

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/29/2015

Contract/Lease Control #: C16-2347-PW

Bid #: 41-15

Contract/Lease Type: CONTRACT

Award To/Lessee: HDR CONSTRUCTION CONTROL CORPORATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/20/2015

Term: 10/20/2020 W/RENEWALS\*

Description of Contract/Lease: CEI SERVICES

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office

\*Per agreement: "When this Agreement expires, it will be automatically extended for any individual executed Task Orders until the scope of work is completed and final invoice is paid." (1.4.1)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

5/16/2022

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).

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

**COVERAGES \* CERTIFICATE NUMBER: 14730131 REVISION NUMBER: XXXXXXXX**

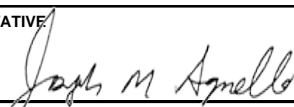
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>ARCH &amp; ENG PROFESSIONAL LIABILITY</b>	N	N	P001412200	6/1/2022	6/1/2023	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RIGHT OF WAY ACQUISITION SERVICES FOR PJ ADAMS PARKWAY WIDENING. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CONTRACT. C16-2347-PW  
 HDR CONSTRUCTION CONTROL CORPORATION -CEI  
 SEVICES  
 EXPIRES: 10/20/2020 W/RENEWALS

**CERTIFICATE HOLDER****CANCELLATION** See Attachment

<b>14730131</b> OKALOOSA COUNTY, FLORIDA ATTN: DERITA MASON 5479A OLD BETHEL ROAD CRESTVIEW FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**This endorsement, effective:** 06/01/2022 12:01 A.M.

**Forms a part of policy no.:** P001412200

**Issued to:** HDR, Inc

**By:** Lloyd's of London

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### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

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

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

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

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

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

The following definitions apply to this endorsement:

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

All other terms and conditions of the policy remain the same



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/18/2022

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<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>FAX (A/C. No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HDR Construction Control Corporation 1917 South 67th Street Omaha, NE 68106	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company <b>NAIC #:</b> 23035	
	<b>INSURER B:</b> Ohio Casualty Insurance Company <b>NAIC #:</b> 24074	
	<b>INSURER C:</b> Liberty Insurance Corporation <b>NAIC #:</b> 42404	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: W24784781

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 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-032	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-042	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EUO(23)57919363	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WA7-64D-444950-012	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County Board of County Commissioners 5479A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/14/2021

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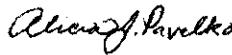
<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HDR Construction Control Corporation 1917 South 67th Street Omaha, NE 68106	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company <b>NAIC #</b> 23035	
	<b>INSURER B:</b> Ohio Casualty Insurance Company <b>24074</b>	
	<b>INSURER C:</b> Liberty Insurance Corporation <b>42404</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W21628868      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liability</b>	Y    Y	TB2-641-444950-031	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y    Y	AS2-641-444950-041	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE	Y    Y	EVO(22)57919363	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A    Y	WA7-64D-444950-011	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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<b>CERTIFICATE HOLDER</b>  Okaloosa County Board of County Commissioners 5479A Old Bethel Road Crestview, FL 32536	<b>CANC</b>  SHC THE ACC	<b>CONTRACT:</b> C16-2347-PW <b>HDR CONSTRUCTION CONTROL CORPORATION</b> <b>CEI SEVICES</b> <b>EXPIRES:</b> 10/20/2020 W/RENEWALS
	<b>AUTHORIZED REPRESENTATIVE</b> 	

**TASK ORDER APPROVAL FORM**

CONTRACT #: C16-2347-PW

TASK ORDER #: 4 (Amendment #2)

TASK ORDER AMOUNT: \$ ~~230,304.75~~ \$256,362.43

CONTRACT#: C16-2347-PW  
HDR CONSTRUCTION CONTROL CORP.  
CEI SERVICES  
EXPIRES: 10/20/2020 W/RENEWALS

OFFERED BY CONSULTANT:

HDR Construction Control Corp.  
FIRM'S NAME

Jennifer E. Hunt, PE  
REPRESENTATIVE'S PRINTED NAME

*Jennifer E. Hunt*  
SIGNATURE

Vice President - FL CCG Field Services Principal  
TITLE

6/16/2020  
DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

*[Signature]*  
SIGNATURE

PURCHASING MANAGER  
TITLE

6/18/20  
DATE

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

*[Signature]*  
PURCHASING MANAGER

06/24/2020  
DATE

Digitally signed by Faye Douglas  
Date: 2020.06.24 14:40:45 -05'00'

Faye Douglas  
OMB DIRECTOR/DATE

Digitally signed by John Hofstad  
Date: 2020.06.24 15:03:29 -05'00'

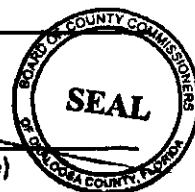
John Hofstad  
COUNTY ADMINISTRATOR (if applicable)

6/24/20  
DATE

*[Signature]*  
CHAIRMAN (if applicable)

Robert A. "Trey" Goodwin III

JUL 07 2020  
DATE



**Okaloosa County Public Works  
LAP Continuing Services Agreement  
Task Work Order #4  
CEI Scope of Services**

The project for which the services are required are:  
Descriptions: Steele Road over Penny Creek Bridge Replacement  
County: Okaloosa

**1.0 PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed above.

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced FDOT manuals, and procedures. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Principal, and the Consultant's Construction Contract Administrator shall be identical to the FDOT's Resident Engineer and Project Administrator respectively and shall be interpreted as such. Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County. Such County manuals, procedures, and memorandums are found at FDOT State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

**3.0 LENGTH OF SERVICE:**

The services for each Construction Contract shall begin upon written notification to proceed by the County. Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

**4.0 DEFINITIONS:**

A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

**B. Contractor:** The individual, firm, or company contracting with the County for performance of work or furnishing of materials.

**C. Construction Contract:** The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

**D. Construction Project Manager:** The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.

**E. Construction Training/Qualification Program (CTQP):** The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

**F. Consultant:** The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.

**G. Construction Contract Administrator:** The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

**H. Consultant Senior Project Principal:** The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

**I. County Engineer:** The administrative head of the County's Construction Offices.

**J. County Director of Public Works:** The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.

**K. Engineer of Record:** The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

#### **5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:**

**A.** The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

#### **6.0 ITEMS FURNISHED BY THE CONSULTANT:**

##### **6.1 FDOT/County Documents:**

All applicable FDOT/County documents referenced herein shall be a condition of this Agreement. All FDOT/County documents, directives, procedures, and standard forms are available through the FDOT or County's Internet website.

##### **6.2 Office Automation:**



Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement. All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents must be submitted electronically.

All documents requiring a signature may be executed electronically by both parties in accordance with Chapter 688, Florida Statutes, and have the same force and effect as a written signature. The Consultant will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

#### **6.3 Vehicles:**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

#### **6.4 Field Equipment:**

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Hard hats shall have the name of the consulting firm visibly displayed. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. Handling of nuclear density gauges shall be in compliance with their license. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

#### **6.5 Licensing for Equipment Operations:**

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida County of Health.

#### **7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the Agreement, keep the County's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement. Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

#### **8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

## **9.0 REQUIREMENTS OF THE CONSULTANT:**

### **9.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. Pursuant to Section 337.11(8)(a), Florida Statutes. Seek input from the Construction Project Manager relating to all Supplemental Agreement requests.

Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for County action or direction. Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

It shall be the responsibility of the Consultant staff to monitor the Contractor's performance of Construction Contract for compliance with all requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes, as well as providing and delivering LAP Project documentation as required by FDOT including upload to the FDOT LAPIT portal.

### **9.2 On-site Inspection:**

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement. Monitor and inspect Contractor's Work Zone Traffic Control Plan

and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures. Consultant employees performing such services shall be qualified in accordance with the FDOT's procedures.

#### **9.3 Sampling and Testing:**

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the County's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. Transport samples to be tested in an approved laboratory.

#### **9.4 Engineering Services:**

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement in accordance with procedures. Provide appropriate staff to attend and participate in the pre-service meeting.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.
- (3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in the FDOT CPAM.
- (4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (5) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County's staff and Contractors

executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and Local Government owned facilities. Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

(7) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(8) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

(9) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review.

