on a construction project within the County, he was notified of a problem with the Temporary Traffic Control scheme on an important County roadway, Live Oak Church Road. This issue would have set the project schedule behind if not addressed quickly. Brad immediately secured the appropriate HDR resources to review the issues and responded back to the County of the steps going forward. By the following business day, Brad had met individually with the Contractor and

CEI for the project to develop a modified plan, informing the County with each meeting. By the second business day, a new plan had been developed and he organized a face to face meeting with County staff, CEI, and Contractor to hash out the small details of the plan and generate action items for the entire group. The project will remain on schedule.

Every project, setback, design decision, and schedule modification has been and will be approached in this same manner. Collaborative communication is the most effective way to lead a program. As Project Manager, Brad Collins, will continue to lead our HDR Team with this proactive approach as we serve Okaloosa County.

AVAILABILITY

Our project team is based out of Pensacola, less than an hour drive from the County's office. When problems arise on a project, our Team values seeing the issue in person and discussing the problems face to face. In-person meetings expedite the decision-making process and reduce the chances of misunderstandings. For complex projects such as the Southwest Crestview Bypass, the HDR team held weekly meetings with County staff in person at the County's offices. These meetings were the backbone of the successful project. As those projects have developed into construction, our HDR CEI group has continued to meet weekly with Okaloosa County staff while the design team is available on an as-needed basis.

For smaller projects, standing weekly meetings aren't necessary. However, constant contact and communication is. Our HDR Project Manager is the link from HDR to the County Project Manager. Standard design kickoff, design review, permitting, and utility meetings are scheduled and attended. However, recognizing the need for quick action and decisions is a critical skill of our Project Manager. Showing up to handle the issues quickly makes a difference in a successful project.



5. SCHEDULE AND BUDGET

For each of the projects provided in the “Past Record” section, explain if the project met established scheduling and budgetary requirements and provide a valid client contact for each project.

The five projects detailed in Section 2 had unique challenges. I-10/US 29 was focused on detailed roadway design, while Cervantes Pedestrian Improvements and Hollice T. Williams Skatepark involved significant public engagement which could potentially add components to the project impacting both schedule and budget. The constant among these five of the projects is that **a clear understanding of what to expect in the scope development phase as well as consistent communication during execution resulted in successful projects that were delivered on time and within budget.** The schedule and budget sections below describe HDR’s actions to deliver these projects.

SCHEDULE

The **Southwest Crestview Bypass** was the most significant project concerning schedule development. This project is currently under construction and on schedule, but the steps taken to get to this point are important. The beginning of this project was weekly meetings between HDR and Okaloosa County planning out every step necessary to complete the project. Each step was scheduled and budgeted by competent experts in every field and the overall schedule was maximized to deliver the project as quickly as possible. Two critical adjustments made by the HDR Team to the typical project schedule are detailed below:

Permitting: Although permitting agencies are not held to a particular response time, the HDR team modified the design process to submit the wetland permits earlier than normal to allow extra response time for the permitting agency.

During preliminary analysis, it became clear that Phase V of the project would qualify for a general wetland permit which typically resulted in much quicker review times for agencies. Therefore, Phase V and East-West Connector were submitted as two plan sets and two permits separately to keep the project on schedule should the East-West Connector permit fall behind.

Real Estate: Real Estate negotiation can slow down an accelerated schedule. To address R/W issues, HDR modified the design process to establish R/W lines earlier in the design process so R/W Mapping and Real Estate Acquisition could proceed while the design was being finalized.

Live Oak Church Road was a particular challenge concerning schedule. The project was funded by an FDOT appropriation which had a deadline of construction finalization. During the scope development, HDR reviewed the appropriation and identified the bridge widening as an issue. The FDOT funds could not be utilized for the widening of that bridge, as it was not on the FDOT approved products list. HDR coordinated with Okaloosa County to develop a modified schedule which would allow the bridge to be widened and also extend the deadline for the FDOT appropriation funds. The project is currently in construction.

