

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/24/2020

Contract/Lease Control #: C20-2951-TDD

Procurement#: RFQ TDD 13-20

Contract/Lease Type: AGREEMENT

Award To/Lessee: MOTT MACDONALD FLORIDA, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/21/2020

Expiration Date: 07/20/2023 W/ RENEWALS

Description of: DESIGN SERVICES AT VETERANS PARK

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/23/2021

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

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

PRODUCER
 Willis of New Jersey, Inc.
 c/o 26 Century Blvd
 P.O. Box 305191
 Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center	
PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com	

INSURED
 Mott MacDonald Florida, LLC
 Hatch Mott MacDonald Florida, LLC
 111 Wood Avenue South
 Iselin, NJ 08830

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Fireman's Fund Insurance Company	21873
INSURER B: American Automobile Insurance Company	21849
INSURER C: Travelers Property Casualty Company of Ame	25674
INSURER D: National Surety Corporation	21881
INSURER E: Lloyd's Syndicate 2488	B6155
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W21324661 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		Y	USC016868210	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> OTHER:		Y	SCV010281-21-01	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 1000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-08634559-21-NF	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A Y	SCW018893-21-01	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.			B080120388P21	06/30/2021	06/30/2022	Per Claim \$1,000,000 Per Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract numbers ~~2021-2022-01~~ and ~~2021-2022-02~~
 Okaloosa County Board of County Commissioners is included as An Auto Liability as per written contract or agreement.
 Waiver of Subrogation applies in favor of Okaloosa County Board.
CONTRACT#: C20-2951-TDD
MOTT MACDONALD FLORIDA, LLC
DESIGN SERVICES AT VETERANS PARK
EXPIRES: 07/20/2023 W/RENEWALS

<p>CERTIFICATE HOLDER</p> <p>Okaloosa County Board of County Commissioners 302 N. Wilson St., Suite 302 Crestview, FL 32536</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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**AMENDMENT NO. 1
CONTRACT FOR MOTT MACDONALD FLORIDA, LLC
CONTRACT #C20-2951-TDD**

This First Amendment made and entered into this 5th day of January, 2021, hereby amends contract C20-2951-TDD, dated July 21, 2020, by and between Okaloosa County, Florida (hereinafter the "County") and Mott MacDonald Florida, LLC. (hereinafter the "Consultant").

WHEREAS, on July 21, 2020, the County and Consultant entered into a Contract, C20-2951-TDD, to provide design services for Veterans Park (the "Contract"); and

WHEREAS, as procured and as expressly provided for in the Contract, after the Preliminary Design known as PHASE I is completed, it allows for the Contract to be amended the Contract to include PHASE II -III which allow for Final Design and Limited Bid Phase Services; and

WHEREAS, the Consultant has completed the tasks under PHASE I of the Project; and

WHEREAS, the parties now determine it to be in the best interest of the County to amend the Contract to add PHASE II and III, Final Design and Limited Bid Phase Services, into the Contract.

NOW THEREFORE, in consideration of the mutual covenants herein and the other good and valuable consideration, the parties hereby agree to amend Contract C20-2951-TDD as follows:

Add the following to Exhibit B:

PHASE 2 – FINAL DESIGN with LIMITED BID PHASE ASSISTANCE

Consultant (Mott MacDonald Florida, LLC) to provide final design development, final construction documents, and limited bid phase support of Veterans Park on Okaloosa Island based on the County's preferred alternative selected in Phase I, included as Attachment A. The project consists of living shoreline construction, upland and wetland community enhancements, recreational improvements, and a women veterans memorial area along with other site enhancements. Excluded from this scope are the design of the pier structure or dock expansion, construction phase support, post-construction coastal restoration monitoring.

Task 1 – Data Collection

Consultant will perform data collection relevant to bathymetric, topographic, and seagrass surveys, in addition to contracting geotechnical engineering services required for coastal, structural, and site design.

1.1 Bathymetric and Topographic Survey

Topographic and tree surveys will be performed on those portions of the site necessary for the design and construction of the project scoped herein plus portions where future expansion might take place.

Topographic survey will include the collection of horizontal and vertical position data for all visible, apparent features.

Bathymetric surveys will be acquired at eleven (11) cross-sectional transects along to the nearshore area. The transects will extend approximately 450 feet to 1,800 feet, from elevation 3 feet on shore into the intracoastal waterway, at sections perpendicular to the likely alignment of a living shoreline.

1.2 Seagrass Survey

Seagrass surveys will be conducted during the main growing season between April 1 and October 31. The survey will include seagrass distributions by species within the living shoreline project boundaries (including breakwater, seagrass recruitment area, and saltmarsh area according to the permit drawings dated February 2017).

1.3 Geotechnical Investigation

Consultant will subcontract geotechnical engineering services to perform site investigation, laboratory analysis, and a report of recommendations. The investigation includes three standard penetration test (SPT) borings at 20-foot depth for stormwater design. Information will include basic infiltration/percolation data. Proposed land structures will require two SPT borings at 20-foot depth and 10 SPT borings at 40-foot depth. Borings for statues and honor wall will include allowable bearing pressure and coefficient of friction. Borings for the boardwalk (pile supported) areas will include compression, tension, and lateral capacities for timber piles (8-, 10-, and 12-inch) and precast concrete piles (10- and 12-inch). The investigation also includes two SPT borings at 45-foot depth related to breakwater design which include allowable bearing pressure.

Task 2 – Final Design and Construction Documents

Consultant will prepare 60% and 100% design and construction documents based on the Okaloosa County Veterans Park concept approved in Phase I.

2.1 60% Design and Construction Documents

The 60% design effort will incorporate Phase I determinations and involve collaboration across multiple disciplines within two focus areas: Coastal/Environmental and Park/Uplands.

Coastal/Environmental Design Tasks

The Coastal/Environmental scope includes design of the proposed breakwater, coastal strand element, and salt marsh element. Upland restoration in the boardwalk area of the project is also included in this task. The basis of design for these features was presented in the permit drawings. 60% design and analysis of permit requirements, to include permit modifications, will be completed in this task.

- Coastal engineering will include wave and circulation modeling, shoreline change rates, and sediment transport.
- Environmental/permitting tasks will require coordination and communication with the permitting agencies to identify and submit required permit modifications.
 - No new FDEP permit is anticipated; any minor changes will be reflected within a modification to existing FDEP Environmental Resource Permit 0210188-004-EI/46
 - No permit modifications anticipated to existing USACE Permit No. SAJ-2012-02569-EP
- An engineering analysis memorandum outlining the methodology and findings of the coastal engineering analysis will be performed along with 60% Design to be reviewed and agreed prior to 100% Design.

Park/Uplands Design Tasks

The Park/Uplands scope includes design of the Veterans Park plaza hardscape (with an Honor Wall and flag display); foundations and pedestals for eight statues; two public accessways; landscaping and irrigation; miscellaneous hardscape (seating, pavers, sidewalk) and boardwalk based on the Phase I concept. Additional sidewalk will also be included from the east gate (gate in corner of parking lot to the bird rookery) to the central/main accessway, located north of and adjacent to the existing fence between parking lot and stormwater pond. Lighting will be designed for selected plaza hardscape and statue elements.

- **Civil/Site development**
 - Stormwater elements will include design for capturing, treating, and attenuating stormwater as required by Environmental Resource Permitting (ERP)
 - Final grading and geometric layout of all infrastructure elements of the project
- **Environmental/permitting and uplands restoration**
 - Coordination and communication with FDEP
 - Major modification of existing FDEP Environmental Resource Permit 0210188-004-EI/46 to be submitted at 60% plans phase; modifications anticipated to include addition of stormwater treatment infrastructure, with no attenuation requirements
 - Uplands restoration planting plan
- **Landscape architecture (Plaza and Statue Areas)**
 - Hardscape subtask includes material research and selection; design (grading geometry, lighting); and details of hardscape features (wall, seating, pedestal, flag poles, pavers)
 - Landscape subtask includes plant research and landscape design
 - Irrigation subtask includes drip and rotor design
- **Structural**
 - Foundations and pedestals for 8 statues
 - Foundations for flag poles
 - Wall and foundation for Honor Wall
 - Boardwalk design
- **Electrical/Lighting**
 - Power layout and supply design for lighting of the plaza area
 - Lighting plan for statues and boardwalk
- **Security and Access Control**
 - Coordination with County to provide necessary infrastructure to support security and access control for the project

60% design level plans, specifications, and opinion of probable construction cost will be developed. A review meeting will be held with Okaloosa County to discuss 60% deliverables.

Deliverables (electronic delivery in PDF format):

- Coastal engineering analysis memorandum
- 60% level plans – to include plan views, cross sections, and associated details (11x17 inch sheets)
- 60% level specifications
- 60% level opinion of probable construction cost

2.2 100% Design and Construction Documents

Consultant will incorporate feedback received from Okaloosa County at the 60% development review meeting and move the design elements forward to 100% design. A final meeting will be held with Okaloosa County to present 100% deliverables. Construction documents will be submitted to Growth Management to obtain a Development Order; County fees to be waived, and traffic analysis to consist of statement of impacts in letter format.

Deliverables (electronic delivery in PDF and DWG format):

- 100% level plans – to include plan views, cross sections, site access, staging/stockpiling, and associated details (11x17 inch sheets)
- 100% level specifications for all disciplines
- 100% level opinion of probable construction cost
 - Opinion of probable construction cost will be formatted with unit prices as applicable to ensure a scalable approach

Task 3 – Coordination and Management

The following activities are anticipated in order to provide open communication and coordination of Tasks 1 and 2. Consultant will prepare and distribute meeting notes as applicable for each coordination event.

3.1 Meetings

Preparation, attendance, and materials distribution for meetings with County Staff and the Board of County Commissioners during this scope of work. It is anticipated that a review meeting will occur at 60% design completion to review the project prior to proceeding to 100% Design. A final project review will occur at 100% Design Documents prior to releasing for construction.

3.2 Agency Coordination

Ongoing correspondence for design and review coordination among various stakeholders, including State, County, regulatory agencies. This includes design review submittal to all permitting agencies listed, as required.

3.3 Limited Bid Phase Support

Limited Bid Phase support includes participation in County pre-bid meeting and responses to bid phase RFIs.

3.4 Task Management

General coordination and administration activities related to task order delivery. Invoicing to differentiate between Coastal and Park/Uplands tasks.

3.5 Expenses

Expenses for meeting preparation/attendance or other project elements.

3.6 Schedule

Target submittal dates of deliverables for County review:

- Park/Uplands
 - 60% Construction Documents: February 19, 2021 for 2-week County review prior to FDEP submittal

- 100% Construction Documents: April 2, 2021 for 2-week County and Growth Management review
- Final Construction Documents: April 30, 2021 for County bid advertisement
- Coastal
 - 60% Construction Documents: March 26, 2021 for 2-week County review prior to FDEP submittal
 - 100% Construction Documents: June 11, 2021 for 2-week County review
 - Final Construction Documents: July 16, 2021 for County bid advertisement

Our team is aware of potential unforeseen schedule impacts due to events beyond Mott MacDonald control; examples include COVID-19 delays or closures, and extended review timelines.

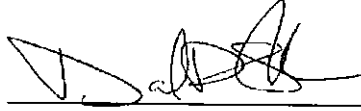
Compensation for Phase II Final Design and Limited Bid Phase Support

The lump sum amount of \$454,219 to provide Tasks 1 – 3 as described herein.

All other provisions of this Contract shall remain in full force and effect.

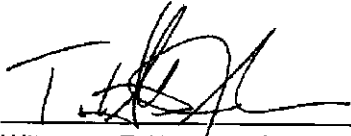
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

MOTT MACDONALD FLORIDA, LLC



David D. Skipper, P.E.

Date: December 18, 2020



Witness – T. Heath Jenkins, P.E.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

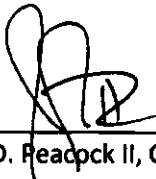


Carolyn N. Ketchel, Chairman

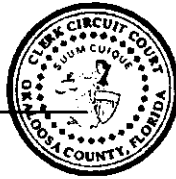


Date: 1/5/2021

ATTEST:



J.D. Peacock II, Clerk





<p>LANDSCAPE ARCHITECTURE 2000 N. Hwy 27801 Pompano Beach, FL 33069 PL 33069 2863 glg@tulloplanning.com www.tulloplanning.com</p>		<p>TULLO PLANNING GROUP</p>		<p>ONE MILLIKEN BLVD FT. LAUDERDALE, FL 33309</p>	<p>PROJECT NAME WOODS VETERANS MEMORIAL</p>	<p>SHEET TITLE CONCEPT PLAN</p>	<p>REVISIONS</p>	<p>DATE: 11/02/2010 DRAWN BY: JMM CHECKED BY: JMM</p>	<p>CP SHEET</p>
		<p>CLIENT NAME WALDOGA COUNTY BOARD OF COUNTY COMMISSIONERS 8474 OLD BEVEL ROAD, CRESTVIEW, FLORIDA 32639</p>		<p>RFAI</p>	<p>DATE: 11/02/2010 DRAWN BY: JMM CHECKED BY: JMM</p>				

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C20-2951-TER Tracking Number: 4191-21
Procurement/Contractor/Lessee Name: Matt Macdonald Grant Funded: YES ___ NO X
Purpose: amendment
Date/Term: 7-30-2023
Department #: _____
Account #: _____
Amount: _____
Department: JMP Dept. Monitor Name: Adams

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 12-15-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____
no federal funds Date: _____
Grants Coordinator Gillian Gordon

Risk Management Review

Approved as written: _____ Date: _____
see attached email
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: _____ Date: 12-30-2020
see email attached
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Tuesday, December 15, 2020 3:48 PM
To: DeRita Mason
Cc: Roy Petrey
Subject: RE: TO Scope_Okaloosa Veterans Park_502100317_Ph II Design_PW Comments.pdf

This is approved by Risk upon preliminary review. It does not appear to have an insurance element.

Thank you,

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and th blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, December 15, 2020 1:22 PM
To: Lisa Price <lprice@myokaloosa.com>
Cc: Roy Petrey <rpetrey@myokaloosa.com>
Subject: FW: TO Scope_Okaloosa Veterans Park_502100317_Ph II Design_PW Comments.pdf

Lisa please review the attached for risk purposes.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, December 30, 2020 10:38 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price; Roy Petrey
Subject: RE: C20-2195-TDD Amend 1_draft RP 121820_rev MM 121820.pdf
Attachments: C20-2195-TDD Amend 1_draft RP 121820_rev MM 121820.docx

Attached are my revisions to the draft amendment. As revised, this is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, December 30, 2020 10:34 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: RE: C20-2195-TDD Amend 1_draft RP 121820_rev MM 121820.pdf

See below link per your request.

http://www.co.okaloosa.fl.us/sites/default/files/contracts/contra_pdf/C20-2951-TDD.pdf

DeRita Mason



DeRita Mason, CPPB
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4079-20
Procurement/Contractor/Lessee Name: Mott McDonald Grant Funded: YES ___ NO X
Purpose: veterans park Design Services
Date/Term: 3yrs from MP w/ renewals 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: 76,700.00
Department: PW Dept. Monitor Name: Autrey

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-6-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 7-24-2020
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 7-24-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review

Department funding confirmed:

Date: _____

DeRita Mason

From: Lisa Price
Sent: Friday, July 24, 2020 9:53 AM
To: DeRita Mason
Subject: RE: Mott McDonald Draft Contract for July 21 meeting

This is approved for insurance purposes.
Thanks,

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



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: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, July 24, 2020 9:30 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: FW: Mott McDonald Draft Contract for July 21 meeting
Importance: High

Lisa,

I am not sure if I ever sent you this or not.
Please review and approve.
If I did send, can you please send me back your approval.

Thank you,

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, July 24, 2020 12:11 PM
To: DeRita Mason
Cc: Parsons, Kerry
Subject: Re: Mott McDonald Draft Contract for July 21 meeting

This is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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: DeRita Mason
Sent: Friday, July 24, 2020 11:12:54 AM
To: Lynn Hoshihara
Cc: Parsons, Kerry
Subject: RE: Mott McDonald Draft Contract for July 21 meeting

Lynn,

I am processing this contract-the board approved this week.
I can't find your actual approval on this.
Could you please resend when you get a chance.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com



Board of County Commissioners Purchasing Department

State of Florida

Date: March 6, 2020

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ TDD 13-20

Design Services for Veterans Park

Okaloosa County would like to thank all businesses which submitted responses to Design Services for Veterans Park. (RFQ TDD 13-20)


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:

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

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 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)

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ALERT: SAM.gov will be down for scheduled maintenance Saturday, 12/14/2019, from 8:00 AM to 8:00 PM

ALERT: A December 6th change to TLS Cipher Suites could impact browsers and web clients. System-to-System users should contact FSD for details.

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Result Page: 1

Sort by: **Relevance** Order by: **Descending**

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Entity	CHATHAM, TOWNSHIP OF	Status: Active <input type="checkbox"/>
DUNS: 051042950	CAGE Code: 416T3	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 04/07/2020	Debt Subject to Offset?: No	
Purpose of Registration: Federal Assistance Awards Only		

Result Page: 1

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Detail by Entity Name

Florida Limited Liability Company
MOTT MACDONALD FLORIDA, LLC

Filing Information

Document Number L02000034908
FEI/EIN Number 59-1294824
Date Filed 12/27/2002
State FL
Status ACTIVE
Last Event LC NAME CHANGE
Event Date Filed 05/23/2016
Event Effective Date NONE

Principal Address

220 West Garden Street
Suite 700
Pensacola, FL 32502

Changed: 01/31/2018

Mailing Address

220 West Garden Street
Suite 700
Pensacola, FL 32502

Changed: 01/31/2018

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 11/03/2014

Address Changed: 11/03/2014

Authorized Person(s) Detail

Name & Address

Title Manager

Leonard, Guy

10 Fleet Place
London EC4M 7RB GB

Title Manager

Howells, Keith J.
10 Fleet Place
London EC4M 7RB GB

Title Manager

Nicholas, DeNichilo M.
111 Wood Avenue South
Iselin, NJ 08830

Title Manager

Jarman, Thomas
220 West Garden Street
Suite 700
Pensacola, FL 32502

Title Authorized Person

O'Connor, Mark G.
111 Wood Avenue South
Iselin, NJ 08830

Annual Reports

Report Year	Filed Date
2017	04/27/2017
2018	01/31/2018
2019	01/25/2019

Document Images

01/25/2019 -- ANNUAL REPORT	View image in PDF format
01/31/2018 -- ANNUAL REPORT	View image in PDF format
04/27/2017 -- ANNUAL REPORT	View image in PDF format
06/30/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
05/23/2016 -- LC Name Change	View image in PDF format
03/03/2016 -- ANNUAL REPORT	View image in PDF format
06/10/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format
02/25/2015 -- LC Amendment	View image in PDF format
11/03/2014 -- CORLCRACHG	View image in PDF format
04/17/2014 -- ANNUAL REPORT	View image in PDF format
03/08/2013 -- ANNUAL REPORT	View image in PDF format
04/20/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
03/22/2010 -- ANNUAL REPORT	View image in PDF format

04/30/2009 -- ANNUAL REPORT	View image in PDF format
05/01/2008 -- ANNUAL REPORT	View image in PDF format
04/27/2007 -- ANNUAL REPORT	View image in PDF format
04/03/2006 -- ANNUAL REPORT	View image in PDF format
05/05/2005 -- ANNUAL REPORT	View image in PDF format
01/30/2004 -- ANNUAL REPORT	View image in PDF format
10/13/2003 -- Amendment	View image in PDF format
03/14/2003 -- ANNUAL REPORT	View image in PDF format
02/21/2003 -- Amendment	View image in PDF format
01/15/2003 -- Merger	View image in PDF format
12/27/2002 -- Florida Limited Liabilites	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2020

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

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

PRODUCER Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Mott MacDonald Florida, LLC 111 Wood Avenue South Iselin, NJ 08830	INSURER A: Fireman's Fund Insurance Company NAIC # 21873	
	INSURER B: American Automobile Insurance Company 21849	
	INSURER C: Lloyd's Syndicate 1886 C5136	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W17289044 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	USC016868200	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY COMP/COLE <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY \$1,000			SCV007067-20-01	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW015126-20-01	06/30/2020	06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			B080120389P20	06/30/2020	06/30/2021	Per Claim \$1,000,000 Per Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Owner is Additional Insured as respects to General Liability as per written contract or agreement.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured as agreed to by written contract.