#### **9.5 9.6 Geotechnical Engineering:**

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the Department for the satisfactory performance and timeliness of these services. The prime Consultant will be required to interact with the County Engineer. Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Pile Driving inspection. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, the CEI, and the County as needed. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent. The following geotechnical engineering services shall be performed:

##### **Piles:**

- Process and review the Pile Installation Plan in accordance with FDOT CPAM.
- Perform preliminary Wave Equation Analyses to assess and provide comments regarding the suitability of hammer driving system(s) included in the Pile Installation Plan. Provide analyses results (estimated blow count ranges for the nominal bearing resistances, installation stresses etc.) to the DGE.

- Schedule a pre-pile installation meeting to review and discuss the pile installation procedures. Make sure the Contractor's field superintendent, CEI's pile inspectors, and the DGE are invited. Prepare and distribute meeting minutes to the attendees.
- Provide personnel proficient in operation of the PDA or EDC monitoring equipment required for the project, for data collection, interpretation and analysis. Utilize the most current version of equipment and software for dynamic testing and dynamic data analysis.
- Perform dynamic testing per the contract documents during initial driving and re-drives. Submit electronic Pile Driving Analyzer (PDA) and Embedded Data Collector (EDC) files upon completion of the test pile installation.
- Inspect and record the test pile driving process in accordance with FDOT CPAM.
- Perform signal matching analysis on test pile data for selected blows, using the latest software version. At a minimum, signal matching analysis shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested in special circumstances, the end of drive signal matching analysis will be performed in the field upon completion of the drive; otherwise it shall be completed within 24 hours of driving the instrumented pile.
- Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include signal matching analysis and wave equation calibration analysis to determine a pile driving-soil system model that will predict accurately driving resistance with stroke (or pressure) and blows per foot while matching transferred energy and dynamic stresses with the ones measured in the field. Submit preliminary report(s) recommending production pile lengths and driving criteria to the County for approval. The preliminary report shall include printed & plotted Signal Matching and Wave Equation Analysis outputs, and electronic files (Windows compatible) of all raw data obtained by the PDA and EDC equipment and the signal matching and wave equation analyses.
- Furnish final written letters, signed and sealed, for production pile lengths and the driving criteria in accordance with FDOT CPAM. When applicable, include recommendations to determine "firm bearing material".
- Inspect the conditions of the piles prior to installation, including any pile splices.
- Observe and verify that concrete piles were properly supported during storage and handled with appropriate pick-up details per contract documents.
- Inspect the pile driving installation. Complete the pile driving logs.
- Evaluate problems encountered during construction and coordinate with the County and the Contractor to resolve such problems, including possible additional testing and withdrawing the Pile Installation Plan.

## **10.0 PERSONNEL:**

### **10.1 General Requirements:**

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

### **10.2 Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project. Before the project begins, all project staff shall have a working knowledge of the current FDOT CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

### **10.3 Staffing:**

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly

familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

#### **11.0 QUALITY ASSURANCE (QA) PROGRAM:**

##### **11.1 Quality Assurance Plan:**

Within thirty (30) days after receiving a task assignment, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan. Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. **Organization:** A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. **Quality Assurance Reviews:** Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. **Quality Assurance Records:** Outline the types of records which will be generated and maintained during the execution of the QA program.

D. **Control of Subconsultants and Vendors:** Detail the methods used to control subconsultant and vendor quality.

E. **Quality Assurance Certification:** An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and County procedures.

##### **11.2 Quality Assurance Reviews:**

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction. On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

##### **11.3 Quality Records:**

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement.

All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

## **12.0 FINAL RECORDS:**

### **12.1 Final Estimate and As-Built Plans Submittal:**

Prepare documentation and records in compliance with the Agreement, FDOT Quality Control (QC) Plan or Consultant's approved QC Plan and the County's Procedures as required by Section 4.1.4 of Review and Administration Manual. Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual. Revisions to the Certified Final Estimate will be made at no additional cost to the County.

### **12.2 Certification:**

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

### **12.3 Offer of Final Payment:**

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual.

## **13.0 AGREEMENT MANAGEMENT:**

### **13.1 General:**

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the County.

## **14.0 OTHER SERVICES:**

Upon written authorization by the County Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

**15.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

**16.0 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

**17.0 COUNTY AUTHORITY**

The County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

**CEI Man Hour Estimate**

PERSONNEL CLASSIFICATIONS	Company	Month							Man Months	Man Hours
		May	Jun	Jul	Aug	Sep	Oct	Nov		
Senior Project Principal	HDR	0.20	0.20	0.20	0.20	0.20	0.20	0.20	1.40	231.0
Construction Contract Admin	HDR	0.30	0.30	0.30	0.30	0.30	0.30	0.30	2.10	346.5
Senior Construction Inspector	HDR	0.00	1.00	1.00	0.75	1.00	0.75	1.00	5.50	907.5
Construction Inspector	HDR	0.00	0.00	0.00	0.50	0.00	0.50	0.00	1.00	165.0
Clerical/Adminstrative/RCS	Mehta (DBE)	0.10	0.25	0.25	0.25	0.25	0.25	0.25	1.60	264.0
<b>MONTHLY TOTALS</b>		<b>0.6</b>	<b>1.8</b>	<b>1.8</b>	<b>2.0</b>	<b>1.8</b>	<b>2.0</b>	<b>1.8</b>	<b>11.6</b>	<b>1914.0</b>

Estimated Survey Cost - \$0.00 (County to provide baseline verification)

Estimated Geotech Cost - ~~\$50,000.00~~ \$36,780.93\*\*

Estimated Total CEI Cost - ~~\$193,522.02~~ \$219,561.50\*\*\*

Estimated Total Cost - ~~\$240,209.75~~ \$256,362.43

Anticipated Length of Service - ~~262 days~~ 292 days

\*\*Added geotech cost to Designer having to redesign the bridge due to pilings not meeting minimum NBR and, therefore, requiring each piling to be instrumented.

\*\*\*Duration of Contract exceeded original time due to pilings not meeting minimum NBR and needing to be redesigned. This caused CEI to run over budget as well.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/19/2020

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).


<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HDR Construction Control Corporation 1917 South 67th Street Omaha, NE 68106	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	<b>NAIC #</b> 23035
	<b>INSURER B:</b> Ohio Casualty Insurance Company	24074
	<b>INSURER C:</b> Liberty Insurance Corporation	42404
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** W16486765                      **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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liability</b>	Y	Y	TB2-641-444950-030	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	AS2-641-444950-040	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EUO(21)57919363	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WA7-64D-444950-010	06/01/2020	06/01/2021	<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

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

<b>CERTIFICATE HOLDER</b>  OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS ATTENTION: JASON AUTREY, P.E. 1759 SOUTH FERDON BLVD. CRESTVIEW, FL 32536	<b>CANCELL/</b>  SHOULD A THE EXP ACCORDA	<b>CONTRACT#: C16-2347-PW</b> <b>HDR CONSTRUCTION CONTROL CORPORATION</b> <b>CEI SERVICES</b> <b>EXPIRES: 10/20/2020 W/RENEWALS*</b>
	AUTHORIZED REPRESENTATIVE  	

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: ENG13-11 CONSTRUCTION ENGINEERING MATERIAL TESTING AND INSPECTION SERVICES FRO LOCAL AGENCY PROGRAM (LAP) PROJECT DATED FEB 10, 2011. Additional Insured: OKALOOSA COUNTY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/12/2019

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

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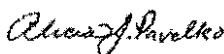
<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 1-877-945-7378		<b>FAX (A/C No.):</b> 1-888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURED</b> HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company		23035
	<b>INSURER B:</b> Ohio Casualty Insurance Company		24074
	<b>INSURER C:</b> Liberty Insurance Corporation		42404
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** W12609288      **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 ITR	TYPE OF INSURANCE	ADDL SUBR INSD 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 <input checked="" type="checkbox"/> Contractual Liability	Y	Y	TB2-641-444950-039	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-049	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	E00(20) 57919363	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-64D-444950-019	06/01/2019	06/01/2020	<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