Cervantes Street Improvements called for consistent public engagement. At the time of scope development, the goal of the project was clear, while the components of the design were not. Those would be developed from input from the local users and local agencies (City and County). Monthly meetings were established with both

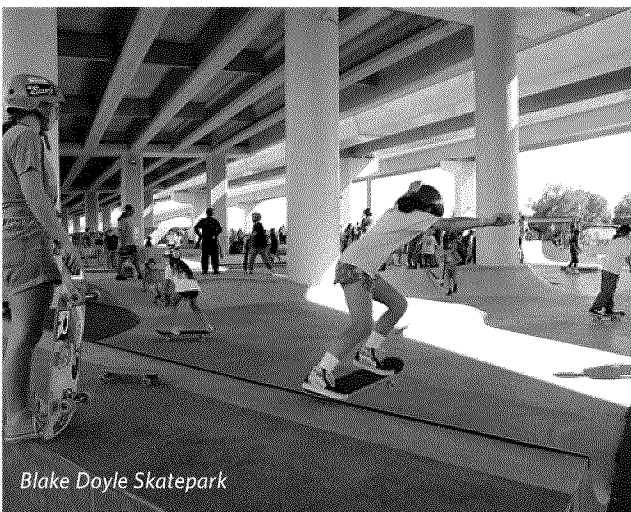


Southwest Crestview Bypass



City and County officials. Additionally, pop up meetings and small group meetings were held with certain communities along the alignment. The schedule was developed from the beginning to prepare for changes to the design. Landscaping, select pedestrian median barriers, median openings, signal location, and additional traffic calming measures were modified from the preliminary design to the end design. However, the project schedule remained consistent.

Hollice T. Williams Stormwater Park - The design of the Hollice T. Williams Stormwater Park was funded by a RESTORE grant. The project kicked off as the COVID-19 pandemic was in full swing in mid-2020. In order to keep the project on schedule while acquiring the necessary information from the public, HDR worked with our Strategic Communications group to provide an interactive project website, electronic public surveys, in-house video productions, and a COVID-friendly outdoor public engagement meeting. The data collected from the public informed the park design and allowed the project to meet the October 2022 grant deadline. The Blake Doyle Community Skatepark component of this project included similar methods of public involvement and was accelerated since construction was already funded. Construction of the 25,000 square foot skatepark remained on-schedule even with additions to the project outside HDR's design scope of work and constant access coordination with the adjacent active community garden. A ribbon cutting ceremony was scheduled by the City several months in advance of the scheduled construction closeout. The project successfully received certificate of occupancy prior to the event as scheduled in May 2023.



BUDGET

Each of the five highlighted projects had differing cost estimating methods. FDOT projects consistently utilize historical costs from data obtained over the last 6-12 months, while County projects require much more analytical approaches to arrive at a good estimate. HDR understands the County's need for accurate cost estimates. FDOT has funds available for cost overruns. However, the County must operate within its finite budget.

Live Oak Church Road was a prime example of developing a cost estimate to serve the County's needs. As detailed in Section 2, the cost estimate was updated regularly with recent data and modified at every submittal. These estimates were relayed to the County along with explaining the data behind them. In the end, the project was bid within 5% of the final bid. The following table shows the cost estimates vs the final cost. The outlier in the table is the Southwest Crestview Bypass. The savings realized from a new alignment roadway were difficult to predict. Given the recent historical data, HDR developed a conservative estimate so the County could be prepared.

Design of the **Hollice T. Williams Stormwater Park** included many unique features which required more than a typical approach to cost estimating for site work. HDR was able to utilize our network of specialty cost engineers using the latest national, regional, and local data to determine an estimate of probable cost. The Stormwater Park project has yet to be bid, but the cost data is being used by the City to apply for several sources of grant funding for the project. The Blake Doyle Skatepark component utilized a team of experienced subconsultant skatepark designers and builders for the construction cost estimate which was \$1.54 million, with a low bid at \$2.08 million. The bid was approximately 26% higher during a time when bids were consistently coming in over 50% higher than estimates industry-wide for the local area. The skatepark construction finished under budget for the work designed by the HDR team. These examples show that including the appropriate resources during design and cost estimating can provide significant benefits to our clients.

Cost estimates and client contacts on the following page.