Waiver of Subrogation applies in favor of Additional Insured, and its consultants and other indemnities of the

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of New Jersey, Inc.		NAMED INSURED Mott MacDonald Florida, LLC 111 Wood Avenue South Iselin, NJ 08830	
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

consultant with respects to General Liability as agreed to by written contract.

Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11

Policy Amendment Policy Number:USC016868200;SCV007067-20-01;SCW015126-20-01
Effective Date: 06/30/2020 General Liability; Auto Liability, Workers Compensation

Schedule

Name and Address of Person(s) or Organizations	Number of Days Notice if other than 10 days: Cancellation Number of Days Notice- 90 When we don't Renew (Non-Renewal)- 30
On File with Carrier, as required by written contract	

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

This policy is amended as follows:

- A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:
1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and
 2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.
- B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged.

INSURER CANCELLATION TERMS

NAMED INSURED Mott MacDonald Group, Inc. 111 Wood Avenue South Iselin, NJ 08830-4112	POLICY NO. B080120388P20 EFFECTIVE DATE 06/30/2020 SEE PAGE 1
--	---

Holder Name:

Project:

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

Professional Liability

CONTRACT#: C20-2951-TDD
MOTT MACDONALD FLORIDA, LLC
DESIGN SERVICES AT VETERANS PARK
EXPIRES: 07/20/2023 W/ RENEWALS

PROFESSIONAL SERVICES AGREEMENT

**DESIGN SERVICES
FOR
VETERANS PARK**

OKALOOSA BOARD OF COUNTY COMMISSIONERS

PROFESSIONAL SERVICES AGREEMENT - DESIGN SERVICES FOR VETERANS PARK

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AGREEMENT

THIS AGREEMENT is by and between Okaloosa County through its Board of County Commissioners ("Owner"), situated at 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Mott MacDonald Florida ("Consultant"), a Limited Liability Corporation certified to do work in the State of Florida, whose address is 220 West Garden Street, Pensacola, FL 32502.

WITNESSETH

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

WHEREAS, Consultant was chosen pursuant to that professional services selection process; and

WHEREAS, Owner and Consultant have negotiated the scope and fee for services contemplated in for the below described project.

NOW, THEREFORE, in consideration of payments, hereinafter mentioned, to be made by the Owner, the Consultant agrees to furnish all labor to perform work for RFQ TDD 13-20; Design Services for Veterans Park for a NOT TO EXCEED without an amendment to the Agreement amount of \$76,700.00 in strict conformity with the provisions of this Agreement.

Owner and Consultant further agree as follows:

ARTICLE 1 THE PROJECT

1.01 The Project, of which the Services may be the whole or only a part, is identified as follows:

Improvements to Veterans Park to include boardwalks, coastal and shoreline improvements, environmental resource improvements, pier, pier gazebo, observation areas, and kayak launch. The Project will incorporate statues recognizing female veterans. Statues will be by others; platforms, boardwalks and foundations for placing the statues will be included.

ARTICLE 2 SERVICES OF CONSULTANT

2.01 Consultant shall provide or cause to be provide, the services set forth as set forth herein and in Exhibit B.

2.02 Design services for Veterans Park to take from concept to final design drawings and specifications for the purposing of competitive bidding and construction by a general contractor. The services in general will follow the concept plans in Exhibit A that are part of USACOE permit (Permit No. SAJ-2012-02569-EP) obtained for this project and incorporated by reference to this Agreement. Services may include but not limited to the

following disciplines: civil/environmental engineering, coastal engineering, architecture, landscape architecture, survey, electrical design, lighting, and security monitoring.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.01 General

- A. Owner will furnish the following documents. These documents may be provided in either paper or electronic format.
 - 1. USACOE permit (Permit No. SAJ-2012-02569-EP) and Plans,
 - 2. FDEP Environmental Resource Permit (Permit No.: 0210188-004-EI/46)
 - 3. Boundary Survey
- B. Owner shall pay Consultant as set forth in Exhibit C.
- C. Owner shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

4.01 Insurance

- A. The Consultant shall furnish certificates of insurance demonstrating coverage meeting conditions and limits as outlined in Exhibit D.

4.02 Indemnification

- A. Consultant shall indemnify and hold harmless the Okaloosa Board of County Commissioners, and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and other persons employed or utilized by Consultant in the performance of this Contract.
- B. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of Okaloosa County's sovereign immunity.

4.03 Errors and Omissions

- A. Acceptance of the work by the County or Agreement termination does not constitute County approval and will not relieve the Party of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Party shall make all necessary revisions or corrections resulting from errors and/or omissions on part of the Party without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

ARTICLE 5 SCHEDULE FOR RENDERING SERVICE AND TERM

5.01 Commencement

- A. Consultant is authorized to begin rendering services as of the Effective Date of this Agreement and upon issuance of a Notice to Proceed by Owner.

5.02 Time for Completion

- A. The term of contract will run for three (3) years from the date of Notice to Proceed, The agreement may be extended by mutual agreement of both parties.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely matter so as not to delay the Consultant's performance of its services.
- E. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 6 INVOICES AND PAYMENTS

6.01 Invoices

- A. The Consultant will be eligible for progress payments under this Agreement at intervals not less than monthly.
- B. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants.
- C. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.
- D. The Owner will render a decision on the acceptability of services within five working days of receipt of either the services, invoice, or progress report, whichever is later. The Owner reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Owner. Any payment withheld will be released and paid to the Consultant promptly when the work is subsequently performed.

- E. Consultant shall submit invoices monthly and, in a form agreeable to Owner. Invoices are due and payable within 25 days of receipt and in accordance with the Florida Prompt Payment Act (Chapter 218 F.S).

6.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Consultant and then to principal.
- B. Payment for hourly services shall be submitted with back-up documentation (i.e. staff timesheets) to support time spent and charges accrued.
- C. Each invoice shall show the total contract amount, any approved contract amount amendments, the amount previously billed, the current bill amount, and the balance remaining as of the pay ending date.
- D. Invoices shall be mailed directly to the Owner's designated representative.
- E. If Owner contests an invoice, Owner shall promptly advise Consultant of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

6.03 Project Closeout

A. Final Audit

1. If requested by the Owner, the Consultant will permit the Owner and/or its designee to perform an audit of the time based and reimbursable expense records of the Consultant and any or all Subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the services. In the event funds paid to the Consultant are subsequently properly disallowed by the Owner because of accounting errors or charges not in conformity with this Method of Compensation, the Consultant agrees that such disallowed amounts are due to the Owner upon demand.
2. A Certificate of Completion will be prepared for execution by both parties stating the total compensation due to the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Owner for overpayment, provided the net difference is not zero.

ARTICLE 7 CONSULTANT'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Consultant makes the following representations:

- A. Consultant is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Services under this Agreement.
- B. Consultant has carefully studied, considered, and correlated the information known to Consultant, information commonly known to Consultants providing similar services doing business in the locality where the Services will be provided, and with respect to the effect of such information on the cost, progress, and performance of Consultant's obligations under this Agreement.

ARTICLE 8 MISCELLANEOUS

8.01 Successors and Assigns

- A. Owner and Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.02 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.03 Consultant's Certifications

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.03:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or selection process or the execution of the Agreement to the detriment of Owner, (b) to Agreement prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition; and
 - 3. "collusive practice" means a scheme or arrangement between two or more Consultants, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection or negotiating process or affect the execution of the Agreement.

8.04 Limitations

- A. Owner and Consultant waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 8.04.A shall be binding upon the assignee with respect to Consultant and assignor.

8.05 Third Party Beneficiaries

- A. It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or

any member thereof, a third-party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

8.06 Notices

- A. All notices required or made pursuant to this Agreement by the Consultant to the Owner shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Okaloosa County Administrator
1250 N. Eglin Parkway
Shalimar, FL 32579

- B. All notices required or made pursuant to this Agreement by the Owner to Consultant shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

David S. Skipper
Mott MacDonald Florida, LLC
220 W. Garden Street, Ste. 700
Pensacola, FL 32502

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

8.07 Contractor Compliance

- A. The Consultant shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

8.08 Audit

- A. The Owner 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 Contract and such right shall extend for a period of three (3) years after the termination of the Contract.

- B. Consultant represents, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.

- C. Consultant understands the requirements of and agrees to comply with the requirements of Florida Statutes, section 20.055(5).

8.09 Independent Contractor

- A. The parties enter into this Contract as, and shall continue to be, independent contractors. All services shall be performed only by Consultant, Consultant's employees, and Consultant's subconsultants. Under no circumstances shall Consultant or any of Consultant's employees or any or Consultant's subconsultants or lower tiered subconsultants look to the Owner as his/her employer, or as partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to the Owner's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultants name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

8.10 Public Records

- A. Consultant shall adhere to the Public Records law of Florida.
- B. Specifically, Consultant must:
 - 1. Keep and maintain public records require by the Owner to perform the service.
 - 2. Upon request from the Owner's custodian of public records, provide the Owner 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Owner.
 - 4. Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Consultant or keep and maintain public records required by the Owner to perform the service. If the Consultant transfers all public records to the Owner upon completion of the Contract, the Consultant 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 Consultant shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the Owner, upon the request from the Owner's custodian of public records, in a format that is compatible with the information technology system of the Owner.

- C. **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 CONTRACT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY
RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL
ROAD CRESTVIEW, FL 32536 PHONE (850) 689-5977
riskinfo@myokaloosa.com.**

8.11 Safeguarding Personal Identifiable Information

- A. Consultant will take reasonable measures to safeguard protected personally identifiable information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding obligations of confidentiality.

8.12 Controlling Law

- A. This Contract 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 Contract shall be in the state courts of Okaloosa County, Florida.

8.13 Compliance with the Law

- A. The Consultant shall comply with all applicable federal, state, and local rules and regulation in providing services to the Owner under this Contract. Consultant acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local rules and regulations.

8.14 Standards of Performance

A. Standard of Care

The standard of care for all performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances as the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Subconsultants

Consultant may employ such subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

C. Cooperation and Performance

1. During the life of this Agreement, the Owner will conduct reviews of the services assigned. The Consultant shall cooperate with and assist the Owner or designee in reviewing the services.
2. If the Owner determines that the performance of the Consultant is unsatisfactory, the Owner shall notify the Consultant of the deficiency to be corrected. The Consultant shall, within five days after notice from the Owner provide the Owner with a corrective action plan describing how the Consultant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

8.15 Termination or Suspension

- A. The Owner may, by written notice to the Consultant, suspend any or all of the Consultant's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Owner may terminate this Agreement in whole or in part at any time the interest of the Owner requires such termination. If the Owner determines that the performance of the Consultant is not satisfactory, the Owner shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Owner may either (1) immediately terminate the Agreement as set forth in paragraph 8.15.B. below, or (2) take whatever action is deemed appropriate by the Owner to correct the deficiency. In the event the Owner chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly reimburse the Owner for any and all costs and expenses incurred by the Owner in correcting the deficiency.
- B. If the Owner terminates the Agreement, the Owner shall notify the Consultant of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. In the event 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.
- D. The Owner reserves the right to unilaterally cancel this Agreement for refusal by the Consultant or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 8.15., the Consultant shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:
 1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or
 2. Furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Owner or upon the basis of terms and conditions imposed by the Owner upon the failure of the Consultant to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Owner may otherwise have arising out of this Agreement. In the event of termination of this Agreement by either party, the Owner shall within twenty-five (25) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

8.16 Drug-Free Work Place

- A. Consultant hereby certified that it is and shall continue to comply with the requirements of the Drug-Free Work Place Act of 1988.

8.17 Resource Recovery

- A. Consultant hereby certifies that it shall 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, but are not limited to, 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.
- B. Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, April. 19, 1995]

8.18 Compliance with Certain Environmental Standards.

- A. Consultant certifies and agrees to comply with all of the following applicable standards, orders or regulations issued pursuant to:
 - 1. Clean Air Act, 42 U.S.C., 7401, et seq.;
 - 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
 - 3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - 4. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- B. Violations must be reported to the Owner and the Regional Office of the EPA.

8.19 Public Entity Crime Information

- A. Consultant acknowledges and certifies that it is not on the convicted vendor list with the state of Florida.

8.20 Equal Employment Opportunity

- A. In accordance with Executive Order 11246, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, 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.

8.21 Employment Eligibility Verification

- A. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm employment eligibility of all persons employed by the Consultant during the term of this Agreement to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Agreement.

8.22 Records

- A. Records of time based and reimbursable expense costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Owner at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Consultant's general accounting records, the project records, together with supporting documents and records, of all subconsultants performing work on the project, and all other records of the Consultant and subconsultants and/or contractors considered necessary by the Owner or state or federal agency for a proper audit of costs.

8.23 Access to Records

- A. The Consultant shall allow the Owner, or any State of Florida or Federal Agency or their designee access to such records upon request. This shall include but not be limited to the Florida Department of Transportation, the CFO or State of Florida Auditor General, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent for the purpose of making audit, examination, excerpts, and transcriptions.

8.24 Copeland Anti-Kickback Act

- A. Contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

8.25 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. All contracts and subcontractors 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.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8.26 Occupational Safety and Health Act of 1970

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirement of 29 CFR 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant 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). Consultant 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.

8.27 Nondiscrimination

- A. During the performance of this contract, the Consultant, 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.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities:

- 1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2 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);
- 3 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);

- 4 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;
- 5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6 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);
- 7 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);
- 8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9 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);
- 10 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;
- 11 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);
- 12 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).

ARTICLE 9 EXHIBITS AND SPECIAL PROVISIONS

9.01 Exhibits Included:

- A. Exhibit A – Concept Drawings from Permits (28 pages)
- B. Exhibit B – Services of the Consultant
 - Exhibit C – Payment for Services
 - Exhibit D – Insurance Requirements
 - Exhibit E – Forms and Certifications
 - Drug Free Work Place Certification (1 page)
 - Sworn Statement on Public Entity Crimes (2 pages)
 - Conflict of Interest Disclosure (1 page)
 - Federal E-Verify Workplace Certification (1 page)
 - Indemnification and Hold Harmless (1 page)
 - Certification for Disclosure of Lobbying Activities (1 page)
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (2 pages)
 - Vendors on Scrutinized Companies List (1 page)
- C. The following permits have been obtained by Owner for this project and are incorporated by reference:
 - 1. USACOE permit (Permit No. SAJ-2012-02569-EP);
 - 2. FDEP Environmental Resource Permit (Permit No.: 0210188-004-EI/46)

9.02 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written amendment.


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IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement. Counterparts have been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Consultant or on their behalf.

This Agreement will be effective on JUL 21 2020 (which is the Effective Date of the Agreement).

Owner: Okaloosa County

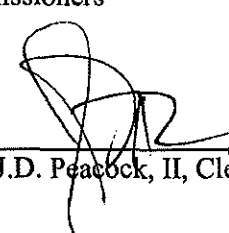
Consultant: Mott MacDonald Florida, LLC

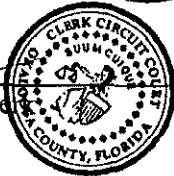
By: 
Robert A. "Trey" Goodwin III
Chairman, Board of County
Commissioners



By: David Skipper
~~David S. Skipper~~ David D. Skipper, P.E.
Senior Vice President

Digitally signed by David Skipper
DN: cn=David Skipper, o=US, postalCode, ou=NOI4190000018FCDEAE30000890E,
email=David.Skipper@mottmac.com
Date: 2020.07.18 11:00:58 -0500

Attest: 
J.D. Peacock, II, Clerk



Witness: _____

Address for giving notice:

1250 N. Eglin Parkway

Shalimar, FL 32579

Address for giving notice:

220 W. Garden Street, Ste. 700

Pensacola, FL 32502

Agent for service of process:

(If Consultant is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Jason Autrey, P.E.

1759 S. Ferdon Blvd.

Crestview, FL 32536

Phone: (850) 689-5772

Designated Representative:

~~David S. Skipper~~ David D. Skipper, PE

220 W. Garden Street, Ste. 700

Pensacola, FL 32502

Phone: (850) 484-6011

**EXHIBIT "A" - CONCEPT PLANS FROM PERMITS FOR VETERANS PARK on
OKALOOSA ISLAND**

Exhibit A consists of 28 pages and is found at the end of Exhibit D

EXHIBIT "B" – SCOPE OF SERVICES OF THE CONSULTANT

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

PART 1 – BASIC SERVICES

BACKGROUND

The Okaloosa Board of County Commissioners plans to design and construct improvement to Veterans Park on Okaloosa Island. The project will provide recreational and educational outreach and will also incorporate into its layout the display of statues to depict and honor a memorial to female veterans. The project is being funded by local sources and it is anticipated that grants from outside agencies, state and federal, will be obtained.

PROJECT DESCRIPTION

The project site is located on Okaloosa Island near the Emerald Coast Convention Center. The project site fronts Choctawhatchee Bay and adjoins Marler Park on Okaloosa Island. A conceptual plan has been developed and a USACOE permit (Permit No. SAJ-2012-02569-EP) and FDEP Environmental Resource Permit (Permit No.: 0210188-004-EI/46) have been obtained for the proposed development. The concept plans from the permits are provided in Exhibit A to the Agreement. It is the goal of the County to follow the concept plan to the extent possible.

In general the project consists of the construction of living shorelines to stabilize the eroding shoreline and create, restore, and enhance natural communities including oyster habitat breakwaters and saltwater marsh. The project also includes upland and wetland natural community enhancements including removal of exotic vegetation, native species plantings, and construction of osprey nesting platforms. A total of 0.24-acre of freshwater wetlands and 1.34 acres of uplands will be enhanced. Recreational and educational features including a primary elevated timber or concrete boardwalk with educational signage/kiosks providing information about the local ecosystem and memorial statues will be constructed. Public access improvements including a 22-slip public access pier with 577 linear feet of wave attenuation fence to provide temporary, day-use docking, staging dock improvements at the existing boat ramp, and a kayak/paddleboard launch are also components of the project. Additional ancillary design services for the project will include electrical system, security lighting, security cameras, and landscaping.