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

<b>CERTIFICATE HOLDER</b>  Okaloosa County Board of County Commissioners 5479A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

X

# TASK ORDER APPROVAL FORM

CONTRACT #: C16-2347-PW

TASK ORDER #: 4 (Amendment #1)

TASK ORDER AMOUNT: \$ ~~190,303.75~~ \$230,304.75

CONTRACT#: C16-2347-PW  
HDR CONSTRUCTION CONTROL CORP  
CEI SERVICES  
EXPIRES: 10/20/2020 W/RENEWALS

OFFERED BY CONSULTANT:

HDR Construction Control Corp

FIRM'S NAME

Jennifer Erin Hunt  
Marc Silva

REPRESENTATIVE'S PRINTED NAME

Erin Hunt

SIGNATURE

Vice President  
Vice President - FL CCC Field Services Principal

TITLE

DATE

## RECOMMENDED FOR APPROVAL (Department Director)

[Signature]

SIGNATURE

Public Works Director

TITLE

10/29/19

DATE

[Signature]

COUNTY ADMINISTRATOR (if applicable)  
John Hofstad

11/5/19

DATE

## APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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

[Signature]

PURCHASING MANAGER

10/31/2019

DATE

[Signature]

OMB Director/DATE

10.31.2019

DATE

[Signature]

CHAIRMAN (if applicable)  
Charles K. Windes, Jr.

11/5/19

DATE



**Okaloosa County Public Works  
LAP Continuing Services Agreement  
Task Work Order #4  
CEI Scope of Services**

The project for which the services are required are:

Descriptions: Steele Road over Penny Creek Bridge Replacement

County: Okaloosa

**1.0 PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed above.

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced FDOT manuals, and procedures. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Principal, and the Consultant's Construction Contract Administrator shall be identical to the FDOT's Resident Engineer and Project Administrator respectively and shall be interpreted as such. Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County. Such County manuals, procedures, and memorandums are found at FDOT State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

**3.0 LENGTH OF SERVICE:**

The services for each Construction Contract shall begin upon written notification to proceed by the County. Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

**4.0 DEFINITIONS:**

A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.

C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

D. Construction Project Manager: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.

E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

F. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.

G. Construction Contract Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

H. Consultant Senior Project Principal: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

I. County Engineer: The administrative head of the County's Construction Offices.

J. County Director of Public Works: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.

K. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

#### **5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:**

A. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

#### **6.0 ITEMS FURNISHED BY THE CONSULTANT:**

##### **6.1 FDOT/County Documents:**

All applicable FDOT/County documents referenced herein shall be a condition of this Agreement. All FDOT/County documents, directives, procedures, and standard forms are available through the FDOT or County's Internet website.

##### **6.2 Office Automation:**

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement. All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents must be submitted electronically.

All documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The Consultant will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

#### **6.3 Vehicles:**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

#### **6.4 Field Equipment:**

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Hard hats shall have the name of the consulting firm visibly displayed. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. Handling of nuclear density gauges shall be in compliance with their license. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

#### **6.5 Licensing for Equipment Operations:**

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida County of Health.

#### **7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the Agreement, keep the County's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement. Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

#### **8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

## **9.0 REQUIREMENTS OF THE CONSULTANT:**

### **9.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. Pursuant to Section 337.11(8)(a), Florida Statutes. Seek input from the Construction Project Manager relating to all Supplemental Agreement requests.

Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for County action or direction. Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

It shall be the responsibility of the Consultant staff to monitor the Contractor's performance of Construction Contract for compliance with all requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes, as well as providing and delivering LAP Project documentation as required by FDOT including upload to the FDOT LAPIT portal.

### **9.2 On-site Inspection:**

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement. Monitor and inspect Contractor's Work Zone Traffic Control Plan



and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures. Consultant employees performing such services shall be qualified in accordance with the FDOT's procedures.

### **9.3 Sampling and Testing:**

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the County's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. Transport samples to be tested in an approved laboratory.

### **9.4 Engineering Services:**

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

(1) Attend a pre-service meeting for the Agreement in accordance with procedures. Provide appropriate staff to attend and participate in the pre-service meeting.

(2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.

(3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in the FDOT CPAM.

(4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

(5) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County's staff and Contractors

executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and Local Government owned facilities. Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

(7) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(8) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

(9) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review.

#### 9.5 9.6 Geotechnical Engineering:

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the Department for the satisfactory performance and timeliness of these services. The prime Consultant will be required to interact with the County Engineer. Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Pile Driving inspection. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, the CEI, and the County as needed. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent. The following geotechnical engineering services shall be performed:

##### Piles:

- Process and review the Pile Installation Plan in accordance with FDOT CPAM.
- Perform preliminary Wave Equation Analyses to assess and provide comments regarding the suitability of hammer driving system(s) included in the Pile Installation Plan. Provide analyses results (estimated blow count ranges for the nominal bearing resistances, installation stresses etc.) to the DGE.

- Schedule a pre-pile installation meeting to review and discuss the pile installation procedures. Make sure the Contractor's field superintendent, CEI's pile inspectors, and the DGE are invited. Prepare and distribute meeting minutes to the attendees.
- Provide personnel proficient in operation of the PDA or EDC monitoring equipment required for the project, for data collection, interpretation and analysis. Utilize the most current version of equipment and software for dynamic testing and dynamic data analysis.
- Perform dynamic testing per the contract documents during initial driving and re-drives. Submit electronic Pile Driving Analyzer (PDA) and Embedded Data Collector (EDC) files upon completion of the test pile installation.
- Inspect and record the test pile driving process in accordance with FDOT CPAM.
- Perform signal matching analysis on test pile data for selected blows, using the latest software version. At a minimum, signal matching analysis shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested in special circumstances, the end of drive signal matching analysis will be performed in the field upon completion of the drive; otherwise it shall be completed within 24 hours of driving the instrumented pile.
- Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include signal matching analysis and wave equation calibration analysis to determine a pile driving-soil system model that will predict accurately driving resistance with stroke (or pressure) and blows per foot while matching transferred energy and dynamic stresses with the ones measured in the field. Submit preliminary report(s) recommending production pile lengths and driving criteria to the County for approval. The preliminary report shall include printed & plotted Signal Matching and Wave Equation Analysis outputs, and electronic files (Windows compatible) of all raw data obtained by the PDA and EDC equipment and the signal matching and wave equation analyses.
- Furnish final written letters, signed and sealed, for production pile lengths and the driving criteria in accordance with FDOT CPAM. When applicable, include recommendations to determine "firm bearing material".
- Inspect the conditions of the piles prior to installation, including any pile splices.
- Observe and verify that concrete piles were properly supported during storage and handled with appropriate pick-up details per contract documents.
- Inspect the pile driving installation. Complete the pile driving logs.
- Evaluate problems encountered during construction and coordinate with the County and the Contractor to resolve such problems, including possible additional testing and withdrawing the Pile Installation Plan.

## **10.0 PERSONNEL:**

### **10.1 General Requirements:**

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

### **10.2 Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project. Before the project begins, all project staff shall have a working knowledge of the current FDOT CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

### **10.3 Staffing:**

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly

familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

## **11.0 QUALITY ASSURANCE (QA) PROGRAM:**

### **11.1 Quality Assurance Plan:**

Within thirty (30) days after receiving a task assignment, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan. Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews: Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records: Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors: Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and County procedures.

### **11.2 Quality Assurance Reviews:**

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction. On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

### **11.3 Quality Records:**

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement.

All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

## **12.0 FINAL RECORDS:**

### **12.1 Final Estimate and As-Built Plans Submittal:**

Prepare documentation and records in compliance with the Agreement, FDOT Quality Control (QC) Plan or Consultant's approved QC Plan and the County's Procedures as required by Section 4.1.4 of Review and Administration Manual. Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual. Revisions to the Certified Final Estimate will be made at no additional cost to the County.

### **12.2 Certification:**

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

### **12.3 Offer of Final Payment:**

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual.

## **13.0 AGREEMENT MANAGEMENT:**

### **13.1 General:**

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the County.