COST ESTIMATES AND CLIENT CONTACTS

Project	HDR Cost Estimate without Contingency	Const. Cost	Difference	% Difference
Live Oak Church Road	\$ 3,959,737	\$ 4,140,989	+\$ 181,252	+ 4.38 %
Cervantes Street Pedestrian Imp.	\$ 6,966,659	\$ 6,990,180	+\$ 23,521	+ 0.34 %
I-10 at US 29 Improvements	\$220,699,053	\$236,284,147	+\$ 15,585,094	+ 7.06 %
Hollice T Williams Stormwater Park	\$ 25,195,355	Estimate only. No construction bid.	n/a	n/a
Southwest Crestview Bypass	\$ 66,900,000	\$43,964,475	-\$ 22,935,525	- 34.28 %

PROJECT	REFERENCE
Live Oak Church Road	Roy Petrey Okaloosa County Public Works 850-689-5772 rpetrey@myokaloosa.com
Cervantes Street Pedestrian Improvements	Tommy Johns Consultant Project Manager 850-526-2040 tommy@aldayhowell.com
I-10 at US 29 Improvements	Eric Saggars, VP, PE FDOT District 3 Project Manager 850-849-3278 esaggars@hntb.com
Hollice T Williams Stormwater Park	Terri Berry, PMP Escambia County 850-595-3421 Terri_berry@myescambia.com
Southwest Crestview Bypass	Jason Autrey Okaloosa County Public Works 850-689-5772 jautrey@myokaloosa.com



We understand the importance of meeting budgets and project schedules.

Often the most challenging aspect of a project is keeping it moving forward efficiently and on budget. Diligence, flexibility, credibility and tact are needed to work through potential delays or cost issues. The HDR Team is experienced in working with Okaloosa County and understands the policies, procedures, standards of expected work, and overall organizational structure. This background knowledge adds to our capabilities to respond to any project challenges in the most efficient and effective manner possible.



6. REGULATORY AND GRANT EXPERIENCE

Submittal demonstrates a history of compliance with permitting requirements working with the following agencies: FDOT, FDEP, NFWFMD, USACE, and Eglin AFB in the capacity as an agent attempting to obtain permits and approval. In the extent of experience and past performance with grant/loan programs promulgated by FDEP, FDOT, FDEO, NFWFMD, EDC, SRF, USDA and other agencies.

PERMITTING

HDR’s local environmental staff has active and trusted relationships with the various regulatory agencies and environmental stakeholders in our area, such as DEP, USACE, NFWFMD, USFWS, FFWCC, Eglin AFB, Hurlburt Field, the Nature Conservancy, and NMFS. As former DEP employees, Mick Garrett and Josey Walker maintain regular contact with the local regulatory agencies necessary to provide real-time knowledge of the ever changing environmental regulations. Over the years, HDR’s local environmental staff have consulted on, prepared, submitted, and obtained permits for many projects on behalf of Okaloosa County. Some of those projects include Airman’s Memorial Parkway, Gap Creek Improvements, P.J. Adams Intersection at SR 85, Old Antioch Road, Live Oak Church Road Realignment, CR 393 from US 90 to Poverty Creek Road, Airport Road, Fairchild Road, and Lake Ella Road.

On behalf of the Mid-Bay Bridge Authority and in cooperation with Okaloosa County, Eglin Air Force Base, and numerous resource agencies, HDR helped support the delisting of the Okaloosa Darter which was a previously endangered fish species local to Okaloosa County.

HDR tailors each permitting approach specific to the project based on the County’s objectives. For the Southwest Crestview Bypass, schedule was of utmost importance. HDR established wetland impacts and submitted the wetland permits at the 15% design stage. This allowed the permitting clock to begin while the design was being completed and thus reduced the overall project time.

For smaller projects, HDR’s in-depth knowledge of the permitting requirements has allowed the County to modify designs to meet the functional need of the project while not requiring wetland mitigation.

GRANT APPLICATIONS

Limited capital project funding sources usually cannot provide for all desired infrastructure projects. Many well-deserving projects are routinely supported but are difficult to fund when compared to more pressing regional needs. Coordinated grant writing is one mechanism that the County can utilize to leverage local funds and provide a greater return for the community.

HDR has written or facilitated grant applications for transportation, watershed protection, parks and recreation, community planning and historic preservation projects. HDR staff knows each respective reviewing agency’s areas of interest, processes and procedures, and has established professional relationships with staff in many agencies. This allows us to tailor grant packages for timely approval. During our experience with Okaloosa County, HDR has supported multiple grants which provided funding for infrastructure projects.

HDR PROVIDED GRANT ASSISTANCE FOR OKALOOSA COUNTY
Defense Infrastructure Grant for the Interchange at Hurlburt Field
TRIP Funding for PJ Adams under LAP Agreement
Various NRCS Grants for Emergency Watershed Protection
FDEP Grant for Gap Creek Improvements
Recycling Program Grant Application
Triumph Grant Application for Southwest Crestview Bypass



7. BUSINESS CREDENTIALS AND OTHER

Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any subconsultant to perform the work. Indicate whether the firm and/or any subconsultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.