Basic Services included in this Agreement consists of Phase I – Preliminary Design, Phase II – Final Design, Phase III – Limited Bid Phase Services, and Phase IV – Limited Construction Phase Services.

PHASE I – PRELIMINARY DESIGN

Task 1 – Permit Evaluation

Consultant will perform analysis of the existing permit drawings for the project in order to understand the design previously performed and evaluate any potential improvements or alternatives that may improve the project without invalidating the existing permit.

Research and Analysis

Consultant will review available references provided by Okaloosa County. Reference data will include permit drawings and engineering reports, environmental studies, public involvement documentation, property information, geotechnical reports, and other information from local agencies or stakeholders deemed relevant to the project.

Consultant will use site observation in conjunction with other available information and permitting resources to assist in the analysis of the permit drawings.

Topographic and boundary survey of the project site is not included in this scope of work.

Permit Design Evaluation

Upon gathering and analyzing data and performing an initial site visit, Consultant will perform an evaluation of the permit design assumptions and any available calculations and reports. The analysis performed at this stage will help Consultant understand the basis of design for the permit drawings and allow us to form a design plan for creating the construction documents in the next phase of the project.

As part of this analysis, Consultant will perform vegetation analysis to determine invasive species coverage and removal plan, assess erosion areas, and evaluate new vegetation placement.

ROM Opinion of Cost

Consultant will use available reference data and permit design information to approximate required construction quantities and schedule. An opinion of cost will be developed for design, construction, and construction administration items based on FDOT Basis of Estimates and Historical Cost Information for Area 1, which includes Okaloosa County.

Task 2 – Veterans Park Concept Review and Refinement

Consultant will evaluate and further develop the existing Okaloosa County Veterans Park concept plan based on stakeholder input. It is anticipated that stakeholder meetings, presentations and workshops may be required for this task. Concept drawings and alternatives may be developed for discussion in these meetings.

Concept Analysis

Consultant will analyze the existing Veterans Park Concept Plan and develop alternatives that will deliver a visually appealing and serviceable park recognizing the valuable military impact and influence in the area.

Concept drawings will consider the aesthetics, function, security, and maintenance aspects of the Veterans Park. Drawings and/or reports will be developed for discussion with project stakeholders.

Concept Verification Meetings

Meetings with County staff to evaluate and develop alternatives will be held to identify the important elements to carry forward into final design documents. It is anticipated that Okaloosa County will coordinate with outside stakeholders and provide direction based on those meetings to Consultant.

Consultant will attend the meetings with appropriate concept drawings, participate in discussion of the potential park layout and design, and record and distribute meeting minutes from the meetings.

Concept Plan Drawings

After concept verification meetings have been held with a consensus on the conceptual design, an overall concept plan with relevant details will be developed. A final stakeholder meeting to review and comment on the concept plan may occur before moving to final design.

Anticipated concept drawings include:

- Safety Plan
- Lighting Plan
- Layout Plan identifying primary features of the site
- Vegetation Plan
- Renderings of Elements (3 assumed)

ROM Opinion of Cost

Consultant will use available reference data and conceptual design information to approximate required construction quantities and schedule. An opinion of cost will be developed for design, construction, and construction administration items based on FDOT Basis of Estimates and Historical Cost Information for Area 1, which includes Okaloosa County.

Task 3 – Coordination and Management

The following activities are anticipated in order to provide open communication and coordination of Tasks 1 and 2. Consultant will prepare and distribute meeting notes as applicable for each coordination event.

Meetings

Preparation, attendance, and materials distribution for meetings during this scope of work. It is anticipated that the meetings will be limited to four (4) total meetings including: Project Kickoff, Concept Verification, Stakeholder comment meeting with Deputy County Administrator, and Final Concept Review.

Agency Coordination

Ongoing correspondence for design and review coordination among various stakeholders, including State, County, regulatory agencies.

Task Management

General coordination and administration activities related to task order delivery

PHASE II – FINAL DESIGN (May be Added by Amendment)

PHASE III – LIMITED BID PHASE SERVICES (May be Added by Amendment)

PHASE IV – LIMITED CONSTRUCTION PHASE SERVICES (May be Added by Amendment)

EXHIBIT "C" – PAYMENTS FOR SERVICES

Article 3 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 3 – OWNER’S RESPONSIBILITIES

C3.01 General

D. Owner shall pay Consultant for Basic Services as set forth in Exhibit B as follows:

1. For PHASE I, III, and IV Services, an amount equal to the cumulative hours charged to the Project by each class of Consultant’s personnel times the Standard Hourly Rates set forth in Table 2.
2. For PHASE II, a lump sum amount as set forth in Table 1.
3. For (Other) services rendered by a subconsultant (i.e. Survey, Geotechnical Engineer, Specialty Engineer, or other) that will be provided by other than the Consultant’s personnel, compensation will be based on the direct cost from the subconsultant and shall be without mark-up from the consultant.
4. Total compensation paid shall not exceed the Total Estimated Compensation in Table 1 without an amendment to this Agreement.

Table 1 – Estimated Compensation and Basis

Compensation for:	Basis	Amount
PHASE I – PRELIMINARY DESIGN	Hourly – Not to Exceed	\$76,700.00
PHASE II – FINAL DESIGN	Lump Sum	TBD
PHASE III – BID PHASE SVRS	Hourly – Not to Exceed	TBD
PHASE IV – CONSTRUCTION PHASE SRVS	Hourly – Not to Exceed	TBD
OTHER SERVICES	At Cost	TBD
	Total Estimated Compensation	\$76,700.00

C3.02 Invoicing Procedure

- A. The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants. Invoices shall be submitted in form acceptable to Owner. For work billed hourly invoices shall at a minimum show number of hours worked during the period with itemized and copies of any subconsultant work. For work to be billed Lump Sum, the scope of services will assign costs for each major work item. Invoices will and at a minimum include hours worked, itemized subconsultant services, totals, subtotals, amount currently earned, amount previously paid, and balance remaining.
- B. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. This information may include, but not limited to, quantifiable, measurable, and verifiable units of deliverables, the deliverables were received/accepted in writing by the Owner, and/or other documentation or proof establishing minimum level of service. The

Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.

C. Whenever Consultant is entitled to compensation for the charges of Consultant’s Sub-consultants, those charges shall be without mark-up by Consultant.

Table 2 –Fully Loaded Rates Standard Hourly Rates

Staff Classification	Hourly Rate
Principal Project Manager/Principal Architect/Principal Engineer	\$200.00
Senior Project Manager/Project Engineer/Project Architect	\$185.00
Project Manager/Project Engineer/Project Architect/RLA	\$135.00
Engineer/Architect III/IV	\$125.00
Engineer/Architect I/II	\$95.00
Senior Designer	\$145.00
Designer III/IV	\$114.00
Senior Inspector	\$90.00
Inspector	\$85.00
Technician	\$60.00
Administrative Assistant	\$57.00
1-Person Survey Crew with Robotic Equipment	\$95.00
2-Person Survey Crew	\$130.00
3-Person Survey Crew	\$170.00
4-Person Survey Crew	\$215.00

Notes

- Rates are based on straight-time hours. Rates will be multiplied by 1.5 for overtime hours for applicable personnel.
- Rates are valid through 9/30/2021. Effective 10/1/2021 rates will be increased by a factor of 3.77%, rounded to the nearest whole dollar.

EXHIBIT D – INSURANCE REQUIREMENTS

Revised: 08/01/2018

Article 4 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 4 – INSURANCE

D4.01 CONSULTANTS INSURANCE

- A. The Consultant shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- B. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- C. 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 Owner. 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.
- D. Where applicable, the Owner shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
- E. The Owner shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the Owner reserves the right to change these insurance requirements with 60-day notice to the Consultant.
- F. The Owner 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.
- G. The designation of Consultant shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- H. 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.

D4.02 WORKERS' COMPENSATION INSURANCE

- 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 Owner, 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 Owner not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the Owner.

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.
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.

D4.03 BUSINESS AUTOMOBILE LIABILITY

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.

D4.04 COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Consultant shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Consultant shall notify the Owner representative in writing. The Consultant shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Consultant shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

D4.05 PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. 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 Owner.

D4.06 INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
A. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$500,000 each accident
B. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
C. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage; \$1,000,000 each occurrence for Products and Completed Operations
D. Personal and Advertising Injury	\$1,000,000 each occurrence
E. Professional Liability (E&O)	\$1,000,000 each claim

D4.07 NOTICE OF CLAIMS OR LITIGATION

The Consultant agrees to report any incident or claim that results from performance of this Agreement. The Owner 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.

D4.08 CERTIFICATE OF INSURANCE

- A. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- B. The Consultant shall provide a Certificate of Insurance to the Owner with a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium.
- C. 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 5479-A Old Bethel Road, Crestview, FL 32536.

- D. In the event the contract term goes beyond the expiration date of the insurance policy, the Consultant shall provide the Owner with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Owner reserves the right to suspend the contract until this requirement is met.
- E. 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.
- F. All certificates shall be subject to Owner's approval of adequacy of protection and the satisfactory character of the Insurer.
- G. All deductibles or SIRs, whether approved by Owner or not, shall be the Consultant's full responsibility. In particular, the Consultant shall afford full coverage as specified herein to entities listed as Additional Insured.
- H. 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.

D4.09 GENERAL TERMS

- A. 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.
- B. 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.
- C. The carrying of the insurance described shall in no way be interpreted as relieving the Consultant of any responsibility under this contract.
- D. Should the Consultant engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
- E. The Consultant hereby waives all rights of subrogation against Owner and its consultants and other indemnities of the Consultant under all the foregoing policies of insurance.

D4.10 UMBRELLA INSURANCE

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

EXHIBIT E – FORMS AND CERTIFICATIONS

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER 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 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: December 4, 2019

SIGNATURE: 

COMPANY: ADDRESS: _____

NAME: David D. Skipper, PE
(Typed or Printed)

220 W. Garden St, Ste 700

TITLE: Senior Vice President

Pensacola, FL 32502

E-MAIL: david.skipper@mottmac.com

PHONE NO.: 850-484-6011

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted for Okaloosa County

2. This sworn statement is submitted by Mott MacDonald Florida, LLC

Whose business address is: 220 W. Garden Street, Sulte 700, 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: 59-1294824

3. My name is David D. Skipper, PE and my relationship to the entity named above is Senior Vice President

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 bid 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 bids or applies to bid 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.]

X 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: December 9, 2019 Signature: [Signature]

STATE OF: FLORIDA

COUNTY OF: ESCAMBLA

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 9th day of December, in the year 2019.

My commission expires: [Signature]
Notary Public

Print, Type, or Stamp of Notary Public:
Personally known to me, or Produced Identification:

Type of ID



CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of 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: Mott MacDonald Florida, LLC

BY (PRINTED): David D. Skipper, PE

BY (SIGNATURE): 

TITLE: Senior Vice President

ADDRESS: 220 W. Garden Street, Suite 700

Pensacola, FL 32502

PHONE NO. 850-484-6011

E-MAIL david.skipper@mottmac.com

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 while the respondent is on the Active Contractors List, and shall expressly require any subcontractors performing work or providing services pursuant to the contact 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 time the respondent is on the Active Contractors List; 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: December 4, 2019

SIGNATURE:  _____

COMPANY: Mott MacDonald Florida, LLC

NAME: David D. Skipper, PE

ADDRESS: 220 W. Garden Street, Suite 700, Pensacola, FL 32502

TITLE: Senior Vice President

E-MAIL: david.skipper@mottmac.com

PHONE NO.: 850-484-6011

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.

Mott MacDonald Florida, LLC

Proposer's Company Name

220 W. Garden Street, Suite 700, Pensacola, FL 32502

Physical Address

220 W. Garden Street, Suite 700, Pensacola, FL 32502

Mailing Address

850-484-6011

Phone Number

850-698-3511

Cellular Number

December 4, 2019

Date

Authorized Signature – Manual

David D. Skipper, PE

Authorized Signature – Typed

Senior Vice President

Title

850-484-8199

FAX Number

850-698-3511

After-Hours Number(s)

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 bid or offer exceeding \$100,000)

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

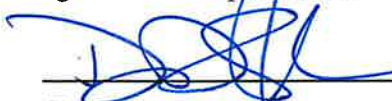
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 31,U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[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

David D. Skipper, PE
Senior Vice President Name and Title of Contractor's Authorized Official

December 9, 2019 Date

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

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

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

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

David D. Skipper, PE, Senior Vice President

Printed Name and Title of Authorized Representative


Signature

December 9, 2019

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: December 9, 2019

SIGNATURE: 

COMPANY: Mott MacDonald Florida, LLC

NAME: David D. Skipper, PE
(Typed or Printed)

ADDRESS: 220 W Garden Street

TITLE: Senior Vice President

Suite 700

E-MAIL: david.skipper@mottmac.com

Pensacola, FL 32502

PHONE NO.: 850-484-6011

EXHIBIT "A" - CONCEPT PLANS FROM PERMITS FOR VETERANS PARK on OKALOOSA ISLAND

Exhibit A consists of 28 pages.



OKALOOSA COUNTY,
FLORIDA

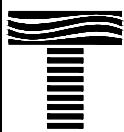
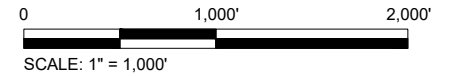


PROJECT LOCATION
SECTION 00
TOWNSHIP 02 SOUTH
RANGE 24 WEST

CHOCTAWHATCHEE
BAY

GULF OF MEXICO

REFERENCE:
USGS 7.5 QUADRANGLE MAP
FORT WALTON BEACH, 1992



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION MAP
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	1 of 28
DATE	FEB 2017

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

CATHY SHELL X:\SIS\PROJECTS\2013-065 OKA GREENSHORE\2015 BAYWALK\C2014-006 OKA GREENSHORE BAYWALK\PERMIT\C2014-006-P-LOCATION.MAP.DWG 2/22/2017 11:01:30 AM

CATHY SHELL X:\SIS\PROJECTS\2015 OKA GREENSHORE\2015 BAYWALK\PERMIT\2014-006-P-NOTES.DWG 2/20/17 11:01:32 AM

GENERAL NOTES:

1. DRAWING REFERENCES THE FLORIDA STATE PLANE NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83)
2. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). ELEVATIONS IN FEET UNLESS NOTED OTHERWISE.
3. AERIAL IMAGERY OBTAINED FROM ESRI (2010) AND GOOGLE EARTH (2013). AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.
4. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT DRAWING FILE "GULF INTRACOASTAL WATERWAY WEST BAY TO SANTA ROSA SOUND CHOCTAWHATCHEE BAY, GIWW M. 224.0 - 225.0, 9897+00 - 9948+00, CONDITION SURVEY." SHEET 30 OF 59, DATED MARCH 2016.
5. PARCEL BOUNDARIES OBTAINED FROM THE OKALOOSA COUNTY GIS DEPARTMENT ([HTTP://WEBGIS.OKALOOSAFL.COM/WEBGIS/](http://webgis.okaloosafl.com/webgis/)).
6. EXISTING BOAT RAMP, RAMP STAGING DOCKS, AND FISHING PIER PERMITTED UNDER THE MARLER PARK RENOVATION PROJECT (FDEP PERMIT NO. 46-0210188-001-DF ISSUED JULY 2003 AND USACE PERMIT NO. 200202278(1P-TLZ) ISSUED MARCH 2004).
7. BATHYMETRIC AND MEAN HIGH WATER LINE (MHWL) SURVEY PERFORMED BY SEASIDE ENGINEERING AND SURVEYING, LLC SEPTEMBER 2013. MHWL FIELD VERIFIED DECEMBER 2014.
8. TOPOGRAPHIC SURVEY PERFORMED BY SEASIDE ENGINEERING AND SURVEYING, LLC DECEMBER 2014
9. SEAGRASS SURVEY PERFORMED BY TAYLOR ENGINEERING, INC. SEPTEMBER 2013
10. COASTAL WETLAND DELINEATION PERFORMED BY TAYLOR ENGINEERING, INC. SEPTEMBER 2013 AND FIELD VERIFIED BY FDEP ON SEPTEMBER 30, 2014.
11. INLAND WETLAND DELINEATION PERFORMED BY TAYLOR ENGINEERING, INC. OCTOBER 2014 AND FIELD VERIFIED BY FDEP ON DECEMBER 16, 2014.
12. OBSERVATION AREAS SHALL CONSIST OF MAINTAINED NATURAL AREAS. THE AREA SHALL BE BOUND BY POST AND ROPE, OR SIMILAR, TO DISCOURAGE FOOT TRAFFIC OUTSIDE OF THE MAINTAINED AREA. GROUND SURFACE TREATMENTS WITHIN THESE AREAS MAY INCLUDE GRAVEL, WOODCHIPS, OR SIMILAR.
13. ALL FILL MATERIAL SHALL BE COMPRISED OF CLEAN SAND IN ACCORDANCE WITH THE OKALOOSA ISLAND COVENANTS AND RESTRICTIONS.

GENERAL DOCKING FACILITY NOTES:

1. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS
2. BERTH DIMENSIONS REPRESENT THE OVERALL SLIP LENGTH AND WIDTH.
3. NO LIVEBOARDS ARE PROPOSED
4. NO FUELING FACILITIES OR SEWAGE PUMPOUTS ARE PROPOSED AT THIS FACILITY

5. MATERIALS ARE SUBJECT TO CHANGE. PILE EMBEDMENT AND DIMENSIONS WILL BE DETERMINED DURING FINAL DESIGN.
6. DOCK PILINGS WILL BE WRAPPED OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.
7. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.

PROPOSED DOCK PLAN:

1. TOTAL NUMBER OF SLIPS: 22
2. TOTAL FIXED TIMBER PIER AREA = ~21,765 S.F.
 - A. ~407 S.F. EXISTING (RIGHT BOAT RAMP DOCK)
 - B. ~432 S.F. EXISTING (LEFT BOAT RAMP DOCK)
 - C. ~100 S.F. DEMOLISHED (TO BE REMOVED TO EXTEND RIGHT BOAT RAMP DOCK)
 - D. ~659 S.F. PROPOSED RIGHT BOAT RAMP DOCK EXTENSION
 - E. ~16,101 S.F. PROPOSED (MAIN ACCESS PIER; W/ GAZEBO & FINGER PIERS)
 - F. ~1,586 S.F. PROPOSED (KAYAK LAUNCH DOCK)
3. FLEXIBLE MOORING AREA: ~500 LINER FEET
4. PROPOSED SUBMERGED LAND LEASE TOTAL AREA: 48,230 S.F.

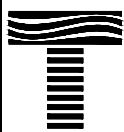
AREA 1:	1,325 S.F.
AREA 2:	1,776 S.F.
AREA 3:	7,768 S.F.
AREA 4:	37,361 S.F.