## **14.0 OTHER SERVICES:**

Upon written authorization by the County Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

**15.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

**16.0 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

**17.0 COUNTY AUTHORITY**

The County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

**CEI Man Hour Estimate**

PERSONNEL CLASSIFICATIONS	Company	Month							Man Months	Man Hours
		May	Jun	Jul	Aug	Sep	Oct	Nov		
Senior Project Principal	HDR	0.20	0.20	0.20	0.20	0.20	0.20	0.20	1.40	231.0
Construction Contract Admin	HDR	0.30	0.30	0.30	0.30	0.30	0.30	0.30	2.10	346.5
Senior Construction Inspector	HDR	0.00	1.00	1.00	0.75	1.00	0.75	1.00	5.50	907.5
Construction Inspector	HDR	0.00	0.00	0.00	0.50	0.00	0.50	0.00	1.00	165.0
Clerical/Administrative/RCS	Mehta (DBE)	0.10	0.25	0.25	0.25	0.25	0.25	0.25	1.60	264.0
<b>MONTHLY TOTALS</b>		<b>0.6</b>	<b>1.8</b>	<b>1.8</b>	<b>2.0</b>	<b>1.8</b>	<b>2.0</b>	<b>1.8</b>	<b>11.6</b>	<b>1914.0</b>

Estimated Survey Cost - \$0.00 (County to provide baseline verification)

Estimated Geotech Cost - ~~\$10,000.00~~ \$50,000.00\*\*\*

Estimated Total CEI Cost - \$180,303.75

Estimated Total Cost - \$190,303.75

Anticipated Length of Service – 210 days

\*\*\* Added Geotech Cost due to Designer having to redesign the bridge due to pilings not meeting minimum NBR and, therefore, requiring each piling to be instrumented.

# TASK ORDER APPROVAL FORM

CONTRACT #: C16-2347-PW

TASK ORDER #: 4

TASK ORDER AMOUNT: \$ 190,303.75

**CONTRACT#: C16-2347-PW**  
**HDR CONSTRUCTION CONTROL, CORP**  
**CEI SERVICES**  
**EXPIRES: 10/20/2020 W/RENEWALS**

OFFERED BY CONSULTANT:

HDR Construction Control Corp

FIRM'S NAME

Christine Kefauver

REPRESENTATIVE'S PRINTED NAME

*Christine Shepauer*

SIGNATURE

Area Manager

TITLE

DATE

**RECOMMENDED FOR APPROVAL**  
**(Department Director)**

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

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

*[Signature]*

SIGNATURE

Public Works Director

TITLE

6/28/19

DATE

*[Signature]*

PURCHASING MANAGER

DATE

*[Signature]*

OMB Director/DATE

06.28.2019

DATE

*[Signature]*

COUNTY ADMINISTRATOR (if applicable)

DATE

7/1/19

*[Signature]*

CHAIRMAN (if applicable)

Charles K. Windes, Jr.

DATE

**JUL 09 2019**

**Okaloosa County Public Works  
LAP Continuing Services Agreement  
Task Work Order #4  
CEI Scope of Services**

The project for which the services are required are:  
Descriptions: Steele Road over Penny Creek Bridge Replacement  
County: Okaloosa

**1.0 PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed above.

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced FDOT manuals, and procedures. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Principal, and the Consultant's Construction Contract Administrator shall be identical to the FDOT's Resident Engineer and Project Administrator respectively and shall be interpreted as such. Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County. Such County manuals, procedures, and memorandums are found at FDOT State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

**3.0 LENGTH OF SERVICE:**

The services for each Construction Contract shall begin upon written notification to proceed by the County. Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

**4.0 DEFINITIONS:**

A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.



B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.

C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

D. Construction Project Manager: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.

E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

F. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.

G. Construction Contract Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

H. Consultant Senior Project Principal: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

I. County Engineer: The administrative head of the County's Construction Offices.

J. County Director of Public Works: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.

K. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

#### **5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:**

A. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

#### **6.0 ITEMS FURNISHED BY THE CONSULTANT:**

##### **6.1 FDOT/County Documents:**

All applicable FDOT/County documents referenced herein shall be a condition of this Agreement. All FDOT/County documents, directives, procedures, and standard forms are available through the FDOT or County's Internet website.

##### **6.2 Office Automation:**

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement. All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents must be submitted electronically.

All documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The Consultant will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

#### 6.3 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

#### 6.4 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Hard hats shall have the name of the consulting firm visibly displayed. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. Handling of nuclear density gauges shall be in compliance with their license. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

#### 6.5 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida County of Health.

### **7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the Agreement, keep the County's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement. Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

### **8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

## **9.0 REQUIREMENTS OF THE CONSULTANT:**

### **9.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. Pursuant to Section 337.11(8)(a), Florida Statutes. Seek input from the Construction Project Manager relating to all Supplemental Agreement requests.

Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for County action or direction. Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

It shall be the responsibility of the Consultant staff to monitor the Contractor's performance of Construction Contract for compliance with all requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes, as well as providing and delivering LAP Project documentation as required by FDOT including upload to the FDOT LAPIT portal.

### **9.2 On-site Inspection:**

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement. Monitor and inspect Contractor's Work Zone Traffic Control Plan

and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures. Consultant employees performing such services shall be qualified in accordance with the FDOT's procedures.

### 9.3 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the County's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. Transport samples to be tested in an approved laboratory.

### 9.4 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

(1) Attend a pre-service meeting for the Agreement in accordance with procedures. Provide appropriate staff to attend and participate in the pre-service meeting.

(2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.

(3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in the FDOT CPAM.

(4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

(5) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County's staff and Contractors

executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and Local Government owned facilities. Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

(7) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(8) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

(9) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review.

#### 9.5 9.6 Geotechnical Engineering:

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the Department for the satisfactory performance and timeliness of these services. The prime Consultant will be required to interact with the County Engineer. Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Pile Driving inspection. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, the CEI, and the County as needed. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent. The following geotechnical engineering services shall be performed:

##### Piles:

- Process and review the Pile Installation Plan in accordance with FDOT CPAM.
- Perform preliminary Wave Equation Analyses to assess and provide comments regarding the suitability of hammer driving system(s) included in the Pile Installation Plan. Provide analyses results (estimated blow count ranges for the nominal bearing resistances, installation stresses etc.) to the DGE.

- Schedule a pre-pile installation meeting to review and discuss the pile installation procedures. Make sure the Contractor's field superintendent, CEI's pile inspectors, and the DGE are invited. Prepare and distribute meeting minutes to the attendees.
- Provide personnel proficient in operation of the PDA or EDC monitoring equipment required for the project, for data collection, interpretation and analysis. Utilize the most current version of equipment and software for dynamic testing and dynamic data analysis.
- Perform dynamic testing per the contract documents during initial driving and re-drives. Submit electronic Pile Driving Analyzer (PDA) and Embedded Data Collector (EDC) files upon completion of the test pile installation.
- Inspect and record the test pile driving process in accordance with FDOT CPAM.
- Perform signal matching analysis on test pile data for selected blows, using the latest software version. At a minimum, signal matching analysis shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested in special circumstances, the end of drive signal matching analysis will be performed in the field upon completion of the drive; otherwise it shall be completed within 24 hours of driving the instrumented pile.
- Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include signal matching analysis and wave equation calibration analysis to determine a pile driving-soil system model that will predict accurately driving resistance with stroke (or pressure) and blows per foot while matching transferred energy and dynamic stresses with the ones measured in the field. Submit preliminary report(s) recommending production pile lengths and driving criteria to the County for approval. The preliminary report shall include printed & plotted Signal Matching and Wave Equation Analysis outputs, and electronic files (Windows compatible) of all raw data obtained by the PDA and EDC equipment and the signal matching and wave equation analyses.
- Furnish final written letters, signed and sealed, for production pile lengths and the driving criteria in accordance with FDOT CPAM. When applicable, include recommendations to determine "firm bearing material".
- Inspect the conditions of the piles prior to installation, including any pile splices.
- Observe and verify that concrete piles were properly supported during storage and handled with appropriate pick-up details per contract documents.
- Inspect the pile driving installation. Complete the pile driving logs.
- Evaluate problems encountered during construction and coordinate with the County and the Contractor to resolve such problems, including possible additional testing and withdrawing the Pile Installation Plan.