Proof of License/Certification: State of Florida HDR Engineering, Inc.

LICENSEE DETAILS

Licensee Information

Name: HDR ENGINEERING, INC. (Primary Name)
 Main Address: 7917 S. GTH STREET
 City: OMAHA, Nebraska 68106
 County: OUT OF STATE

License Information

License Type: Registry
 License Number: 4213
 Status: Current
 License Date: 08/16/1995
 Expiration: 08/16/1995

Special Qualifications

Qualification Effective: [Blank]

Division of CORPORATIONS
 an official State of Florida website

Department of State | Division of Corporations | Search Records | Search by Entity Name

Entity: HDR

Detail by Entity Name

Foreign Profit Corporation
 HENNINGSON, DURHAM & RICHARDSON, INC.

Cross Reference Name

HDR, INC.

Filing Information

Document Number: F1900004421
 FEIN Number: 47-0603758
 Date Filed: 10/03/2016
 State: DE
 Status: ACTIVE
 Last Event: AMENDMENT
 Event Date Filed: 06/03/2022
 Event Effective Date: NONE

SAM (Survey)

Professional Surveyor and Mapper Business License
 Under the jurisdiction of Chapter 473, Florida Statutes.

License No. 1187908
 Expiration Date: February 28, 2023

nicole fried

O'Neal Surveying & Mapping [DBE/SBE]

Professional Surveyor and Mapper Business License
 Under the jurisdiction of Chapter 473, Florida Statutes.

License No. 1187718
 Expiration Date: February 28, 2023

nicole fried

TIERRA (Geotechnical)

State of Florida Department of State

I certify from the records of this office that TIERRA, INC. is a corporation organized under the laws of the State of Florida, filed on November 20, 1992. The document number of this corporation is P9200006561.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/inform business report was filed on January 4, 2023, and that its status is active.

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

Larry M Jacobs & Associates [SBE/VBE] (Geotechnical)

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT
 DOCUMENT# 500000

FILED
 Jan 30, 2023
 Secretary of State
 8637912665 CC

Entity Name: LARRY M. JACOBS AND ASSOCIATES, INC.
Current Principal Place of Business:
 328 EAST OAKDEN STREET
 PENSACOLA, FL 32501

Current Mailing Address:
 328 EAST OAKDEN STREET
 PENSACOLA, FL 32501 US

FEI Number: 59-1668174

Name and Address of Current Registered Agent:
 JACOBS, HEITH V
 328 EAST OAKDEN STREET
 PENSACOLA, FL 32501 US

Officer/Director Detail:

Title	FD, PRESIDENT	Title	S
Name	JACOBS, HEITH V	Name	JACOBS, LARRY M
Address	328 EAST OAKDEN STREET	Address	328 EAST OAKDEN STREET

Deal Consulting (Appraisals)

LICENSEE DETAILS

Licensee Information

Name: DEAL CONSULTING'S SERVICES INC
 Main Address: 852 FAULING WATERS ROAD
 City: CHARLEY, Florida 32828
 County: HENNINGSON

License Information

License Type: Certified General Appraiser
 License Number: 02049890
 Status: Current
 License Date: 06/20/2000
 Expiration: 01/30/2024

American Government Services (Title Searches)

LICENSEE DETAILS

Licensee Information

Name: AMERICAN GOVERNMENT SERVICES CORP (Primary Name)
 Main Address: 3815 WEST LIBERTY AVE
 City: TAMPA, Florida 33618
 County: HILLSBOROUGH

License Information

License Type: Real Estate Corporation
 License Number: 00085826
 Status: Current
 License Date: 01/01/2007
 Expiration: 03/31/2024



STATE OF FLORIDA PROFESSIONAL LICENSE/REGISTRATION

The following table includes our key personnel professional license registrations for the State of Florida. All licenses are active and can be verified online at www.myfloridalicense.com.