PROPOSED GRADING PLAN

1. TOTAL MARSH CREATION FILL VOLUME = ~2,300 CY

ENVIRONMENTAL RESTORATION

1. OYSTER REEF (BREAKWATER) HABITAT: 1.42 ACRES
2. SEAGRASS RECRUITMENT AREA: 1.23 ACRES
3. SALTMARSH CREATION AREA: 1.03 ACRES
4. SALTMARSH ENHANCEMENT AREA: 0.58 ACRES
5. COASTAL UPLAND ENHANCEMENT AREA: 1.34 ACRES
6. FRESHWATER WETLAND ENHANCEMENT AREA: 0.24 ACRES



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
PROJECT NOTES
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

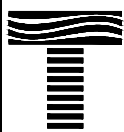
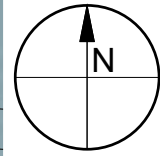
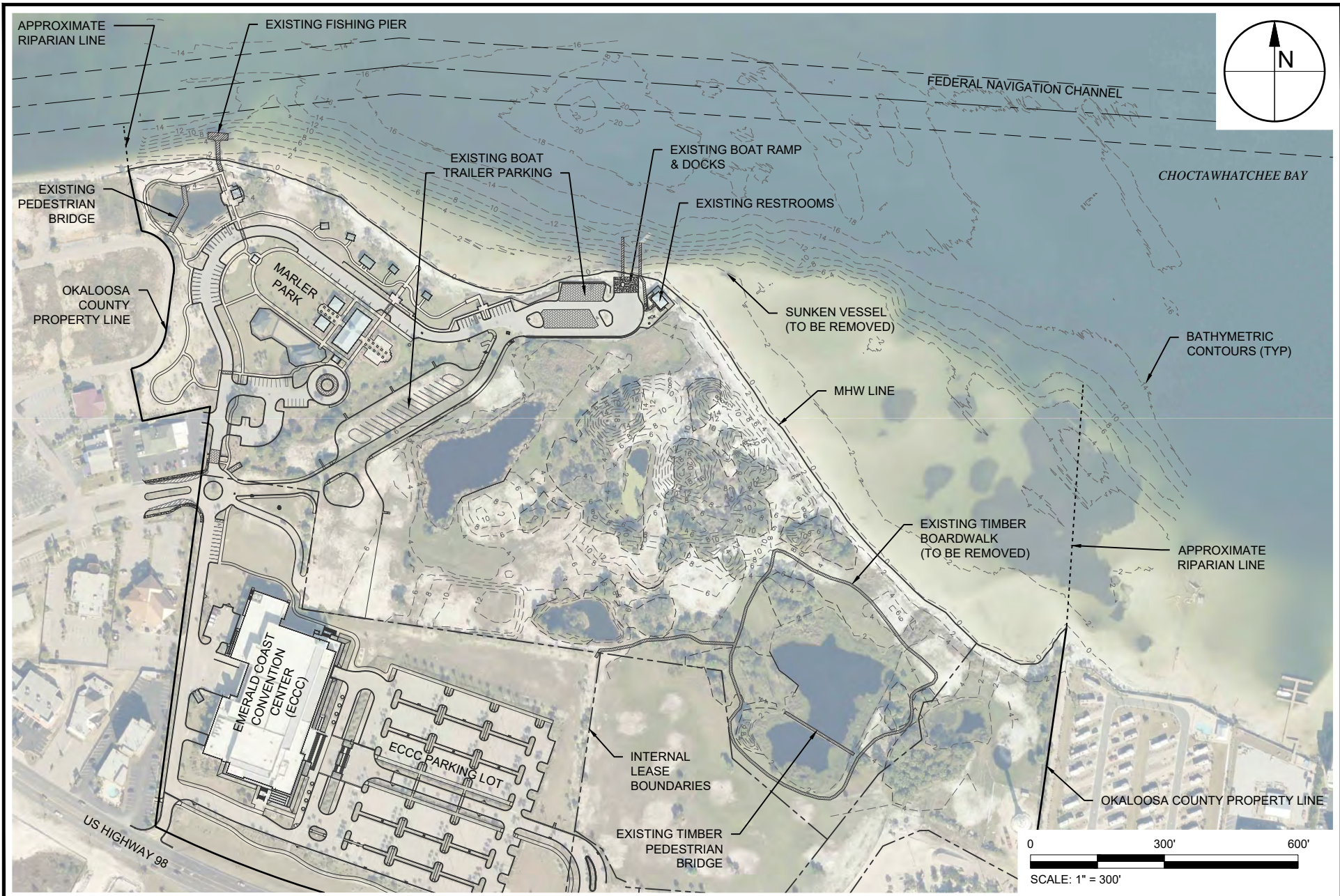
PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	2 of 28
DATE	FEB 2017

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

CATHY SHELL X:\SIS\PROJECTS\2013-065 OKA GREENSHORE\2015 BAYWALK\C2014-006-P-EXISTING CONDITIONS UPLAND.DWG 2/22/2017 11:01:45 AM



TAYLOR ENGINEERING INC.

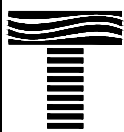
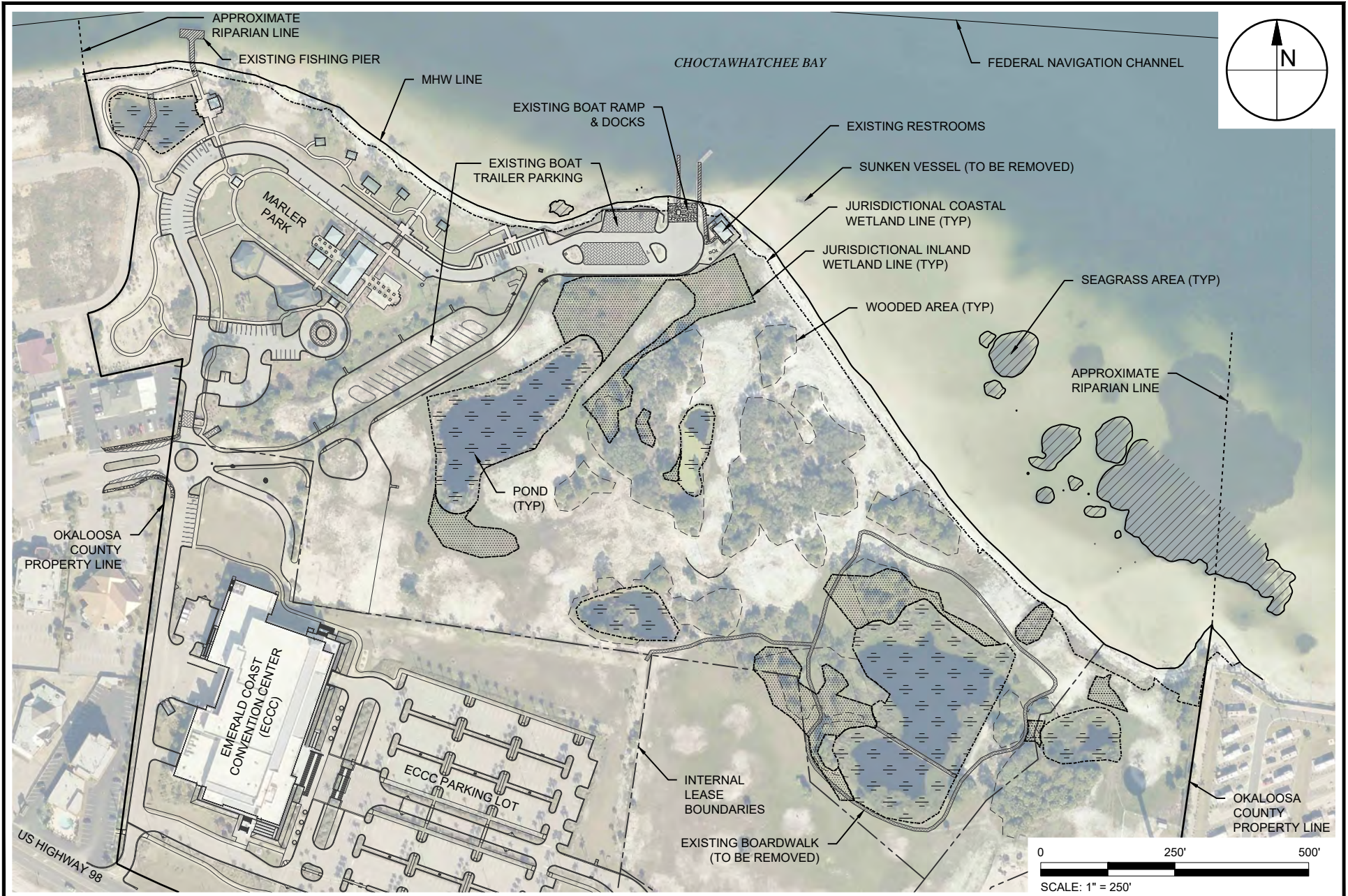
1221 AIRPORT ROAD
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FIGURE 3
 EXISTING CONDITIONS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

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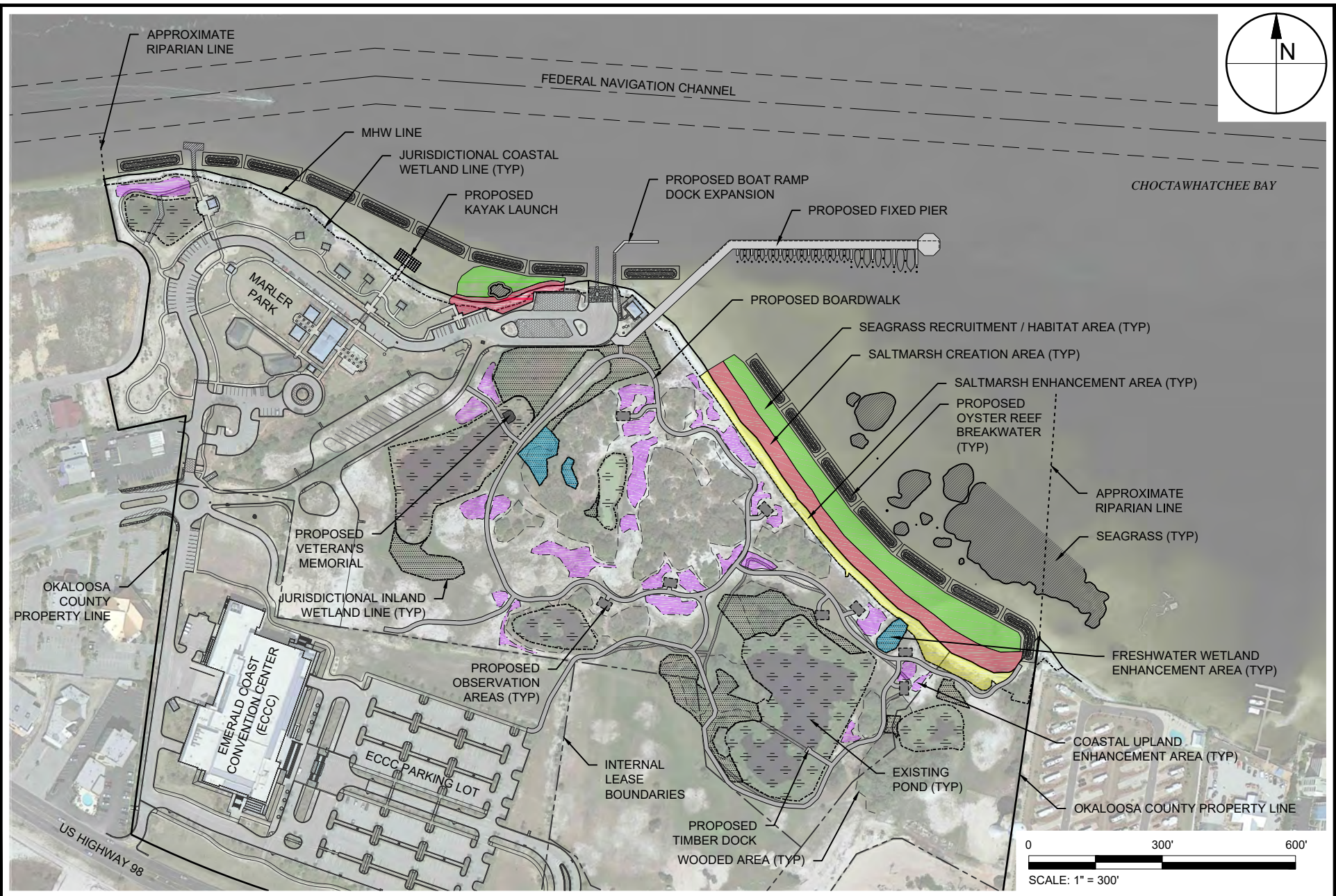
1221 AIRPORT ROAD
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FIGURE 4
EXISTING ENVIRONMENTAL RESOURCES MAP
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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DATE	FEB 2017

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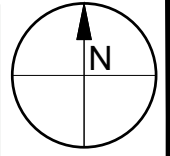


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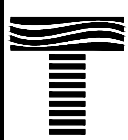
FIGURE 5
 PROJECT OVERVIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069	SEAL
DRAWN BY	AF / RLJ	
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		DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



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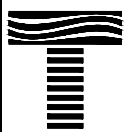
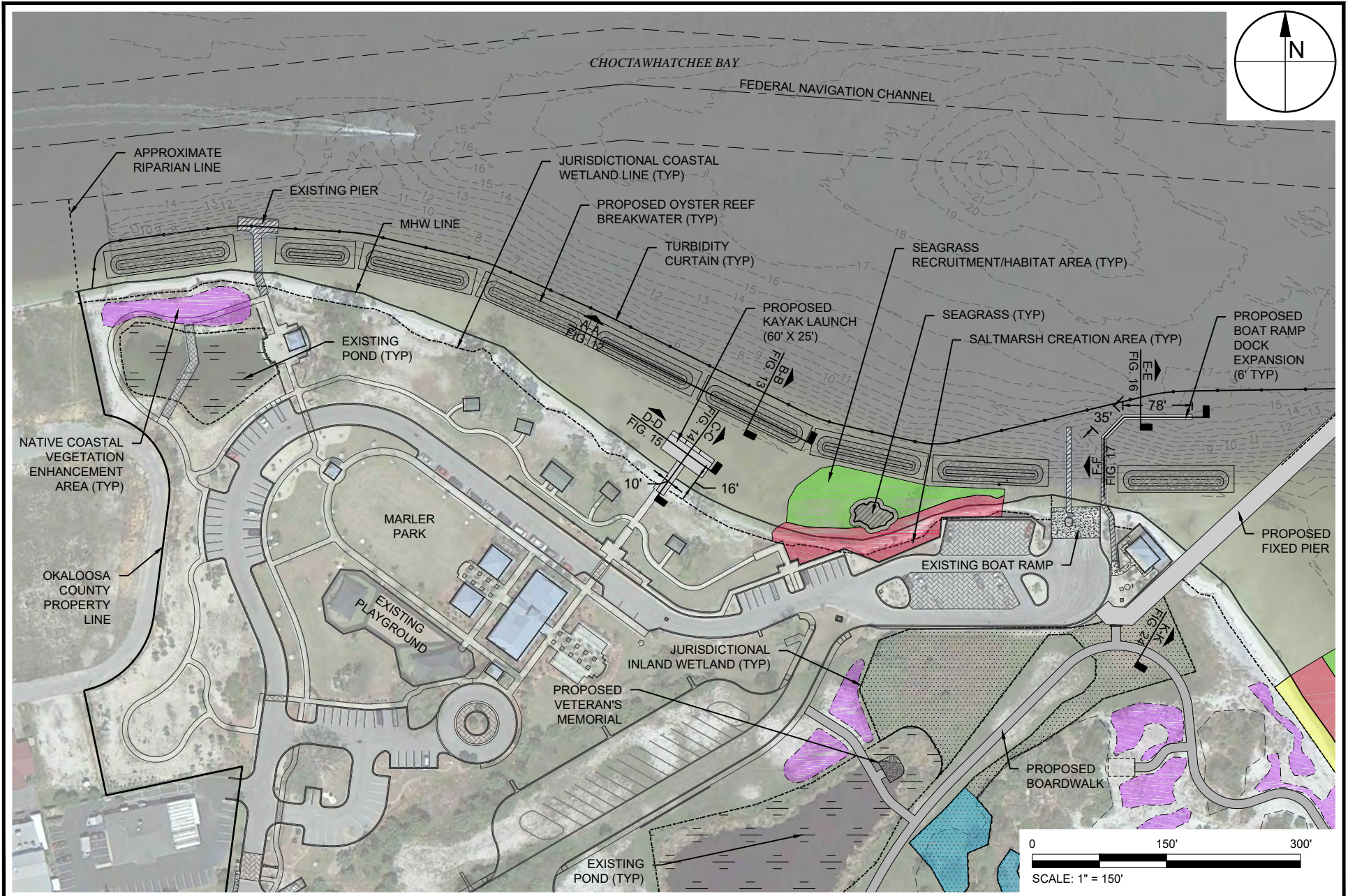
FIGURE 6
 SHEET INDEX
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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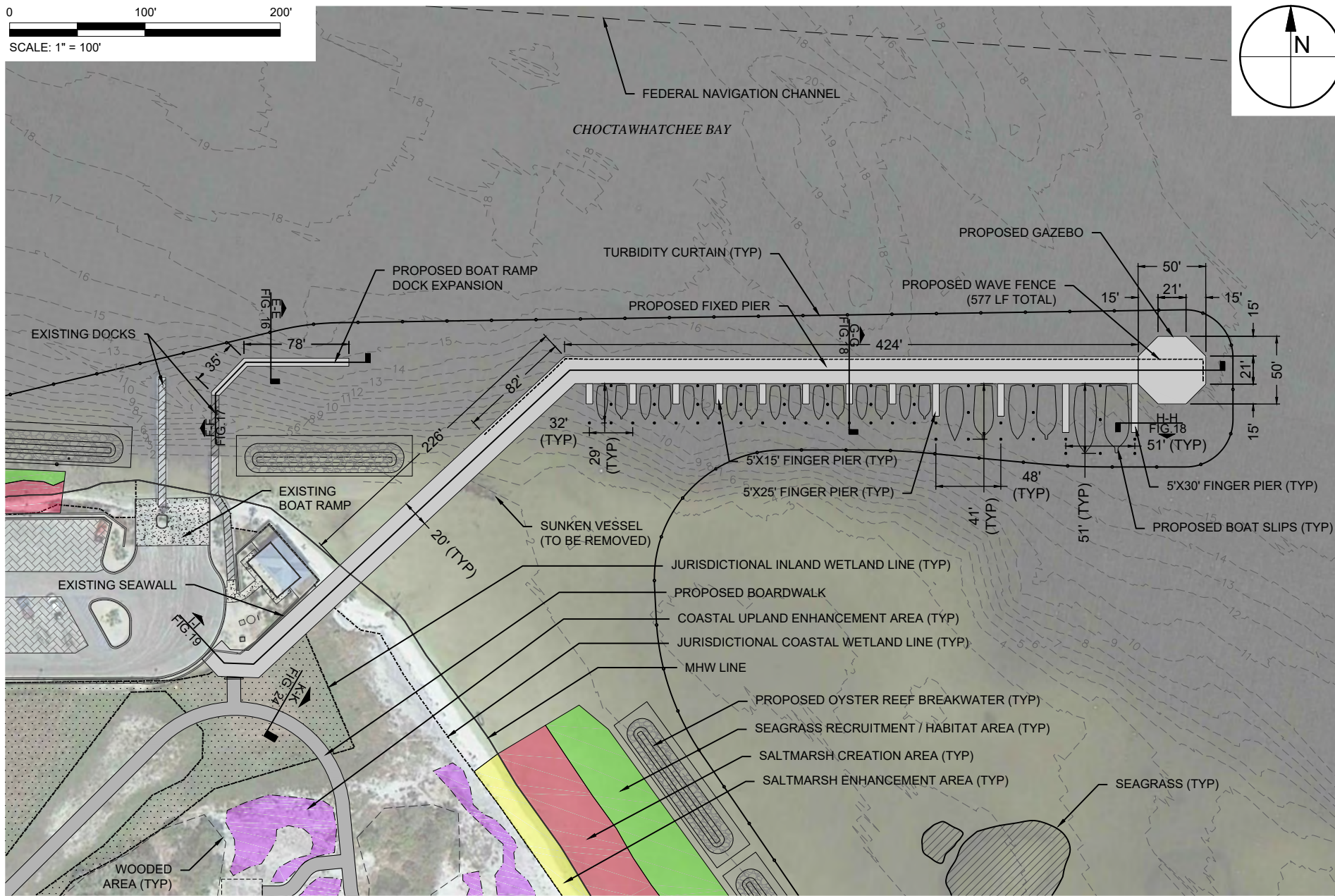
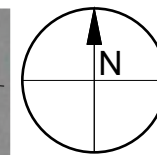
FIGURE 7
PROPOSED WEST SHORELINE PLAN VIEW
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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0 100' 200'