## **10.0 PERSONNEL:**

### **10.1 General Requirements:**

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

### **10.2 Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project. Before the project begins, all project staff shall have a working knowledge of the current FDOT CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

### **10.3 Staffing:**

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly

familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

## **11.0 QUALITY ASSURANCE (QA) PROGRAM:**

### **11.1 Quality Assurance Plan:**

Within thirty (30) days after receiving a task assignment, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan. Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews: Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records: Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors: Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and County procedures.

### **11.2 Quality Assurance Reviews:**

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction. On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

### **11.3 Quality Records:**

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement.

All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

## **12.0 FINAL RECORDS:**

### **12.1 Final Estimate and As-Built Plans Submittal:**

Prepare documentation and records in compliance with the Agreement, FDOT Quality Control (QC) Plan or Consultant's approved QC Plan and the County's Procedures as required by Section 4.1.4 of Review and Administration Manual. Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual. Revisions to the Certified Final Estimate will be made at no additional cost to the County.

### **12.2 Certification:**

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

### **12.3 Offer of Final Payment:**

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual.

## **13.0 AGREEMENT MANAGEMENT:**

### **13.1 General:**

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the County.

## **14.0 OTHER SERVICES:**

Upon written authorization by the County Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.



D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

**15.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

**16.0 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

**17.0 COUNTY AUTHORITY**

The County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

**CEI Man Hour Estimate**

PERSONNEL CLASSIFICATIONS	Company	Month							Man Months	Man Hours
		May	Jun	Jul	Aug	Sep	Oct	Nov		
Senior Project Principal	HDR	0.20	0.20	0.20	0.20	0.20	0.20	0.20	1.40	231.0
Construction Contract Admin	HDR	0.30	0.30	0.30	0.30	0.30	0.30	0.30	2.10	346.5
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Estimated Survey Cost - \$0.00 (County to provide baseline verification)

Estimated Geotech Cost - \$10,000.00

Estimated Total CEI Cost - \$180,303.75

Estimated Total Cost - \$190,303.75

Anticipated Length of Service – 210 days

# TASK ORDER APPROVAL FORM

CONTRACT #: C16-2347-PW

TASK ORDER #: 2 Amendment 1

TASK ORDER AMOUNT: \$ 84,398.00 \$120,398 N.T.E.

OFFERED BY CONSULTANT:

HDR Construction Control Corp.

FIRM'S NAME

~~Mark Silva~~ Christina S. Ketauver

REPRESENTATIVE'S PRINTED NAME

Christina Skf

SIGNATURE

Vice President - FL CCC Field Services Principal

TITLE

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

[Signature] 10/30/18  
ROBERT WARRS Director

SIGNATURE

VP

TITLE

Oct. 19, 2018

DATE

[Signature]  
COUNTY ADMINISTRATOR (if applicable)

10/30/18

DATE

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

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

PURCHASING MANAGER

DATE

[Signature]

OMB Director/DATE

10/30/18

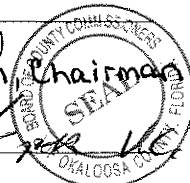
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11/6/18  
CHAIRMAN (if applicable)

Graham W. Fountain, Chairman

[Signature]

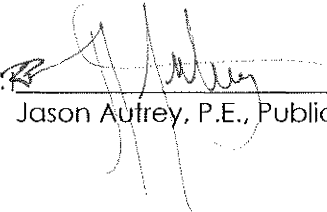
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Task Order #2 – Amendment 1 (CEI Services for Okaloosa Lane Improvements)  
Contract # C16-2347-PW

This Task Order amount is revised from \$84,398 to \$120,398 (not-to-exceed) due to additional construction duration caused by utility conflicts and weather. All other provisions of the task order remain the same.

Offered by:   
HDR Construction Control Corp.

Accepted by:   
Jason Autrey, P.E., Public Works Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/18/2018

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

<b>PRODUCER</b> Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HDR Engineering, Inc. 8404 Indian Hills Drive Omaha, NE 68114	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company      NAIC # 23035	
	<b>INSURER B:</b> Liberty Insurance Corporation      42404	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W6240099      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	TB2-641-444950-038	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY	Y	Y	AS2-641-444950-048	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	TH7-641-444950-068	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED RETENTIONS						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WA7-64D-444950-018	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Master Services Agreement for Okaloosa County.

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County Water and Sewer Department Attn: Jeff Littrell 1804 Lewis Turner Boulevard Fort Walton Beach, FL 32547	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED THE ACCO AUTHORIZED <b>Contract # C16-2347-PW</b> <b>HDR CONSTRUCTION CONTROL GROUP</b> <b>CEI SERVICES</b> <b>EXPIRES: 10/20/2020 W/ RENEWALS</b>
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# TASK ORDER APPROVAL FORM

**Contract # C16-2347-PW**  
**HDR CONSTRUCTION CONTROL CORP**  
**CEI SERVICES**  
**EXPIRES: 10/20/2020 W/RENEWALS**

CONTRACT #: C16-2347-PW

TASK ORDER #: 3

TASK ORDER AMOUNT: \$ 35,640.00

OFFERED BY CONSULTANT:

HDR Construction Control Corp

FIRM'S NAME

Marc Silva

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Vice President - FL CCC Field Services Principal

February 12, 2018

TITLE

DATE

## RECOMMENDED FOR APPROVAL (Department Director)

  
SIGNATURE

SAB

Public Works Director

TITLE

2/13/18

DATE

## APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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

  
PURCHASING DIRECTOR

2/16/18

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

# Okaloosa County Public Works Task Work Order #3

The project for which the services are required are:

Descriptions: Matthews Boulevard @ US 98 Intersection Improvement

County: Okaloosa

## **1.0 PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed above.

## **2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced FDOT manuals, and procedures. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Principal, and the Consultant's Construction Contract Administrator shall be identical to the FDOT's Resident Engineer and Project Administrator respectively and shall be interpreted as such. Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County. Such County manuals, procedures, and memorandums are found at FDOT State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

## **3.0 LENGTH OF SERVICE:**

The services for each Construction Contract shall begin upon written notification to proceed by the County. Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

## **4.0 DEFINITIONS:**

A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.

C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

D. Construction Project Manager: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.

E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

F. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.

G. Construction Contract Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

H. Consultant Senior Project Principal: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

I. County Engineer: The administrative head of the County's Construction Offices.

J. County Director of Public Works: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.

K. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

#### **5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:**

A. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

#### **6.0 ITEMS FURNISHED BY THE CONSULTANT:**

##### **6.1 FDOT/County Documents:**

All applicable FDOT/County documents referenced herein shall be a condition of this Agreement. All FDOT/County documents, directives, procedures, and standard forms are available through the FDOT or County's Internet website.

##### **6.2 Office Automation:**

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement. All informational, contractual and other business required

for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents must be submitted electronically.

All documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The Consultant will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

#### 6.3 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

#### 6.4 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Hard hats shall have the name of the consulting firm visibly displayed. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. Handling of nuclear density gauges shall be in compliance with their license. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

#### 6.5 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida County of Health.

### **7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the Agreement, keep the County's Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement. Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

### **8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials



sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

## **9.0 REQUIREMENTS OF THE CONSULTANT:**

### **9.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. Seek input from the Construction Project Manager relating to all Supplemental Agreement requests.

Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for County action or direction. Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

### **9.2 Survey Control:**

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

### **9.3 On-site Inspection:**

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures.

Consultant employees performing such services shall be qualified in accordance with the FDOT's procedures.

#### 9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the County's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. Transport samples to be tested in an approved laboratory.

#### 9.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement in accordance with procedures. Provide appropriate staff to attend and participate in the pre-service meeting.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.
- (3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in the FDOT CPAM.
- (4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (5) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County's staff and Contractors

executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and Local Government owned facilities. Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

(7) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(8) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

## **10.0 PERSONNEL:**

### **10.1 General Requirements:**

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

### **10.2 Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project. Before the project begins, all project staff shall have a working knowledge of the current FDOT CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

### **10.3 Staffing:**

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

## **11.0 QUALITY ASSURANCE (QA) PROGRAM:**

### **11.1 Quality Assurance Plan:**

The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews: Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records: Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors: Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and County procedures.