KEY STAFF	STATE OF FLORIDA LICENSE
HDR	
John Wimberly, PE	PE # 58814
Brad Collins, PE	PE # 68603
Ryan McGhee, PE	PE # 85398
Kent McWaters, PE	PE # 45443
Jonathon Burchfield, PE	PE # 68451
Kevin Poole, PE	PE # 75513
Matt Horne, PE	PE # 90757
Mary Morgan, PE	PE # 73125
Frank Fu, PE	PE # 49940
Phillip Walker, PE	PE # 87701
William Burke, RLA	RLA # LA6666693
Mark Roberts, PE	PE # 54187
Heath Hardy, PE	PE # 75444
Justin Midgette, PE, BCEE	PE # 72904
Brad Brenner, PE	PE # 72163
Allen Vinson, PE	PE # 72543
Shasta O'Donnell, PE	PE # 65191
Chris Work, PE	PE # 83934
LARRY M. JACOBS & ASSOCIATES, INC.	
Keith Jacobs, PE	PE # 66577
TIERRA, Inc.	
Mitch Smith, PE	PE # 43416
Timothy Gerow, PE	PE # 74691
O'NEAL SURVEYING & MAPPING	
Mary O'Neal, PSM	# LS6414
Mike O'Neal, PSM	# LS6027
SAM	
Eric Stuart, PSM	# LS6707

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

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

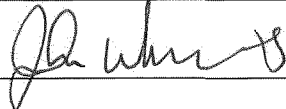
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: X _____

NAME(S) POSITION(S)

FIRM NAME: HDR Engineering, Inc.

BY (PRINTED): John Wimberly, PE

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: 25 West Cedar Street, Suite 200

Pensacola, FL 32502

PHONE NUMBER: 850.429.8926

E-MAIL: john.wimberly@hdrinc.com

DATE: 11/28/2023

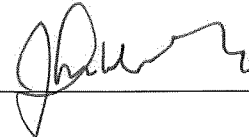
RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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: 11/28/2023

SIGNATURE: _____



COMPANY: HDR Engineering, Inc.

NAME: _____

John Wimberly, PE

ADDRESS: 25 West Cedar Street, Suite 200
Pensacola, FL 32502

TITLE: _____

Vice President

E-MAIL: john.wimberly@hdrinc.com

PHONE #: 850.429.8926

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

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

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

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

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

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

I, John Wimberly representing HDR Engineering, Inc. on this 15th day of November 2023, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.


Signature Company Name

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.

HDR Engineering, Inc.

Proposer's Company Name



Authorized Signature – Manual

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

Physical Address

John Wimberly, PE

Authorized Signature – Typed

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

Mailing Address

Vice President

Title

850.429.8926

Phone Number

850.432.8010

FAX Number

850.525.7069

Cellular Number

After-Hours Number(s)

11/28/2023

Date

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
Addendum 1	11/7/2023

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: HDR Engineering, Inc.

Physical Address & Phone #: 25 West Cedar Street, Suite 200
Pensacola, FL 32502
850.429.8926

Contact Person (Typed-Printed): John Wimberly, PE

Phone #: 850.429.8926

Cell #: 850.525.7069

Federal ID or SS #: 47-0680568

DUNNS/SAM #: 173364006

Respondent's License #: FL PE: 58814

Additional License – Trade and Number

Fax #: 850.432.8010

Emergency #'s After Hours,
Weekends & Holidays: 850.525.7069

DBE/Minority Number:

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: HDR Engineering, Inc.

Entity Address: 25 West Cedar Street, Suite 200, Pensacola, FL 32502

Sam.gov Unique Entity Identifier: PM49MDA4NVK5

CAGE Code: 4T3X9

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Okaloosa County Public Works | Live Oak Church Road
1759 S. Ferdon Blvd. Crestview, FL 32536

Contact Person: Roy Petrey Telephone # (850) 689-5772

*Email: rpetrey@myokaloosa.com

2. Owner's Name and Address: Tommy Johns, Consultant Project Manager | Cervantes St. Improv.

Contact Person: Tommy Johns Telephone # (850) 526-2040

*Email: tommy@aldayhowell.com

3. Owner's Name and Address: FDOT District 3 | I-10 at US 29 Improvements
1074 Highway 90 East, Chipley, FL 32428

Contact Person: Eric Saggars, VP, PE Telephone # (850) 849-3278

*Email: esaggars@hntb.com

4. Owner's Name and Address: Escambia County | Hollice T Williams Stormwater Park
3363 West Park Place Pensacola, FL 32505