SCALE: 1" = 100'



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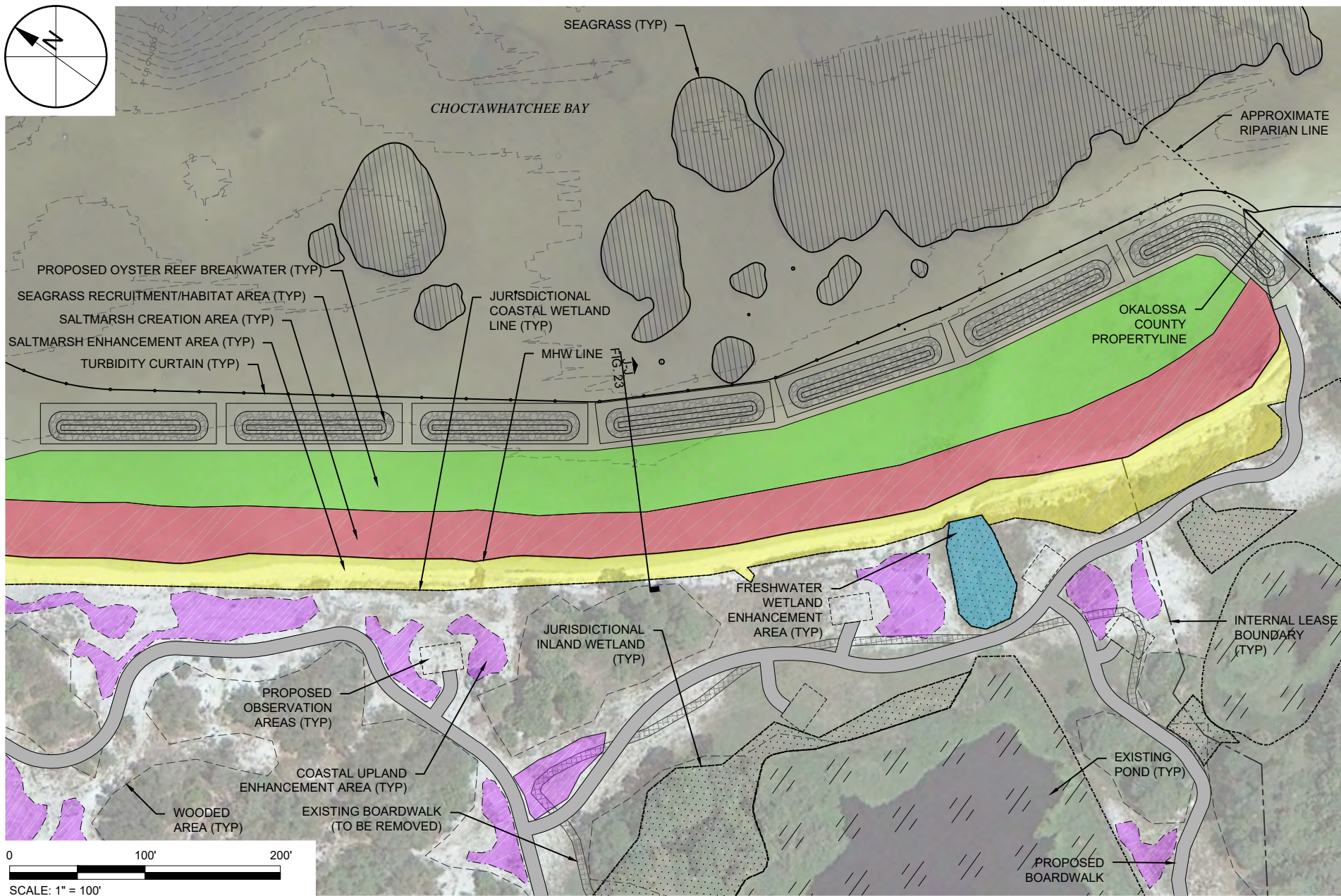
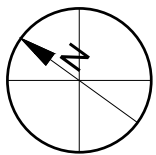
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FIGURE 8
 PROPOSED CENTRAL SHORELINE PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069	SEAL
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DATE	FEB 2017	
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		DATE

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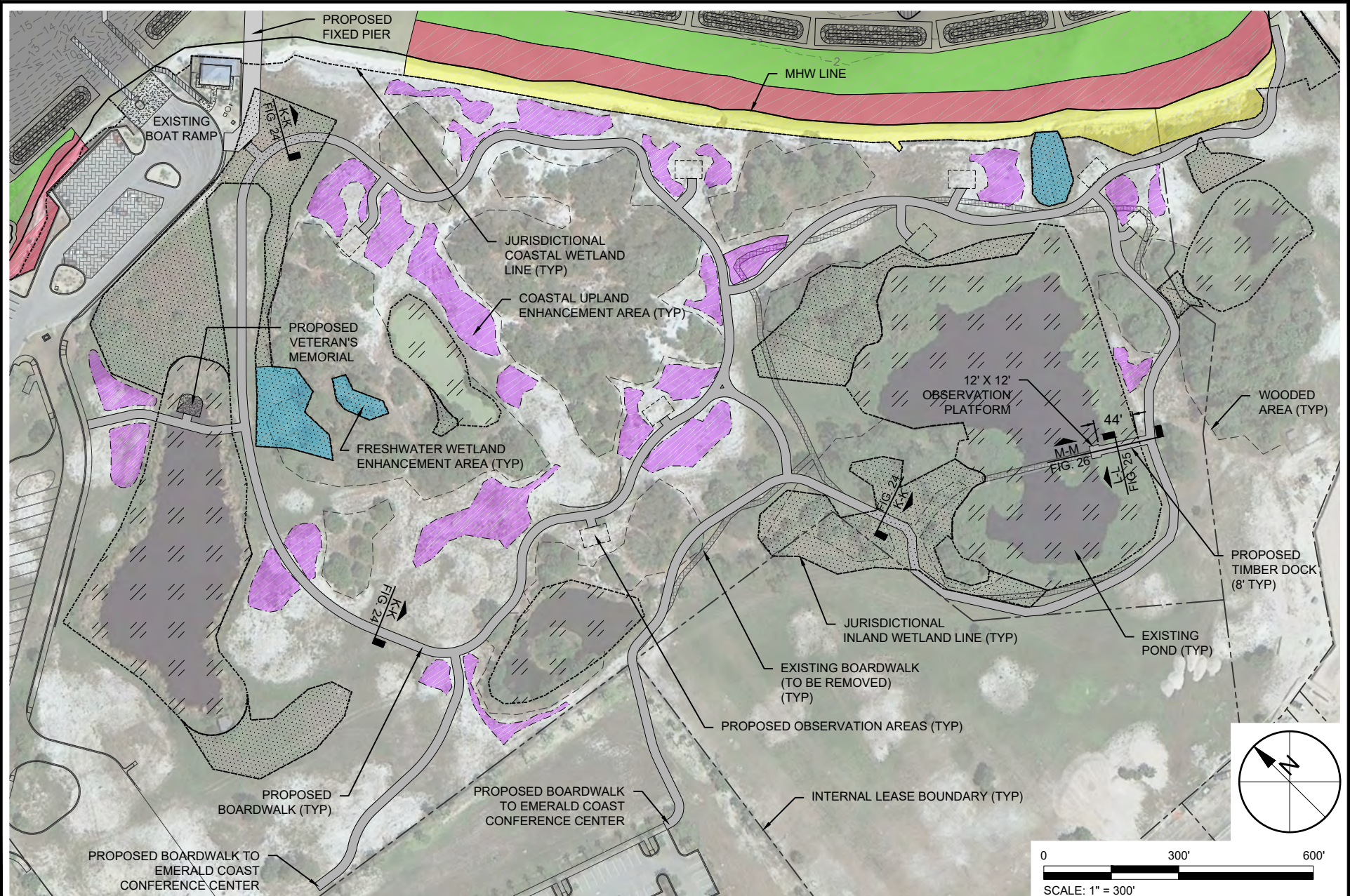

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FIGURE 9
 PROPOSED EAST SHORELINE PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069	SEAL
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		MATTHEW TRAMMELL P.E.# 66244
		DATE

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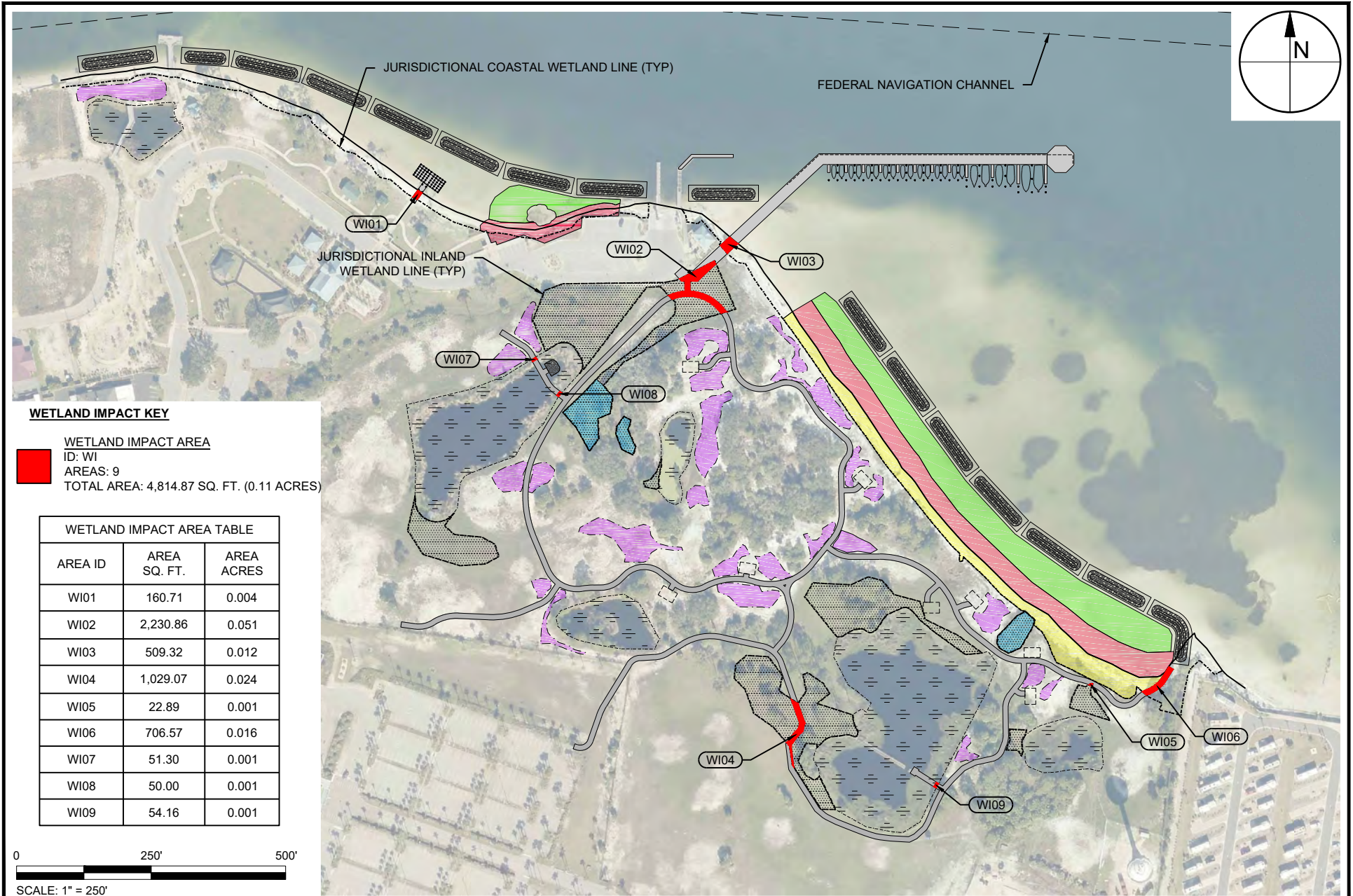
1221 AIRPORT ROAD
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DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 10
PROPOSED UPLAND IMPROVEMENTS PLAN VIEW
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	10 of 28
DATE	FEB 2017

SEAL	
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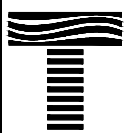
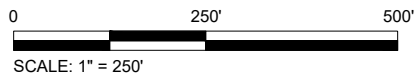
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WETLAND IMPACT KEY

WETLAND IMPACT AREA
 ID: WI
 AREAS: 9
 TOTAL AREA: 4,814.87 SQ. FT. (0.11 ACRES)

WETLAND IMPACT AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
WI01	160.71	0.004
WI02	2,230.86	0.051
WI03	509.32	0.012
WI04	1,029.07	0.024
WI05	22.89	0.001
WI06	706.57	0.016
WI07	51.30	0.001
WI08	50.00	0.001
WI09	54.16	0.001



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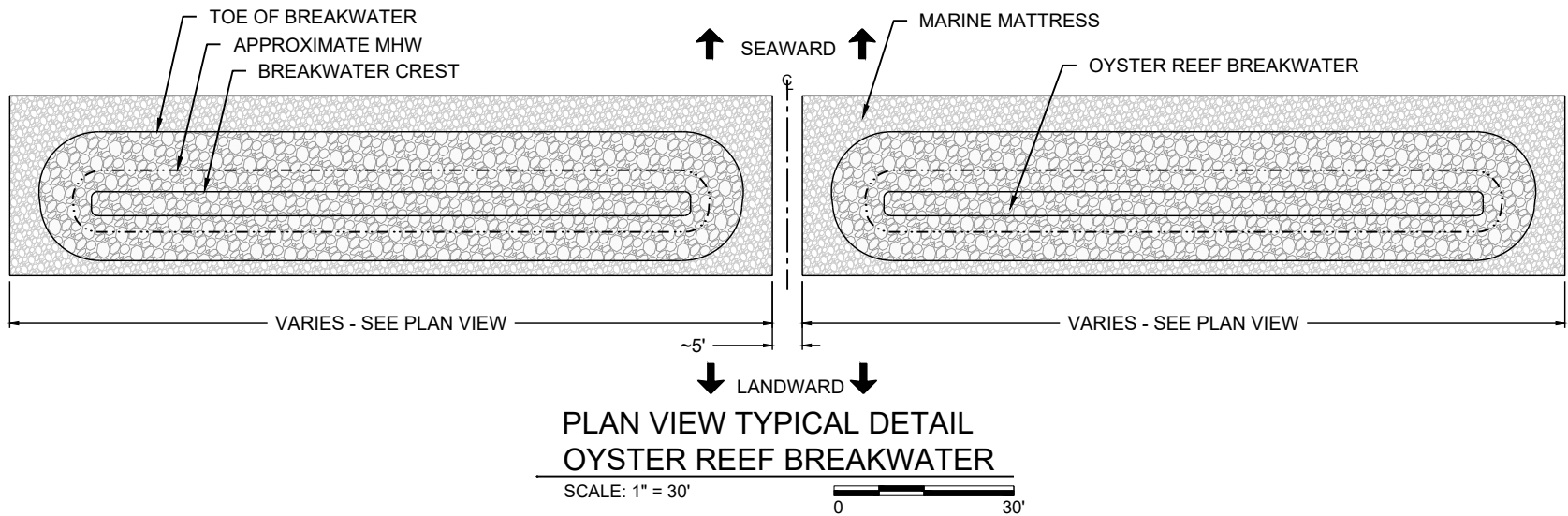
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FIGURE 11
 WETLAND IMPACT MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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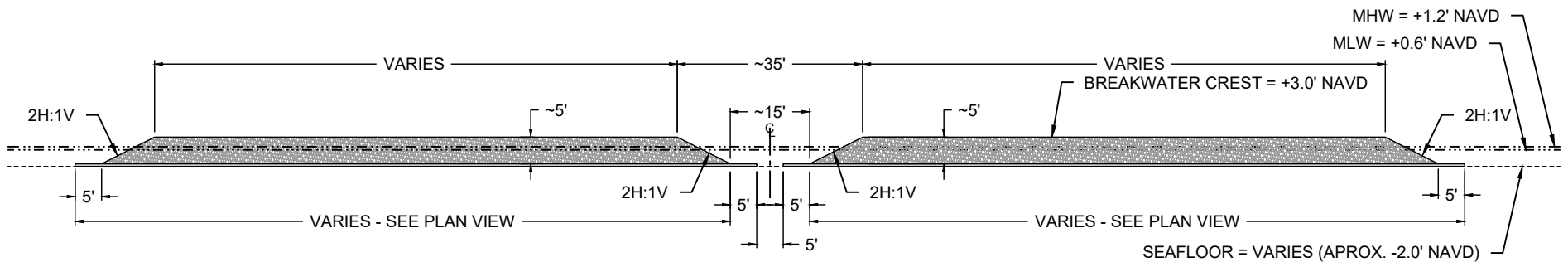
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MATTHEW TRAMMELL P.E. # 69244	DATE

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**PLAN VIEW TYPICAL DETAIL
OYSTER REEF BREAKWATER**

SCALE: 1" = 30'

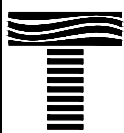


**ELEVATION VIEW TYPICAL DETAIL
OYSTER REEF BREAKWATER**

SCALE: 1" = 30'