#### 11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction. On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

#### 11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

### **12.0 FINAL RECORDS:**

#### 12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, FDOT Quality Control (QC) Plan or Consultant's approved QC Plan and the County's Procedures as required by Section 4.1.4 of Review and Administration Manual. Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual. Revisions to the Certified Final Estimate will be made at no additional cost to the County.

#### 12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

#### 12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual.

**13.0 AGREEMENT MANAGEMENT:**

13.1 General:

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the County 4 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the County.

**14.0 OTHER SERVICES:**

Upon written authorization by the County Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

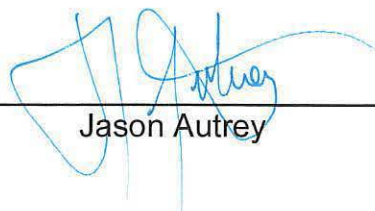
**15.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

**16.0 COUNTY AUTHORITY**

The County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration.

Accepted by:



Jason Autrey

2/13/18  
Date



# Okaloosa County Public Works Task Work Order #2

The project for which the services are required are:  
Descriptions: Okaloosa Lane Improvements  
County: Okaloosa

## **1.0 PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed above.

## **2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced FDOT manuals, and procedures. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Principal, and the Consultant's Construction Contract Administrator shall be identical to the FDOT's Resident Engineer and Project Administrator respectively and shall be interpreted as such. Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County. Such County manuals, procedures, and memorandums are found at FDOT State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

## **3.0 LENGTH OF SERVICE:**

The services for each Construction Contract shall begin upon written notification to proceed by the County. Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

## **4.0 DEFINITIONS:**

A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.

C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

D. Construction Project Manager: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.

E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

F. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.

G. Construction Contract Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

H. Consultant Senior Project Principal: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

I. County Engineer: The administrative head of the County's Construction Offices.

J. County Director of Public Works: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.

K. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

#### **5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:**

A. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

#### **6.0 ITEMS FURNISHED BY THE CONSULTANT:**

##### **6.1 FDOT/County Documents:**

All applicable FDOT/County documents referenced herein shall be a condition of this Agreement. All FDOT/County documents, directives, procedures, and standard forms are available through the FDOT or County's Internet website.

##### **6.2 Office Automation:**

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement. All informational, contractual and other business required



for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents must be submitted electronically.

All documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The Consultant will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

#### 6.3 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

#### 6.4 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Hard hats shall have the name of the consulting firm visibly displayed. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. Handling of nuclear density gauges shall be in compliance with their license. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

#### 6.5 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida County of Health.

### **7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the Agreement, keep the County's Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement. Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

### **8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials

sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

## **9.0 REQUIREMENTS OF THE CONSULTANT:**

### **9.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. Seek input from the Construction Project Manager relating to all Supplemental Agreement requests.

Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for County action or direction. Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

### **9.2 Survey Control:**

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

### **9.3 On-site Inspection:**

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures.

Consultant employees performing such services shall be qualified in accordance with the FDOT's procedures.

#### 9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the County's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. Transport samples to be tested in an approved laboratory.

#### 9.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

(1) Attend a pre-service meeting for the Agreement in accordance with procedures. Provide appropriate staff to attend and participate in the pre-service meeting.

(2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.

(3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in the FDOT CPAM.

(4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

(5) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County's staff and Contractors

executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and Local Government owned facilities. Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

(7) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(8) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

## **10.0 PERSONNEL:**

### **10.1 General Requirements:**

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

### **10.2 Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project. Before the project begins, all project staff shall have a working knowledge of the current FDOT CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

### **10.3 Staffing:**

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

## **11.0 QUALITY ASSURANCE (QA) PROGRAM:**

### **11.1 Quality Assurance Plan:**

The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews: Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records: Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors: Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and County procedures.

#### 11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction. On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

#### 11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

### **12.0 FINAL RECORDS:**

#### 12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, FDOT Quality Control (QC) Plan or Consultant's approved QC Plan and the County's Procedures as required by Section 4.1.4 of Review and Administration Manual. Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual. Revisions to the Certified Final Estimate will be made at no additional cost to the County.

#### 12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

#### 12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual.

**13.0 AGREEMENT MANAGEMENT:**

13.1 General:

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the County 4 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the County.

**14.0 OTHER SERVICES:**

Upon written authorization by the County Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

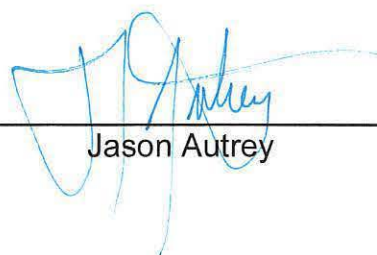
**15.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

**16.0 COUNTY AUTHORITY**

The County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration.

Accepted by:

  
\_\_\_\_\_  
Jason Autrey

2/13/18  
\_\_\_\_\_  
Date

# TASK ORDER APPROVAL FORM

CONTRACT #: C16-2347-PW

TASK ORDER #: 1

TASK ORDER AMOUNT: \$ 30,937.50

OFFERED BY CONSULTANT:

HDR Construction Control Corp

FIRM'S NAME

Marc Silva

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Florida CEI Manager

TITLE

November 29, 2016

DATE

## RECOMMENDED FOR APPROVAL (Department Director)



SIGNATURE

Public Works Director

TITLE

11/29/16

DATE



COUNTY ADMINISTRATOR (if applicable)

12/1/16

DATE

## APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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



PURCHASING DIRECTOR

11/30/16

DATE

CHAIRMAN (if applicable)

DATE

**Okaloosa County Public Works  
LAP Continuing Services Agreement  
Task Work Order #1  
CEI Scope of Services**

The project for which the services are required are:  
Descriptions: Rocky Bayou Drive Sidewalk Enhancements  
County: Okaloosa  
Project: FPN 433572-1-58-01

**1.0 PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed above.

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced FDOT manuals, and procedures. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Principal, and the Consultant's Construction Contract Administrator shall be identical to the FDOT's Resident Engineer and Project Administrator respectively and shall be interpreted as such. Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County. Such County manuals, procedures, and memorandums are found at FDOT State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

**3.0 LENGTH OF SERVICE:**

The services for each Construction Contract shall begin upon written notification to proceed by the County. Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

**4.0 DEFINITIONS:**

A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.



B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.

C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

D. Construction Project Manager: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.

E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

F. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.

G. Construction Contract Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

H. Consultant Senior Project Principal: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

I. County Engineer: The administrative head of the County's Construction Offices.

J. County Director of Public Works: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.

K. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

## **5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:**

A. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

## **6.0 ITEMS FURNISHED BY THE CONSULTANT:**

### **6.1 FDOT/County Documents:**

All applicable FDOT/County documents referenced herein shall be a condition of this Agreement. All FDOT/County documents, directives, procedures, and standard forms are available through the FDOT or County's Internet website.

#### 6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement. All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents must be submitted electronically.

All documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The Consultant will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

#### 6.3 Field Office:

Provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services. Field office shall be approved by the County.

#### 6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

#### 6.5 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Hard hats shall have the name of the consulting firm visibly displayed. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. Handling of nuclear density gauges shall be in compliance with their license. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

#### 6.6 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida County of Health.

### **7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the Agreement, keep the County's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement. Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

#### **8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

#### **9.0 REQUIREMENTS OF THE CONSULTANT:**

##### **9.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. Pursuant to Section 337.11(8)(a), Florida Statutes. Seek input from the Construction Project Manager relating to all Supplemental Agreement requests.

Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for County action or direction. Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

It shall be the responsibility of the Consultant staff to monitor the Contractor's performance of Construction Contract for compliance with all requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes, as well as providing and delivering LAP Project documentation as required by FDOT including upload to the FDOT LAPIT portal.

### 9.2 Survey Control:

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

### 9.3 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures. Consultant employees performing such services shall be qualified in accordance with the FDOT's procedures.