Contact Person: Terri Berry, PMP Telephone # (850) 595-3421

*Email: terri_berry@myescambia.com

5. Owner's Name and Address: Okaloosa County Public Works | Southwest Crestview Bypass
1759 S. Ferdon Blvd. Crestview, FL 32536

Contract Person: Jason Autrey, Director Telephone # (850) 689-5772

*Email: jautrey@myokaloosa.com

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:

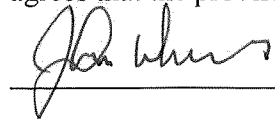
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

John Wimberly, Vice President Name and Title of Contractor's Authorized Official

11/28/2023 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 HDR Engineering, Inc.
2. This sworn statement is submitted by John Wimberly, PE whose business address is: 25 W Cedar St, Ste 200, Pensacola, FL 32502 and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 47-0680568
3. My name is _____ and my relationship to the entity named above is _____

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: 11/15/23 Signature: [Handwritten Signature]

STATE OF: FLORIDA

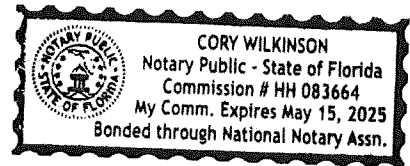
COUNTY OF: ESCAMBIA

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 15th day of NOVEMBER, in the year 2023.

My commission expires: MAY 15, 2025

Notary Public

CORY WILKINSON
Print, Type, or Stamp of Notary Public



Personally known to me, or Produced Identification:

NA
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

John Wimberly, PE Vice President

Printed Name and Title of Authorized Representative


Signature

11/28/2023

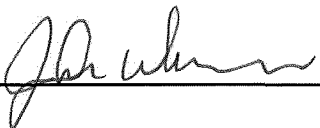
Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate HDR Engineering, 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: 11/28/2023

SIGNATURE: 

COMPANY: HDR Engineering, Inc.

NAME: John Wimberly, PE

(Typed or Printed)

ADDRESS: 25 W Cedar Street, Ste 200

TITLE: Vice President

Pensacola, FL 32502

E-MAIL: john.wimberly@hdrinc.com

PHONE NO.: 850.429.8926

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 (Pub L 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 (FAPIIS)(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 (FAPIIS) 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 John Wimberly on behalf of HDR Engineering, 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: 11/28/2023

SIGNATURE: 

COMPANY: HDR Engineering, Inc.

NAME: John Wimberly, PE

ADDRESS: 25 W Cedar Street, Ste 200
Pensacola, FL 32502

TITLE: Vice President

E-MAIL: john.wimberly@hdrinc.com

PHONE NO.: 850.429.8926

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-

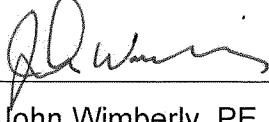
- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- (ii) Construction;
 - (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 on behalf of HDR Engineering, 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: 11/28/2023
COMPANY: HDR Engineering, Inc.
ADDRESS: 25 W Cedar Street, Ste 200
Pensacola, FL 32502

E-MAIL: john.wimberly@hdrinc.com
PHONE NO.: 850.429.8926

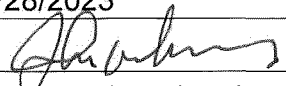
SIGNATURE: 
NAME: John Wimberly, PE
TITLE: Vice President

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: 11/28/2023SIGNATURE: COMPANY: HDR Engineering, Inc.NAME: John Wimberly, PETITLE: Vice President**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: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

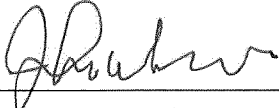
TITLE: _____

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>11/28/2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>HDR Engineering, Inc.</u>	NAME:	<u>John Wimberly, PE</u>
ADDRESS:	<u>25 W Cedar Street, Ste 200</u>		<u>(TYPED OR PRINTED)</u>
	<u>Pensacola, FL 32502</u>	TITLE:	<u>Vice President</u>
PHONE #:	<u>850.429.8926</u>	E-MAIL:	<u>john.wimberly@hdrinc.com</u>



RESPONSE DOCUMENT #18: Certificate of Good Standing Provided For The State of Florida

***State of Florida
Department of State***

I certify from the records of this office that HDR ENGINEERING, INC. is a Nebraska corporation authorized to transact business in the State of Florida, qualified on June 20, 1985.

The document number of this corporation is P06487.

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

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of July, 2023*




Secretary of State

Tracking Number: 4463494452CU

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

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