FIG. 7
A-A



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FIGURE 12
BREAKWATER DETAILS
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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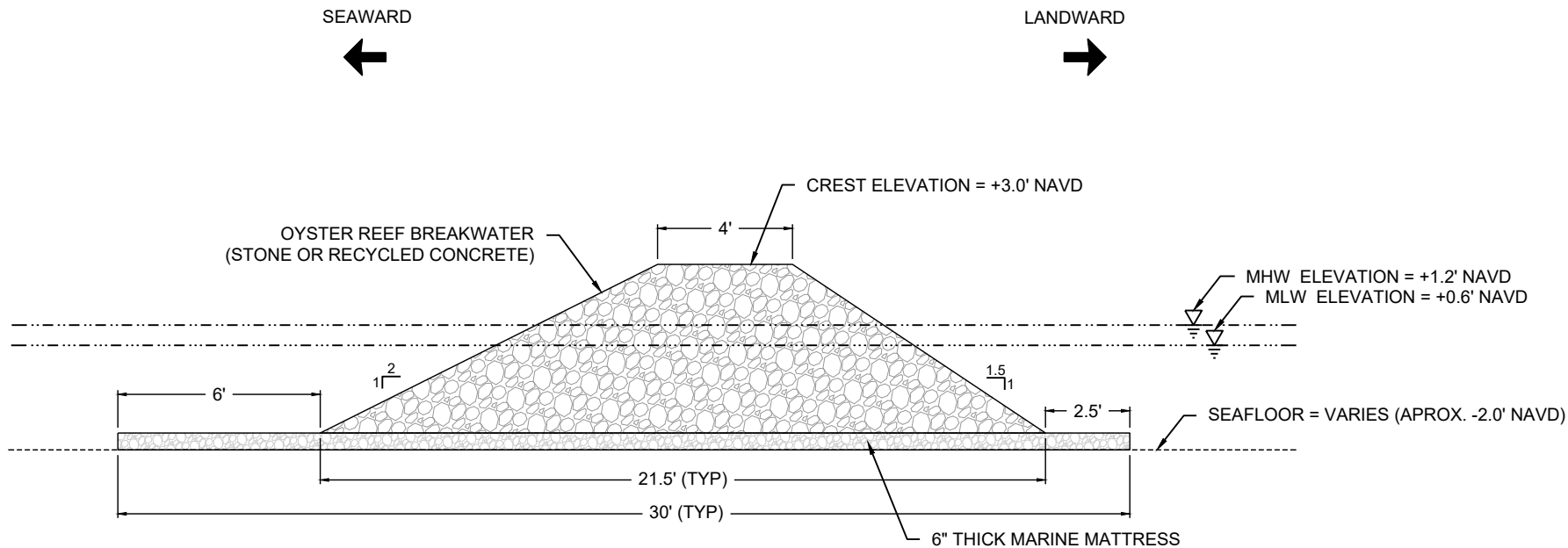
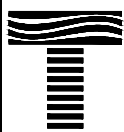


FIG. 7
B-B
**SECTION VIEW TYPICAL DETAIL
OYSTER REEF BREAKWATER**
 SCALE: 1" = 5'

0
5'



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FIGURE 13
 OYSTER REEF BREAKWATER SECTION DETAIL
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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DATE	FEB 2017

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DATE

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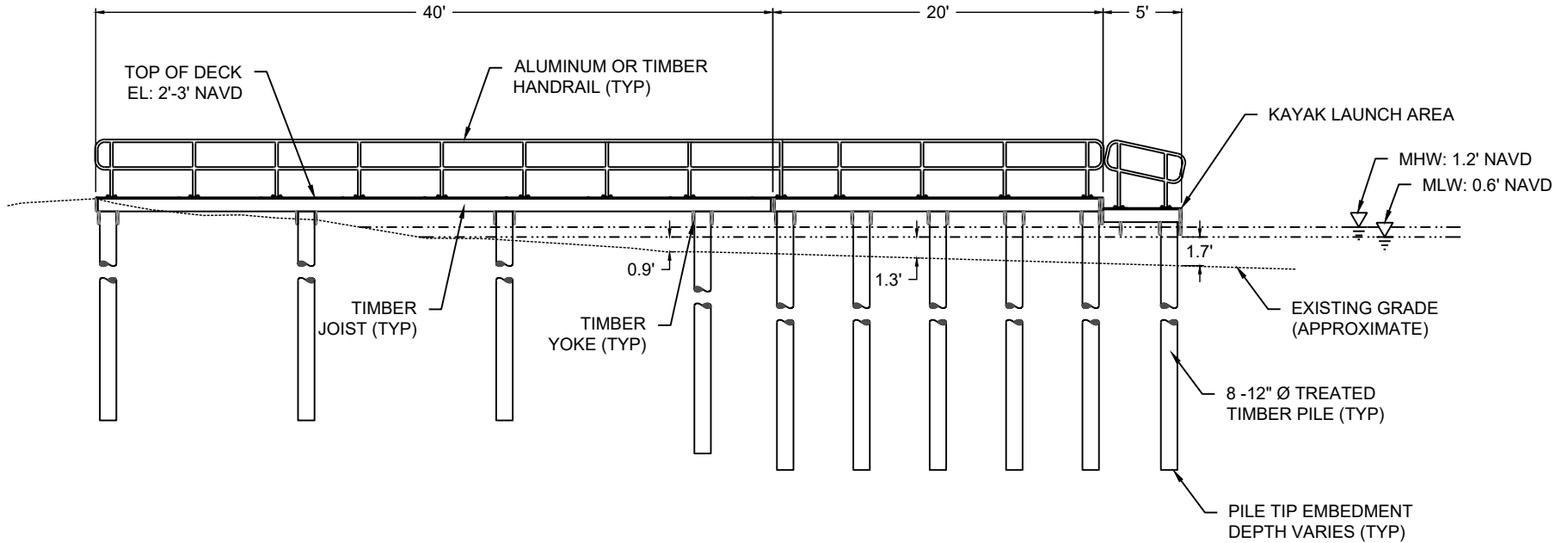
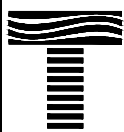


FIG. 7
C-C

TYPICAL SECTION VIEW KAYAK LAUNCH

SCALE: 1" = 10'



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FIGURE 14
KAYAK LAUNCH SECTION DETAIL C-C
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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DATE

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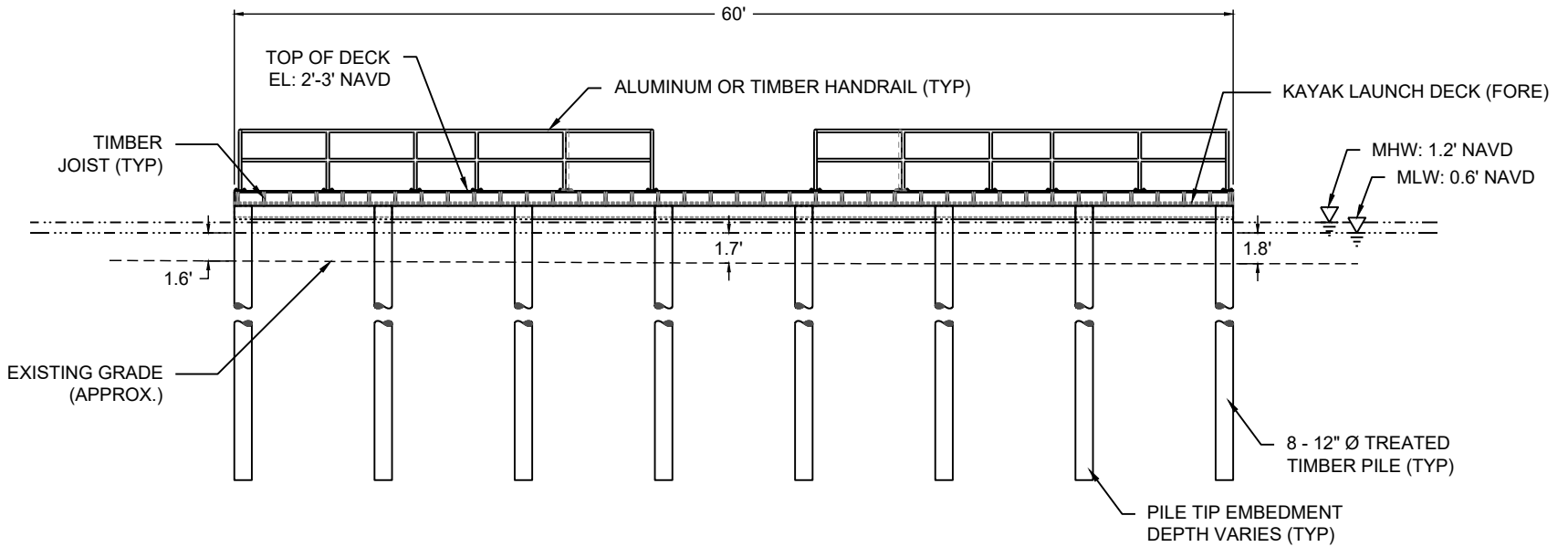
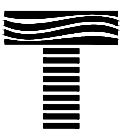


FIG. 7
D-D

TYPICAL SECTION VIEW KAYAK LAUNCH

SCALE: 1" = 10'



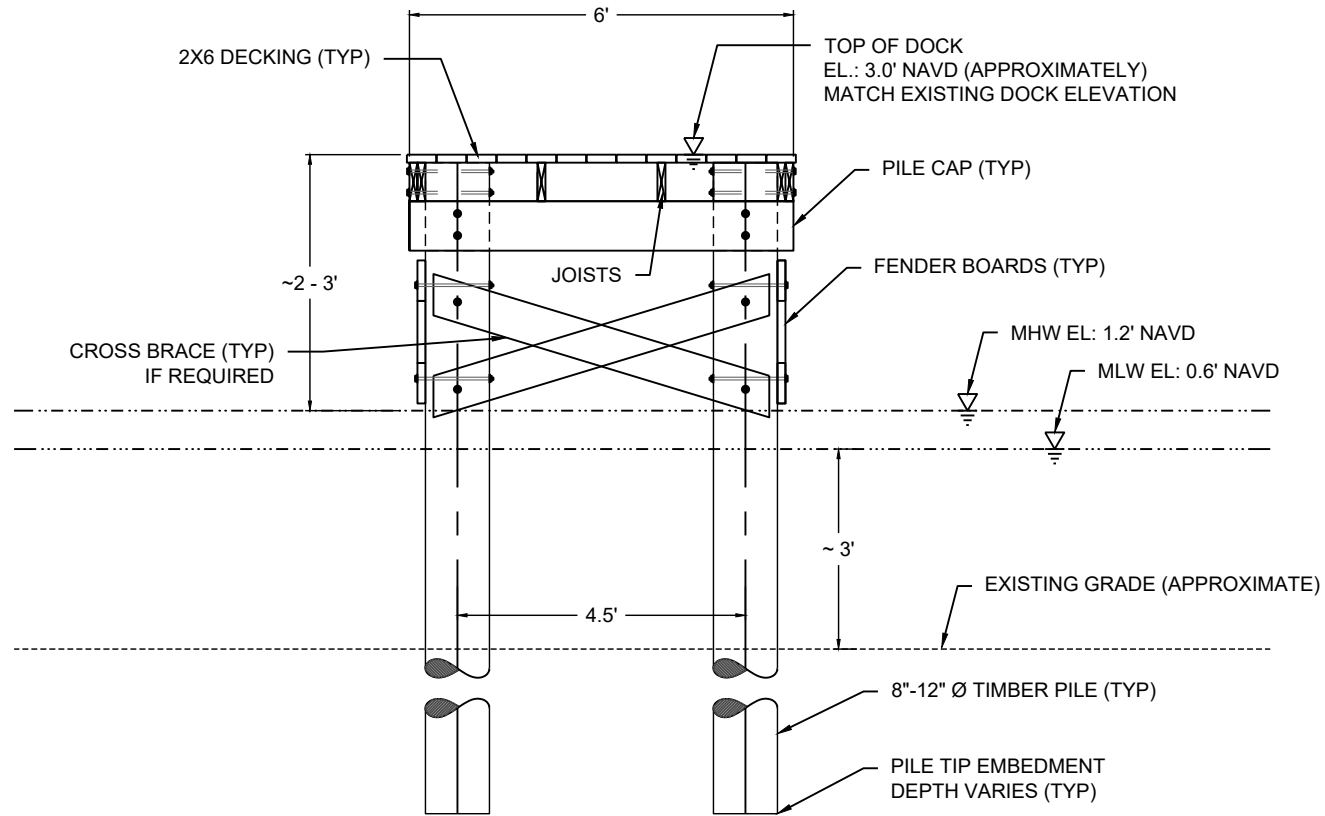
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FIGURE 15
 KAYAK LAUNCH SECTION DETAIL D-D
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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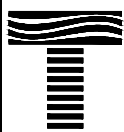
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F7 & F8
E-E

**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK EXTENSION**

SCALE: 1" = 3'



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FIGURE 16
TIMBER DOCK SECTION VIEW TYPICAL DETAIL E-E
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

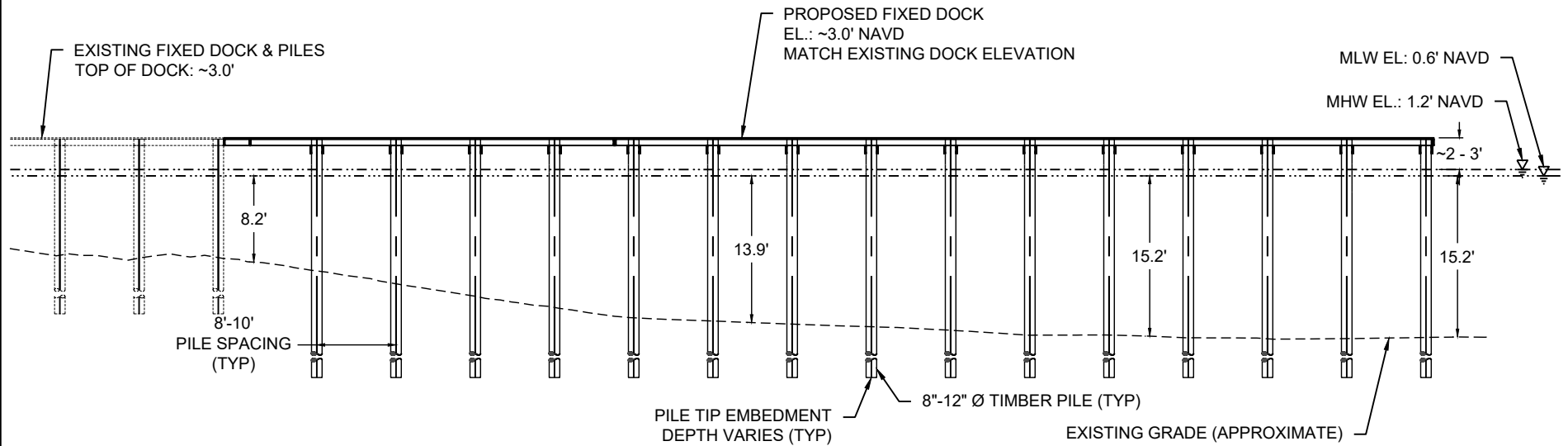
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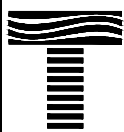
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F7 & F8
F-F

**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK EXTENSION**

SCALE: 1" = 15'



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FIGURE 17
TIMBER DOCK SECTION VIEW TYPICAL DETAIL F-F
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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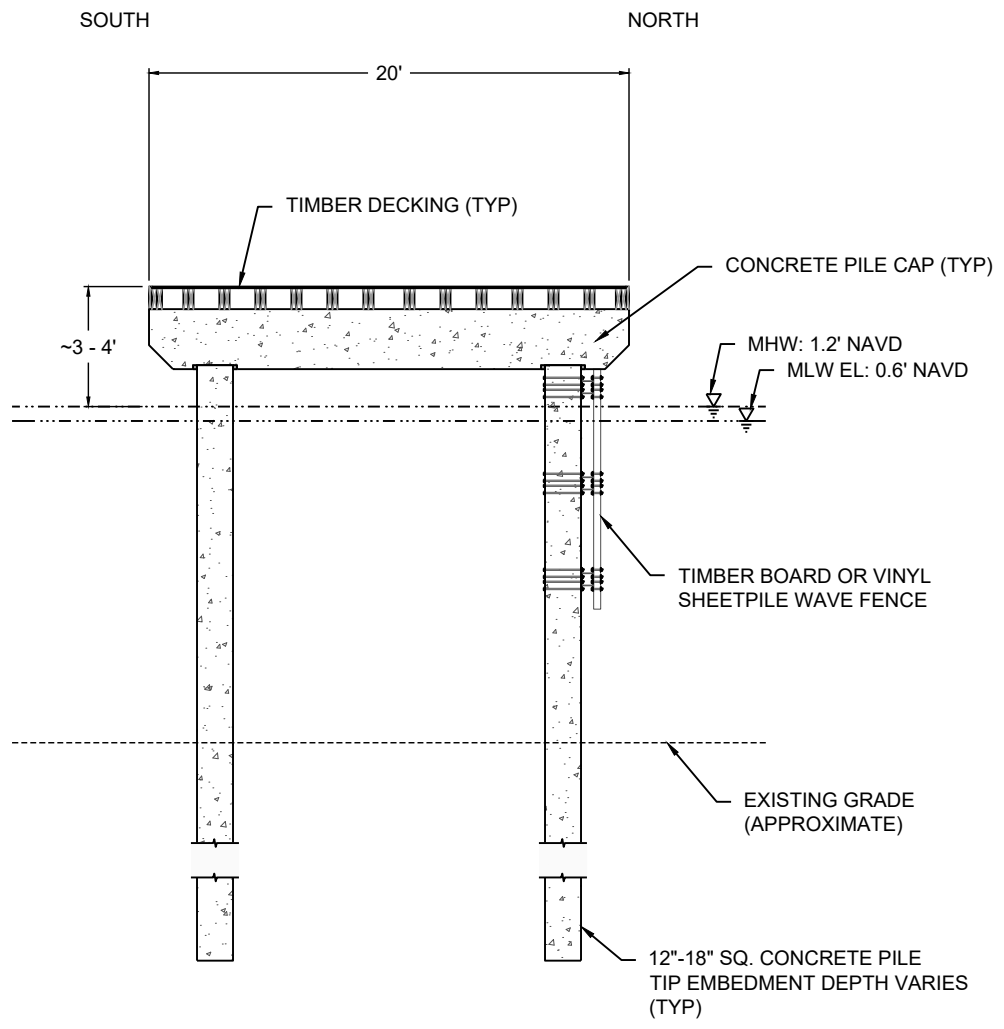


FIG. 8
G-G
SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK
SCALE: 1" = 8'
0 8'