### 9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the County's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. Transport samples to be tested in an approved laboratory.

### 9.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement in accordance with procedures. Provide appropriate staff to attend and participate in the pre-service meeting.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has

successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.

(3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in the FDOT CPAM.

(4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

(5) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and Local Government owned facilities. Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

(7) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(8) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

## **10.0 PERSONNEL:**

### **10.1 General Requirements:**

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

### **10.2 Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project. Before the project begins, all project staff shall have a working knowledge of the current FDOT CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

### **10.3 Staffing:**

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly

familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

## **11.0 QUALITY ASSURANCE (QA) PROGRAM:**

### **11.1 Quality Assurance Plan:**

Within thirty (30) days after receiving a task assignment, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan. Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews: Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records: Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors: Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and County procedures.

### **11.2 Quality Assurance Reviews:**

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction. On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

### **11.3 Quality Records:**

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this

Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

## **12.0 FINAL RECORDS:**

### **12.1 Final Estimate and As-Built Plans Submittal:**

Prepare documentation and records in compliance with the Agreement, FDOT Quality Control (QC) Plan or Consultant's approved QC Plan and the County's Procedures as required by Section 4.1.4 of Review and Administration Manual. Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual. Revisions to the Certified Final Estimate will be made at no additional cost to the County.

### **12.2 Certification:**

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

### **12.3 Offer of Final Payment:**

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual.

## **13.0 AGREEMENT MANAGEMENT:**

### **13.1 General:**

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the County.

## **14.0 OTHER SERVICES:**

Upon written authorization by the County Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

**15.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

**16.0 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

**17.0 COUNTY AUTHORITY**

The County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

CEI Man Hour Estimate

Position	Dec '16	Jan '17	Feb '17	Total	Rate	Total \$
Senior Project Principal	8.25	8.25	8.25	24.75	\$184.00	\$4554.00
Const. Contract Admin	33	33	33	99	\$121.50	\$12028.50
Const. Inspector	66	66	66	198	\$60.00	\$11880.00
Clerical/Admin/RCS	16.5	16.5	16.5	49.5	\$50.00	\$2475.00

Estimated Total CEI Cost - \$30,937.50  
Anticipated Length of Service – 90 days







# CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

5/25/2016

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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Hartford Fire Insurance Company	NAIC # 19682
		INSURER B : Travelers Property Casualty Co of America	25674
		INSURER C : American Zurich Insurance Company	40142
		INSURER D : Lexington Insurance Company	19437
		INSURER E :	
		INSURER F :	

**COVERAGES HDRIN01 CERTIFICATE NUMBER: 13733794 REVISION NUMBER: XXXXXXXX**

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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 <input checked="" type="checkbox"/> CONTRACTUAL LIAB INC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	37CSEQU0950	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSEQU1160 (MA)	6/1/2016 6/1/2016 6/1/2016	6/1/2017 6/1/2017 6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ZUP-10R64084-16-NF (EXCLUDES PROF LIAB)	6/1/2016 6/1/2016	6/1/2017 6/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N	N/A	0381127	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2016	6/1/2017	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CEI TASK ORDER AGREEMENT FOR CONSULTANT SERVICES, LAP CONTINUING SERVICES AGREEMENT, RFQ PW 40-15. BOARD OF COUNTY COMMISSIONERS, OKALOOSA COUNTY IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

06-10-16A08:09 RCVD

2347

### CERTIFICATE HOLDER

**13733794**  
BOARD OF COUNTY COMMISSIONERS,  
OKALOOSA COUNTY  
ATTN: ERIC BROOME  
1250 N.EGLIN PARKWAY  
SHALIMAR FL 32579

### 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

*Eric Broome*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2016 10/26/2015

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Company		19682
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C : American Zurich Insurance Company		40142
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INSURER E :		
INSURER F :		

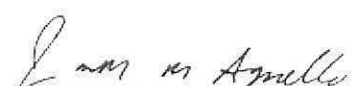
COVERAGES HDRIN01 CERTIFICATE NUMBER: 13733794 REVISION NUMBER: XXXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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C	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	0381127	7/1/2015	7/1/2016	<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
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2347

CERTIFICATE HOLDER	CANCELLATION
13733794 BOARD OF COUNTY COMMISSIONERS, OKALOOSA COUNTY ATTN: ERIC BROOME 1250 N.EGLIN PARKWAY SHALIMAR FL 32579	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 

# NOTICE TO PROCEED

DATE: October 29, 2015

TO:  
HDR Construction Control Corporation  
Steven Blount  
25 West Cedar Street, Suite 200  
Pensacola, FL 32502

PROJECT: CEI Services  
DESCRIPTION: RFQ #PW 41-15, CONTRACT C16-2347-PW

You are hereby notified to commence WORK in accordance with the Agreement dated October 20, 2015. The contract is in effect as of October 20, 2015, and will continue until October 20, 2020. (Agreement allows for renewals under specific circumstances.)

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER**: Okaloosa County Purchasing, Attention: Joanne Kublik, 602-C North Pearl St, Crestview, FL 32536, within 15 days.

Dated this 29 day of October, 2015

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
**OWNER**

BY:   
Zan Fedorak

TITLE: Purchasing Manager

## ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

\_\_\_\_\_  
Company Name

This the 4<sup>th</sup> day of November, 2015

  
Signature

By:   
Type or Print Name

Title: Sr. Vice President

**CONTRACT #C16-2347-PW**  
**HDR CONSTRUCTION CONTROL CORP**  
**CEI SERVICES**  
**EXPIRES: 10/20/2020 W/RENEWALS**

# NOTICE OF AWARD

**TO:**

HDR Construction Control Corporation  
Steven Blount  
25 West Cedar Street, Suite 200  
Pensacola, FL 32502

PROJECT: CEI Services  
DESCRIPTION: RFQ #PW 41-15, CONTRACT C16-2347-PW

The **OWNER** has considered the qualifications submitted by you for the above-described WORK in response to its Advertisement.

You are hereby notified that your **contract** has been accepted for items in the amounts of specified within the contract.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, ATTN: Joanne Kublik, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call Joanne Kublik at 850-689-5960.

Dated this 29 day of October, 2015

**OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS-**

BY: Zan Fedorak TITLE Purchasing Manager  
Zan Fedorak

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: Paul Bowdoin

This the 4<sup>th</sup> day of November, 2015.

BY: Paul Bowdoin

Title: Sr. Vice President

**CONTRACT #C16-2347-PW  
HDR CONSTRUCTION CONTROL CORP  
CEI SERVICES  
EXPIRES: 10/20/2020 W/RENEWALS**



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)

10/26/2015

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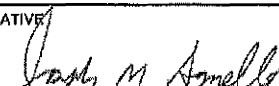
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HDR CONSTRUCTION CONTROL CORPORATION 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049	<b>INSURER A:</b> Hartford Fire Insurance Company <b>NAIC #</b> 19682	
	<b>INSURER B:</b> Travelers Property Casualty Co of America <b>25674</b>	
	<b>INSURER C:</b> American Zurich Insurance Company <b>40142</b>	
	<b>INSURER D:</b> Lexington Insurance Company <b>19437</b>	
	<b>INSURER E:</b> _____	
	<b>INSURER F:</b> _____	

**COVERAGES** HDRIN01 **CERTIFICATE NUMBER:** 13733794 **REVISION NUMBER:** XXXXXXXX

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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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	37CSEBQU0950	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	37CSEBQU0951 (AOS) 37CSEBQU0952 (HI) 37CSEBQU1160 (MA)	6/1/2015 6/1/2015 6/1/2015	6/1/2016 6/1/2016 6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	ZUP-10R64084-15-NF (EXCLUDES PROF LIAB)	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0381127	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2015	6/1/2016	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CEI TASK ORDER AGREEMENT FOR CONSULTANT SERVICES, LAP CONTINUING SERVICES AGREEMENT, RFQ PW 40-15. BOARD OF COUNTY COMMISSIONERS, OKALOOSA COUNTY IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