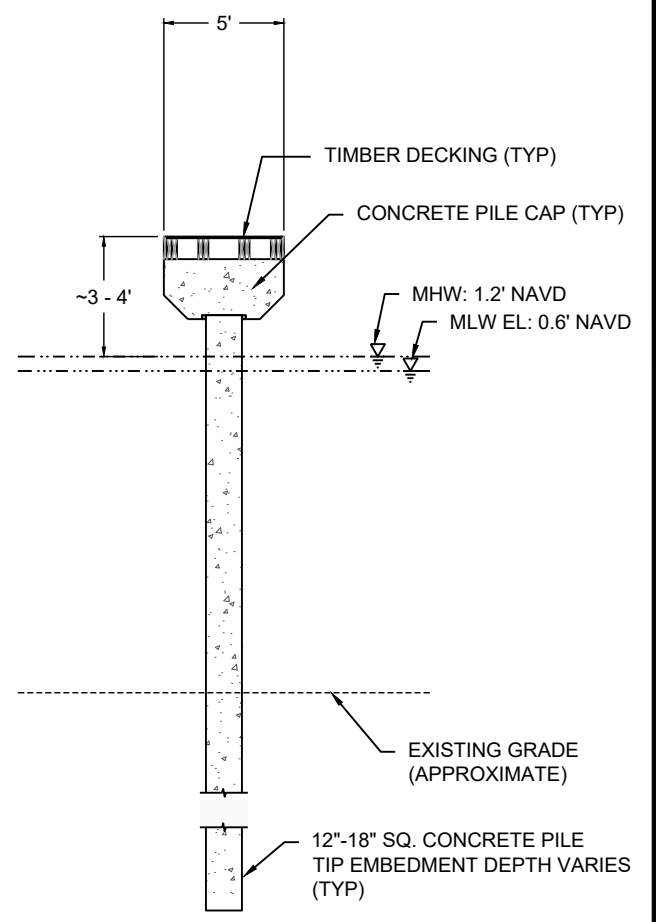


FIG. 8
H-H
SECTION VIEW TYPICAL DETAIL
FINGER PIER DOCKS
SCALE: 1" = 8'
0 8'



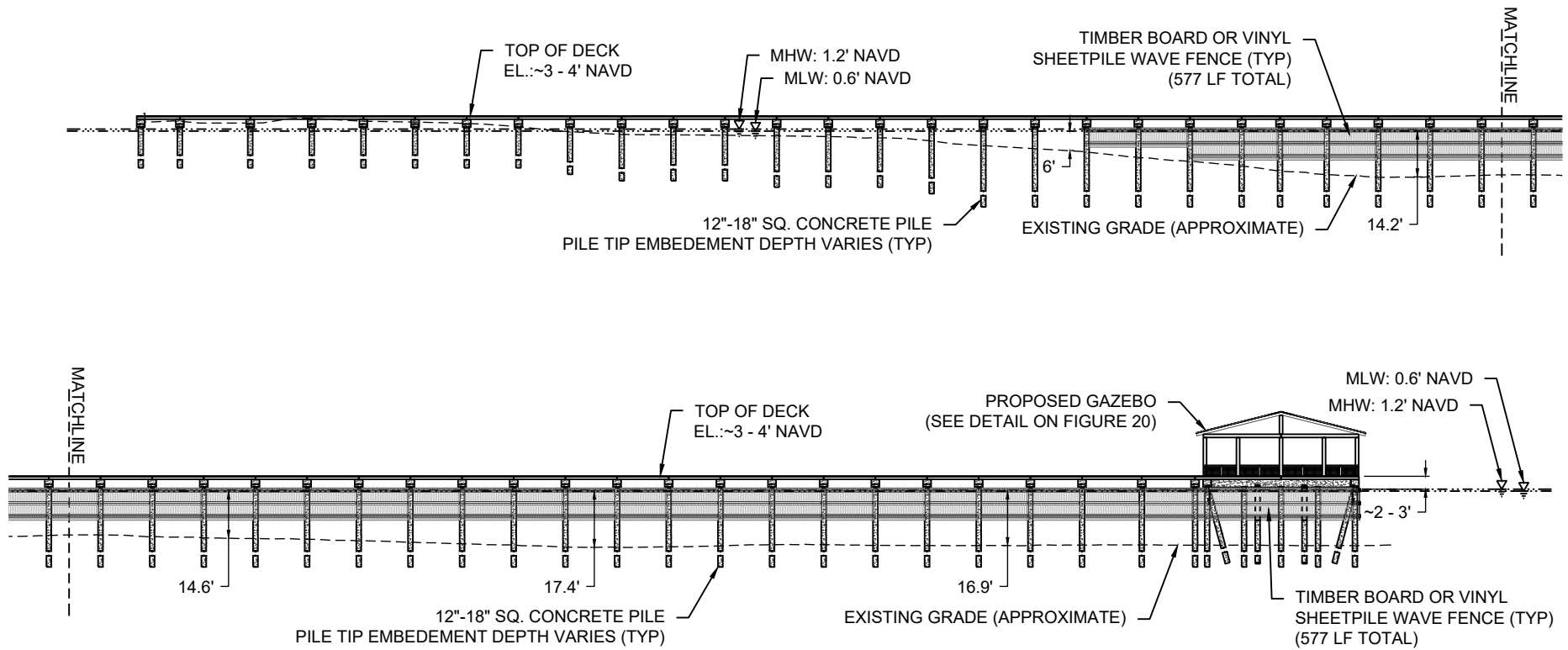
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FIGURE 18
FIXED PIER DOCK SECTION VIEW TYPICAL DETAILS G-G & H-H
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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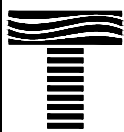
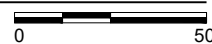
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**SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK**

FIG. 8
I-I

SCALE: 1" = 50'



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FIGURE 19
FIXED PIER DOCK SECTION VIEW TYPICAL DETAIL I-I
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

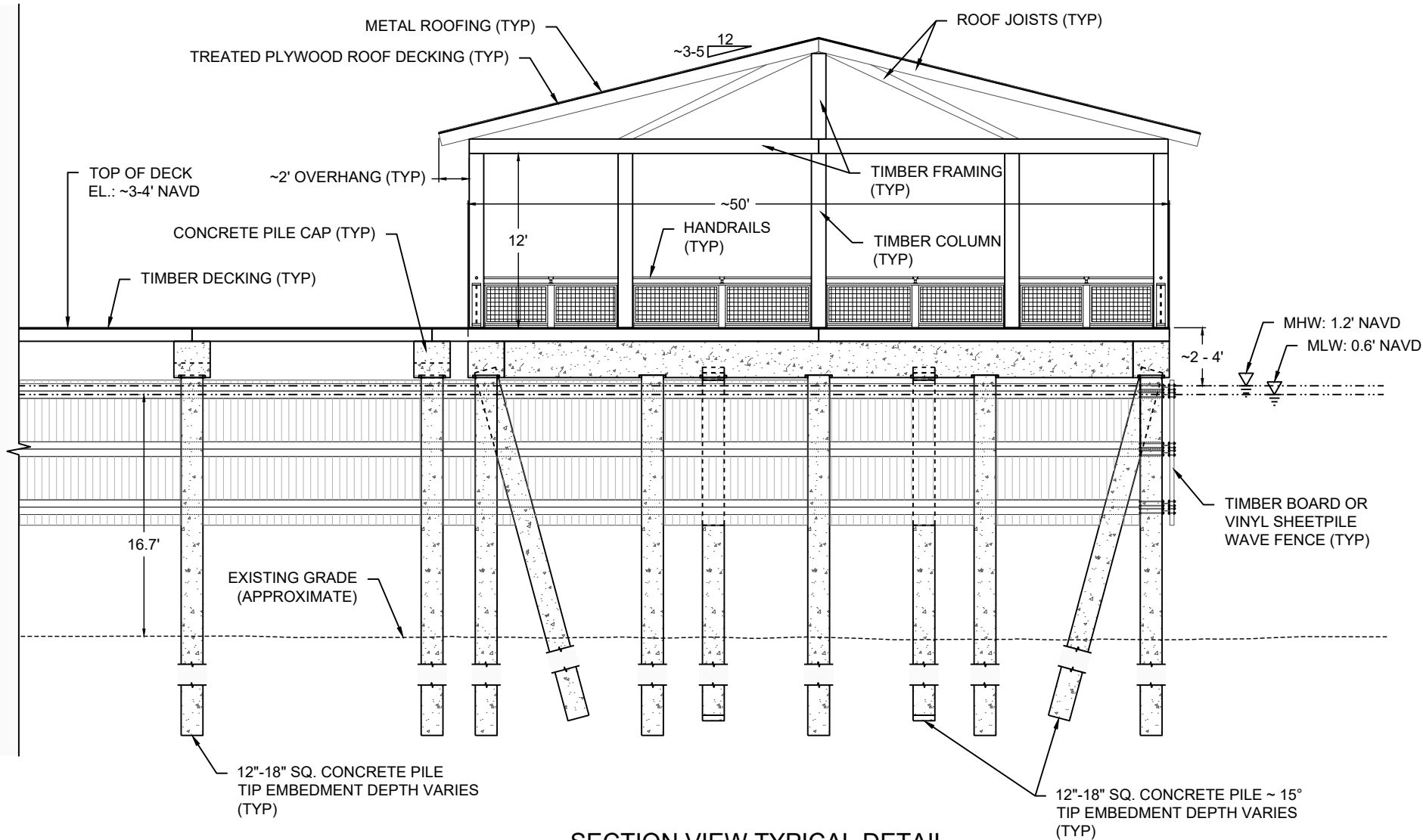
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DATE	FEB 2017

SEAL

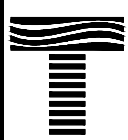
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**SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK GAZEBO**
SCALE: 1" = 10'



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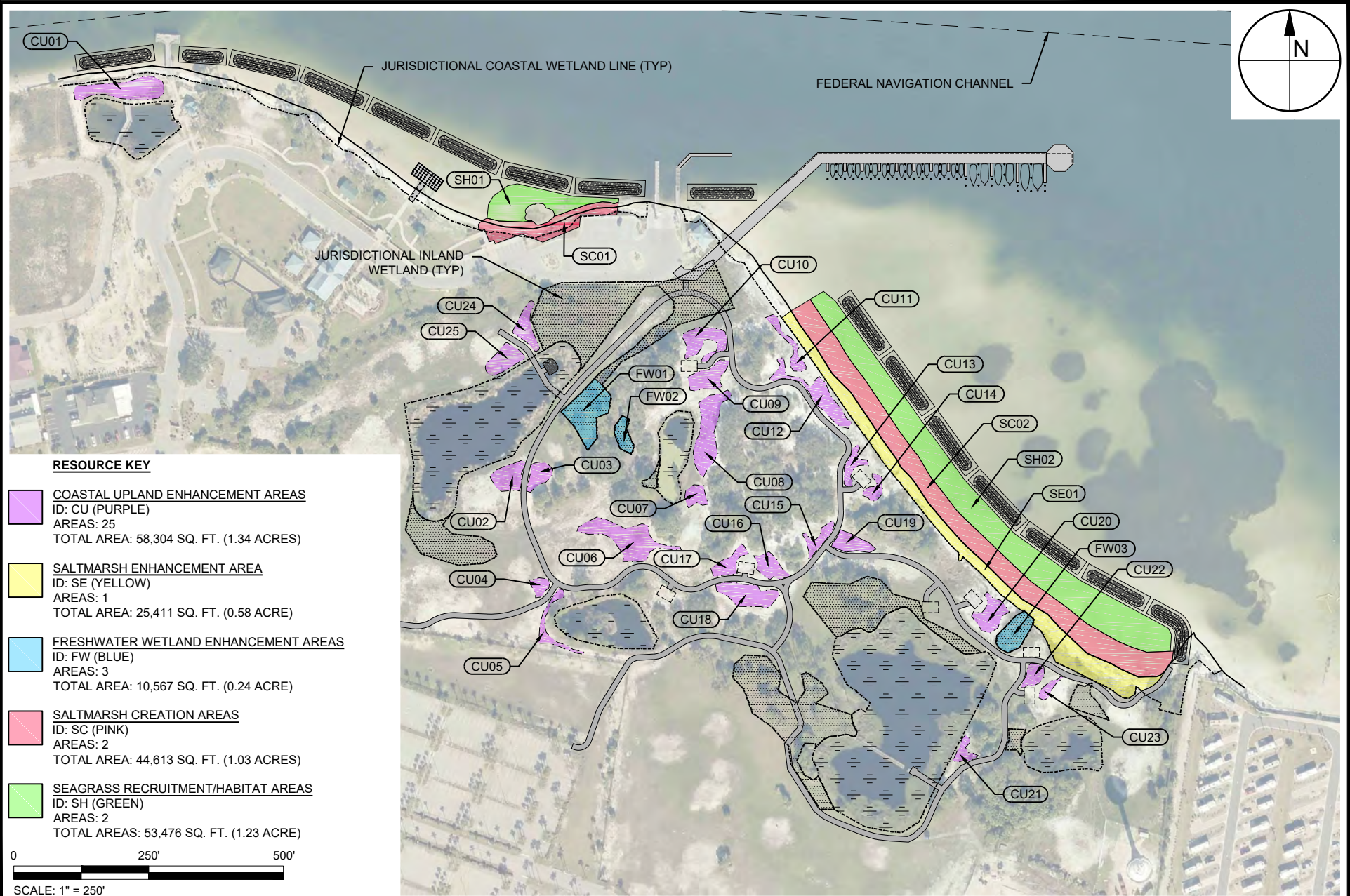
FIGURE 20
FIXED PIER DOCK GAZEBO SECTION VIEW TYPICAL DETAIL
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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MATTHEW TRAMMELL P.E.# 69244	DATE

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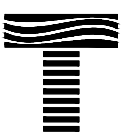
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RESOURCE KEY

- COASTAL UPLAND ENHANCEMENT AREAS**
 ID: CU (PURPLE)
 AREAS: 25
 TOTAL AREA: 58,304 SQ. FT. (1.34 ACRES)
- SALTMARSH ENHANCEMENT AREA**
 ID: SE (YELLOW)
 AREAS: 1
 TOTAL AREA: 25,411 SQ. FT. (0.58 ACRE)
- FRESHWATER WETLAND ENHANCEMENT AREAS**
 ID: FW (BLUE)
 AREAS: 3
 TOTAL AREA: 10,567 SQ. FT. (0.24 ACRE)
- SALTMARSH CREATION AREAS**
 ID: SC (PINK)
 AREAS: 2
 TOTAL AREA: 44,613 SQ. FT. (1.03 ACRES)
- SEAGRASS RECRUITMENT/HABITAT AREAS**
 ID: SH (GREEN)
 AREAS: 2
 TOTAL AREAS: 53,476 SQ. FT. (1.23 ACRE)

0 250' 500'
 SCALE: 1" = 250'



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FIGURE 21
 ENVIRONMENTAL RESOURCES IMPROVEMENTS MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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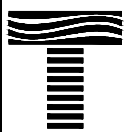
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RESOURCES AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
CU01	4,905.95	0.11
CU02	2,483.82	0.06
CU03	1,659.52	0.04
CU04	889.89	0.02
CU05	1,602.14	0.04
CU06	6,137.69	0.14
CU07	1,292.96	0.03
CU08	5,240.61	0.12
CU09	2,511.00	0.06
CU10	3,098.17	0.07
CU11	1,601.62	0.04
CU12	3,878.71	0.09
CU13	1,355.37	0.03
CU14	1,045.66	0.02
CU15	1,377.45	0.03
CU16	1,903.47	0.04
CU17	1,694.89	0.04
CU18	3,636.00	0.08
CU19	1,976.43	0.05

RESOURCES AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
CU20	2,576.78	0.06
CU21	1,008.46	0.02
CU22	1,266.67	0.03
CU23	687.51	0.02
CU24	2,024.59	0.05
CU25	2,448.62	0.06
FW01	5,966.47	0.14
FW02	1,516.69	0.03
FW03	3,084.00	0.07
SC01	7,650.67	0.18
SC02	36,962.07	0.85
SE01	25,410.91	0.58
SH01	8,157.13	0.19
SH02	45,318.81	1.04

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FIGURE 22
 ENVIRONMENTAL RESOURCES IMPROVEMENTS TABLE
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

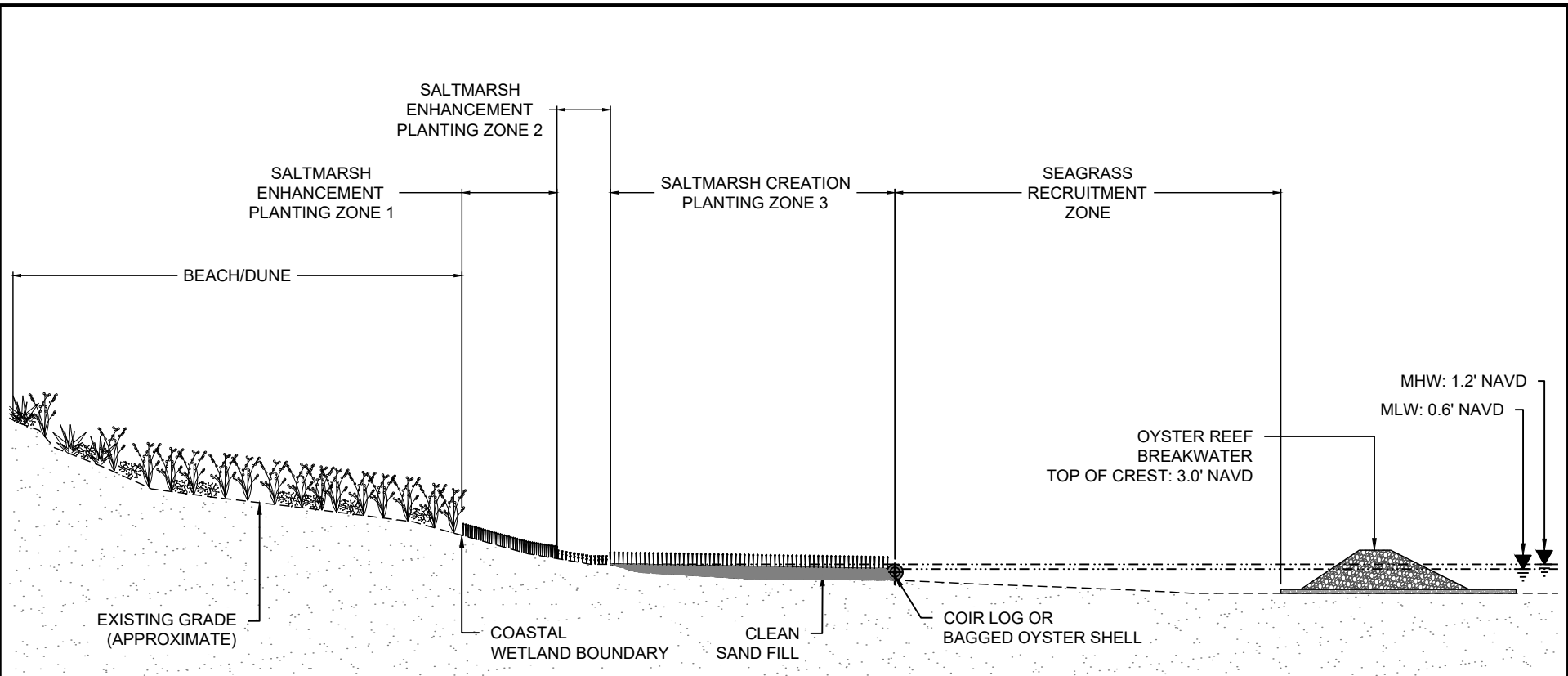
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PLANTING SCHEDULE				
ZONE	COMMON NAME	SCIENTIFIC NAME	SIZE	DENSITY
1	MARSH-HAY CORDGRASS	<i>Spartina patens</i>	2" LINER	12" ON CENTER
2	BLACK NEEDLERUSH	<i>Juncus roemerianus</i>	2" LINER	12" ON CENTER
3	SMOOTH CORDGRASS	<i>Spartina alterniflora</i>	2" LINER	12" ON CENTER

FIG. 9 LIVING SHORELINE TYPICAL CROSS SECTION
J-J NOT TO SCALE

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FIGURE 23
 LIVING SHORELINE TYPICAL CROSS SECTION
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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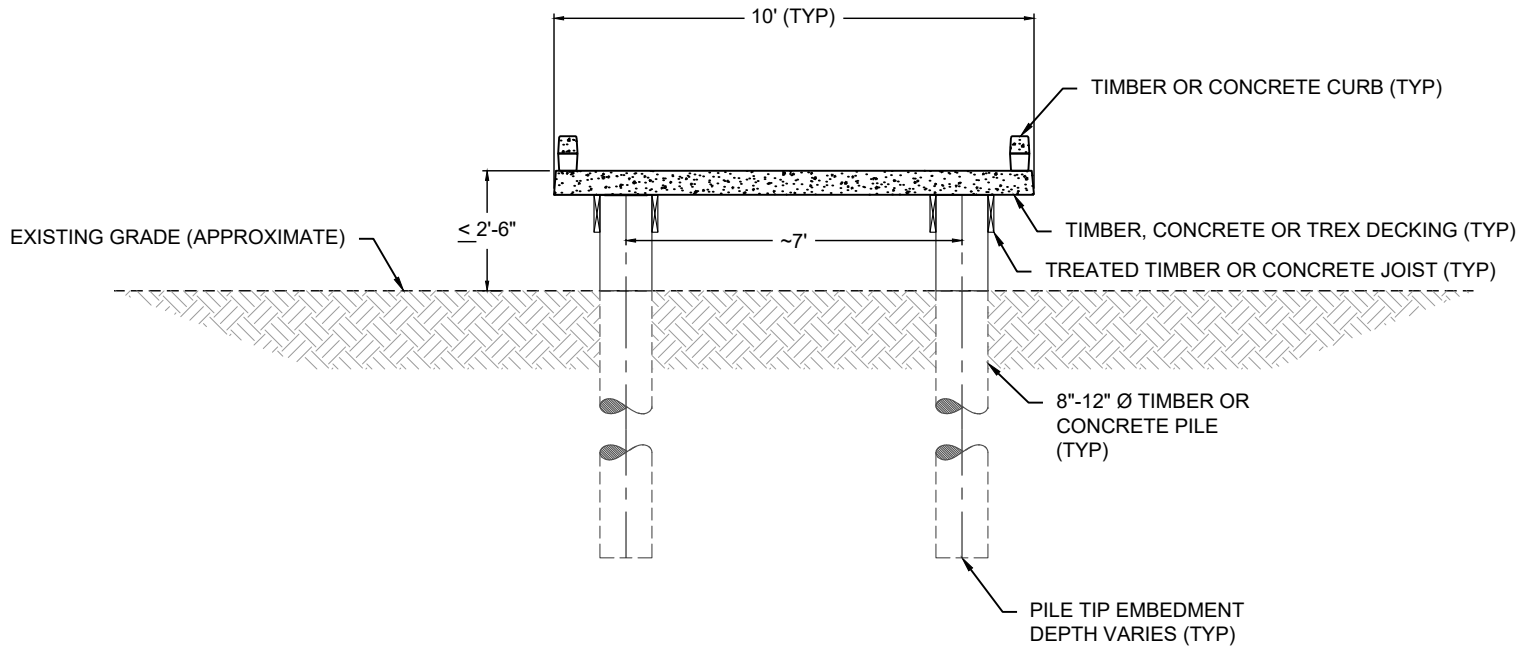
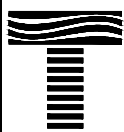


FIG. 10
K-K

**TYPICAL SECTION DETAIL
BOARDWALK**

SCALE: 1" = 4'



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FIGURE 24
BOARDWALK TYPICAL SECTION DETAIL L-L
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

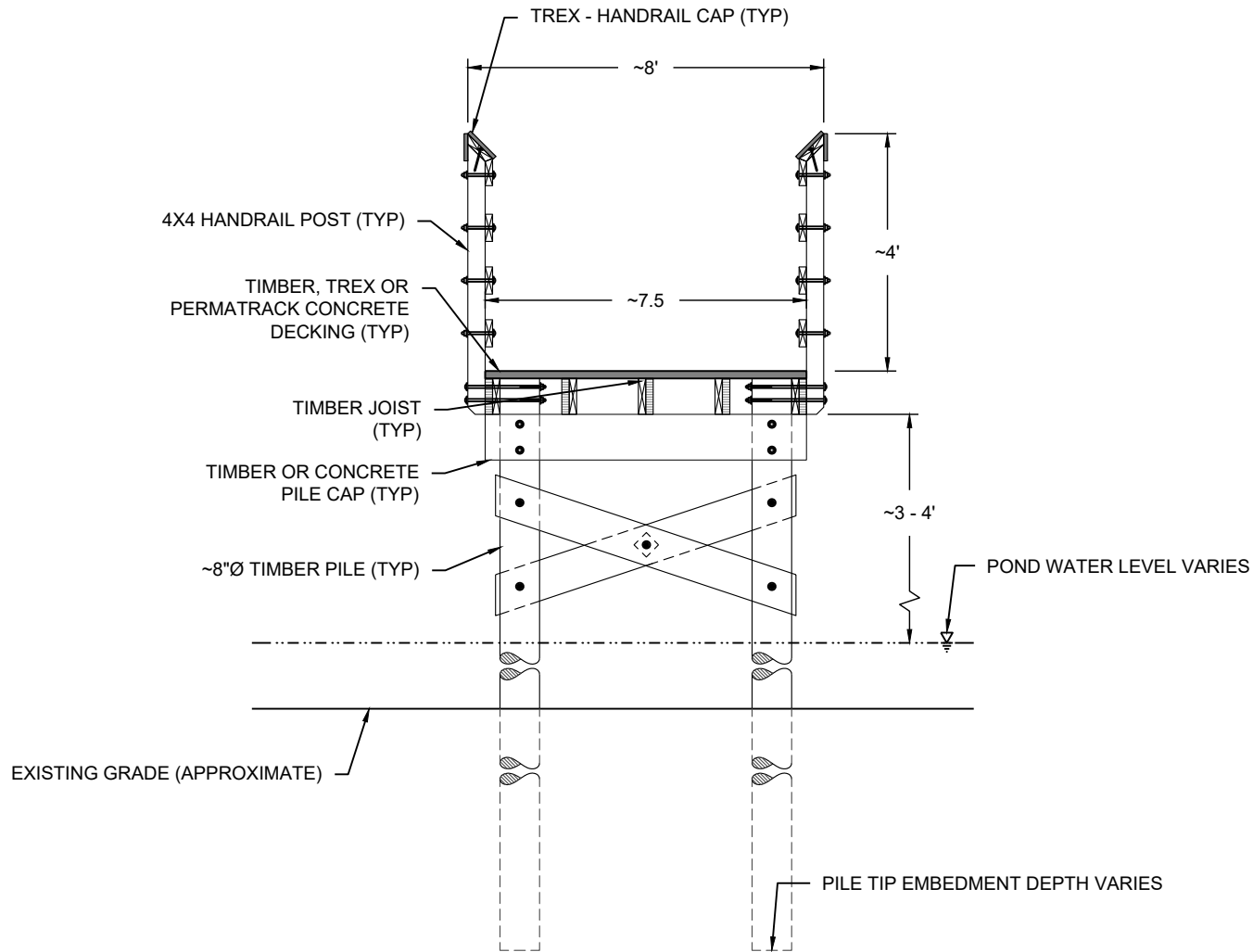
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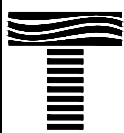
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SECTION VIEW TYPICAL DETAIL
TIMBER DOCK AT POND

FIG. 10
L-L

SCALE: 1" = 3'



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FIGURE 25
TIMBER DOCK AT POND TYPICAL SECTION VIEW DETAIL L-L
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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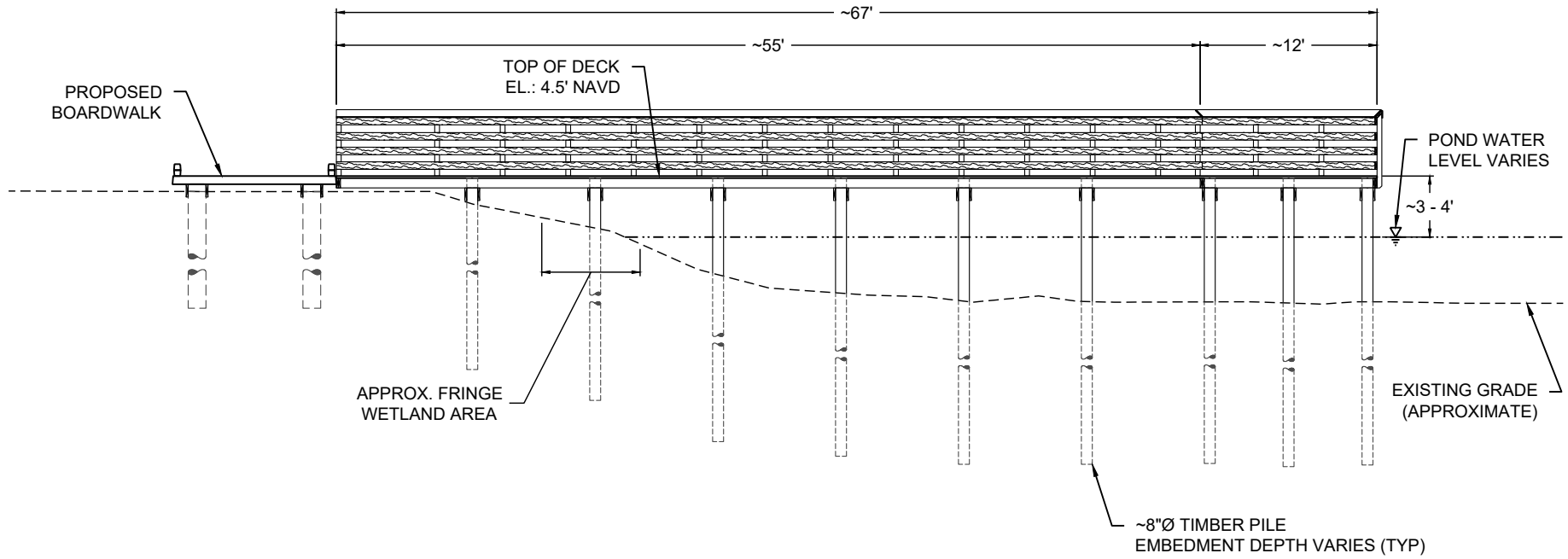
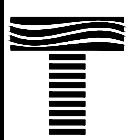


FIG. 10
M-M

**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK AT POND**

SCALE: 1" = 10'



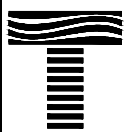
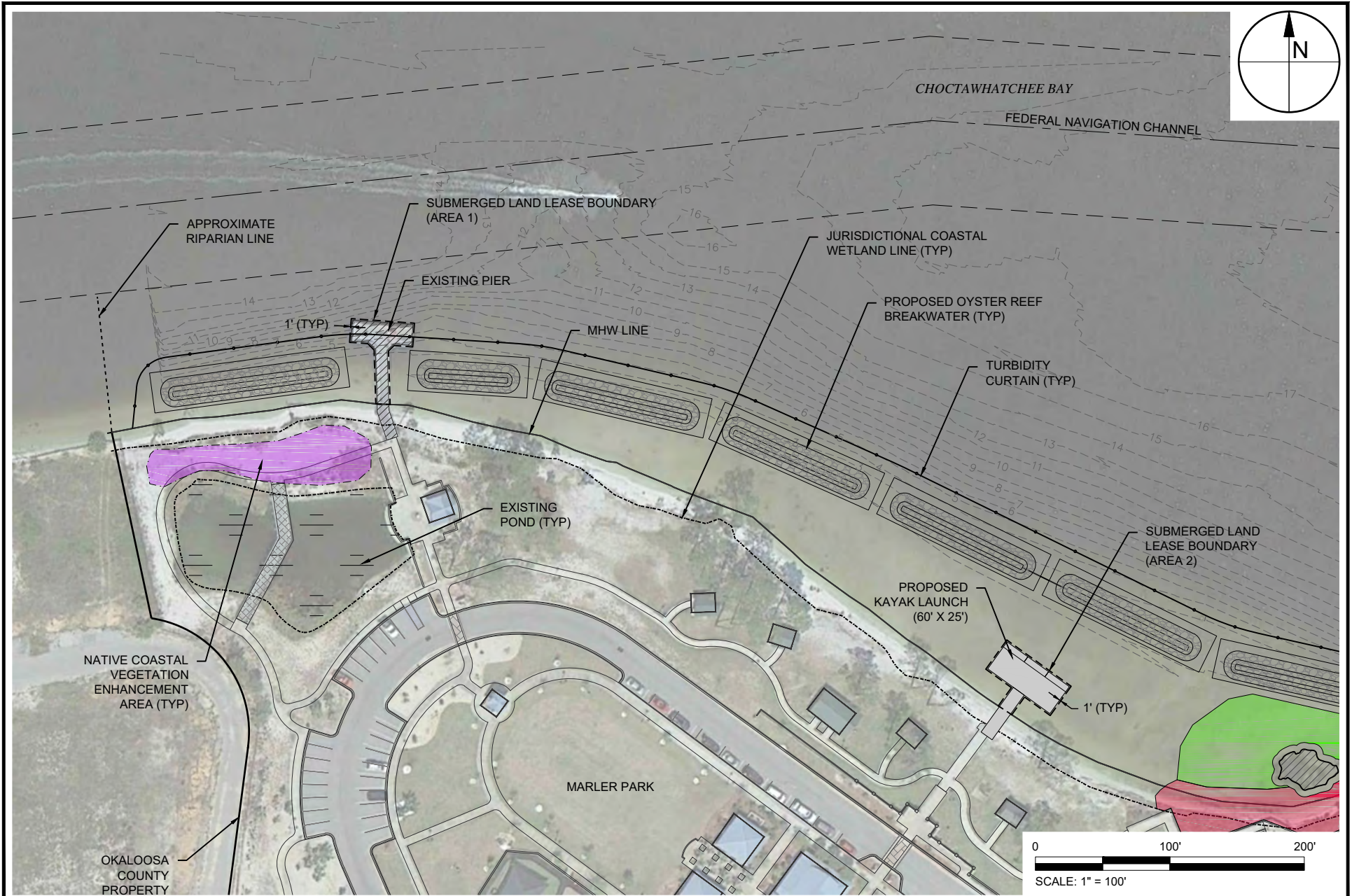
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FIGURE 26
TIMBER DOCK AT POND TYPICAL SECTION VIEW DETAIL M-M
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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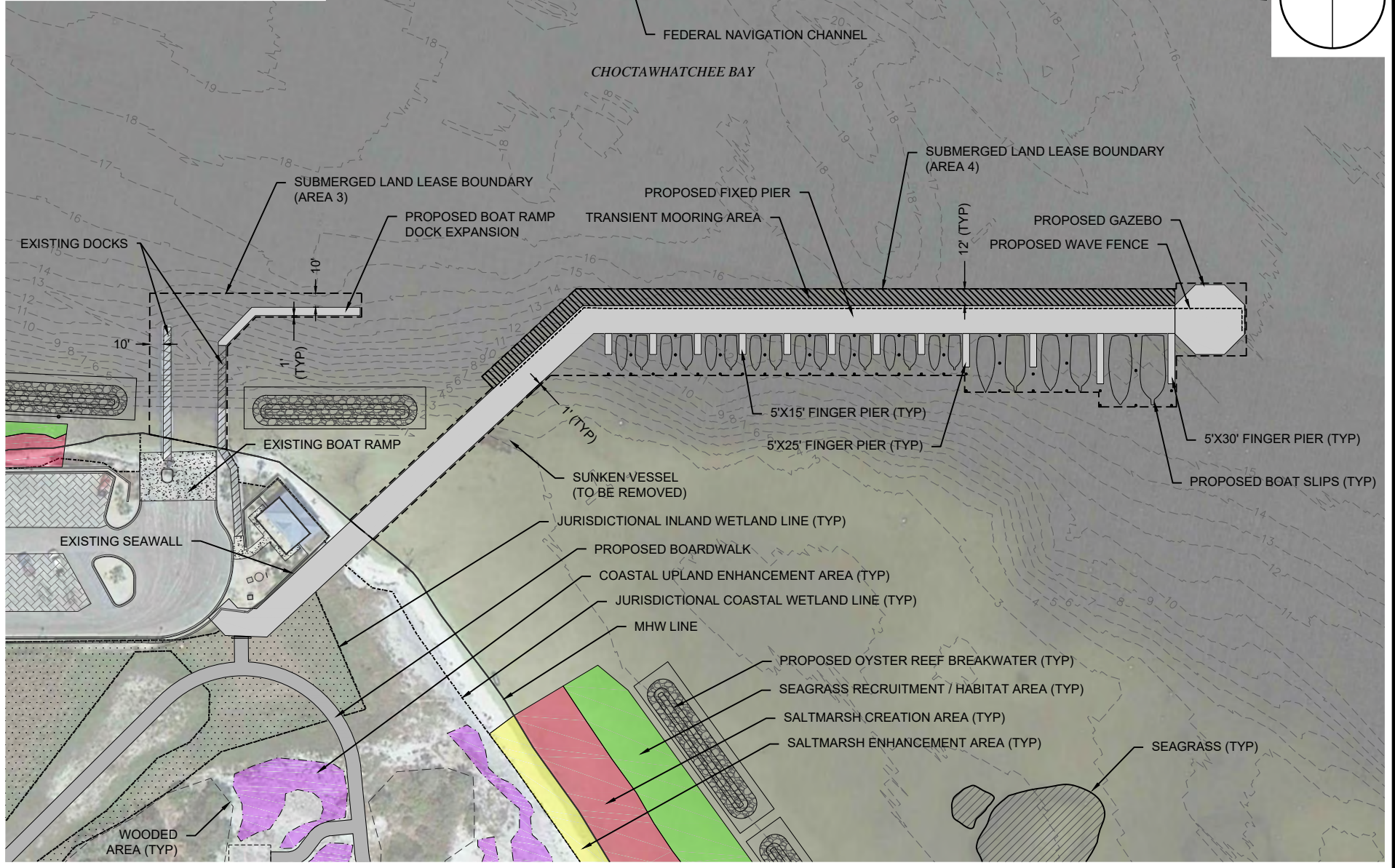
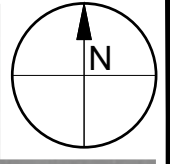
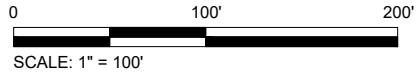
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FIGURE 27
PROPOSED WEST SUBMERGED LAND LEASE AREAS
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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FIGURE 28
 PROPOSED CENTRAL SUBMERGED LAND LEASE AREAS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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