<b>CERTIFICATE HOLDER</b> 13733794 BOARD OF COUNTY COMMISSIONERS, OKALOOSA COUNTY ATTN: ERIC BROOME 1250 N.EGLIN PARKWAY SHALIMAR FL 32579	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[Excluded Family Members](#)

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HDR CONSTRUCTION CONTROL CORPORATION  
 DUNS: 079810163 CAGE Code: 7DA77  
 Status: Active

5426 Bay Center, Dr Ste 400  
 Tampa, FL, 33609-3470,  
 UNITED STATES

Expiration Date: 04/28/2016  
 Purpose of Registration: All Awards

## Entity Overview

### Entity Information

**Name:** HDR CONSTRUCTION CONTROL CORPORATION  
**Business Type:** Business or Organization  
**POC Name:** Melissa Wilson  
**Registration Status:** Active  
**Activation Date:** 05/11/2015  
**Expiration Date:** 04/28/2016

### Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.36.20150930-1631

WWW3

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**TASK ORDER AGREEMENT FOR CONSULTANT SERVICES  
(LAP Continuing Services Agreement)**

This Agreement made on Oct 20, 2015 between Board of County Commissioners, Okaloosa County, FL [CLIENT], whose address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and HDR Construction Control Corporation [CONSULTANT], a Florida Corporation having a Florida office located at 25 West Cedar Street, Suite 200, Pensacola, FL 32502.

**RECITALS**

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

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

WHEREAS, the CONSULTANT has the expertise and has thorough knowledge of such services, and has presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to CLIENT dated May 18, 2015 in response to RFQ PW 40-15; and

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

**SECTION 1. BASIC SERVICES**

**1.1. Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this Agreement.

**1.2. Basic Services.** The scope of services to be performed under this Agreement shall be specifically described for each Assignment in individual Task Orders written and executed in accordance with this Agreement.

Task Work Orders associated with this continuing services contract will include Construction Engineering & Inspection (CEI) Related Professional Services (Phase 68) for the following FDOT Work Types as defined by Chapter 14-75.003 F.A.C. and outlined in the General Scope of Services below:

- FDOT Work Types
- 10.1 Roadway CEI
  - 10.3 Construction Materials Inspection
  - 10.4 Minor Bridge & Miscellaneous Structures CEI

*On an as-needed basis, CLIENT will issue Task Orders to the CONSULTANT describing the work required for each Assignment to be undertaken under this Agreement. Each assigned Task Work Order will provide a detailed Scope of Service and Cost Estimate, including project deliverables and the time duration to complete the work. No work will commence until a fully executed Task Order is received by the CONSULTANT (see Exhibit B for Task Order Approval Form).*

**Work Type 10.1 – Roadway CEI:** This work includes the administration and inspection of single or multiple construction contracts on rural, municipal and urban facilities including minor bridges as defined in Work Type 3.1.

**Work Type 4.1.1 – Construction Materials Inspection:** This work type includes conducting inspections and investigations of various highway materials or products with proper recording, documentation, analysis and reporting of results and recommendations.

**Work Type 7.1 – Minor Bridge & Miscellaneous Structures CEI:** This work will include the CEI of non-standard concrete box culverts, retaining walls and structural supports for highway signs and traffic signals. Generally limited to conventional foundation types and includes the construction, rehabilitation, widening or lengthening of box culverts, retaining walls, cast-in-place or precast structures.

### 1.3. General Scope of Services.

**1.3.1 PURPOSE:** This general scope of services describes and defines the services, which are required for construction engineering and inspection (CEI), materials sampling and testing, and contract administration for projects initiated under the FDOT LAP program in Okaloosa County. The County shall request Consultant CEI services on an as-needed basis. There is no guarantee that any or all of the services described in the Agreement will be assigned during the term of the Agreement.

**1.3.2 SCOPE:** The Consultant shall be responsible for providing services as defined in this Scope of Services. The Consultant shall provide Construction Engineering and Inspection (CEI) Services within Okaloosa County for the projects and Task Work Orders assigned.

**General:** It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant shall observe the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

The Consultant shall advise the County Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

**Survey Control:** The Consultant shall (1) make and record such measurements as are necessary to calculate and document quantities for pay items; (2) make and record pre-construction and final cross section surveys as needed in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project; and (3) perform incidental engineering surveys.

**On-site Inspection:** The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone traffic control plan and review of modifications to the Work Zone Traffic Control Plan, including alternate Work Zone Traffic Control Plan, in accordance with FDOT procedures. Consultant



employees performing such services shall be qualified in accordance with FDOT requirements and procedures.

**Sampling and Testing:** The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the special provisions of the Construction Contract. Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done. The Consultant will input verification testing information and data into the FDOT database.

**Engineering Services:** The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- (1) Attend, within ten (10) days after the Notice to Proceed, a pre-construction conference for the project in accordance with the County's procedure if required. The Consultant shall provide appropriate staff to attend and participate in the pre-construction meeting. Likewise, if required, the Consultant shall record a complete and concise record of the proceedings of the pre-construction meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days.
- (2) If requested, within ten (10) days after the Notice to Proceed, attend a meeting with the District Compliance Officer prior to the Pre-construction conference. The County Project Manager, Project Administrator and Resident Compliance Officer shall attend this meeting.
- (3) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by FDOT.

(4) Analyze problems that arise on a project and proposals submitted by the Contractor, endeavor to resolve such issues, and process the necessary paperwork.

(5) Produce reports, verify quantity calculations, field measure for payment purposes as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for the County to make timely payment to the Contractor.

(6) Monitor each Contractor and subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures if requested.

(7) The Consultant shall have a digital camera for photographic documentation of noteworthy incidents or events to cover the following areas:

(a) Pre-construction photographs

(b) Normal and exceptional progress of work. These photographs will be filed and maintained with the County for their use.

(c) The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and/or Final Acceptance.

**Personnel:** The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the County the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum salary, education, and experience.

Personnel identified in the Consultant Task Work Order are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County.

**Vehicles:** Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the

**Field Equipment:** The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable.

**Resident Compliance Specialists (RCS) Services:** The Consultant will be responsible for monitoring the contractor's performance of the construction contract by providing oversight and assistance to the Local Agency for compliance with all requirements of the EEO, AA, DBE, OJT, and Federal Wage Rate Provisions. In addition, the following associated tasks may be required:

Coordinating with the contractor to ensure proper understanding of FHWA 1273 and the appropriate EEO requirements and goals, OJT requirements, Wage Rate tables, and documentation requirements including making sure Wage Rate tables are included in all subcontracts.

Reviewing the contractor's reporting activities and documents for accuracy, conducting labor interviews, providing feedback, identifying discrepancies and deficiencies and notifying the contractor, maintaining accurate logs and files of all related information, and reporting significant discrepancies to the County.

Keeping the County Project Manager informed of the status and any significant issues, omissions, or deficiencies and corrective actions directed to the contractor.

Acting as a resource to the contractor and construction team regarding EEO issues during any FHWA/FDOT reviews or audits.

Coordination with project staff ensuring labor interviews, Commercially Useful Function (CUF) reporting, and bulletin board inspections are conducted.

#### **1.4. Terms of Agreement.**

**1.4.1** This Agreement will become effective upon completion of signatures by both parties and will be in effect for a period of five (5) years from the date of execution. When this Agreement expires, it will be automatically extended for any individual executed Task Orders until the scope of work is completed and final invoice is paid. Regarding the previous contract (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous contract.

**1.4.2** This Agreement is limited to a total cumulative contract amount of \$1,500,000 per Florida Department of Transportation (FDOT) and Federal requirements.

#### **SECTION 2. ADDITIONAL SERVICES**

**2.1. Written Authorization.** Additional services may be required in carrying out the work in each Task Order. These Additional Services will be undertaken only upon written amendment to a Task Order and upon authorization by CLIENT.

#### **SECTION 3. OBLIGATIONS OF CLIENT**

**3.1. CLIENT Responsibilities.** It is agreed that certain obligations shall be performed or furnished by CLIENT. These obligations include:

**3.1.1.** Designating a representative who shall have authority to transmit instructions, receive information and enunciate CLIENT's policies and decisions; CLIENT's representative shall be identified in each Task Order.

**3.1.2.** Arranging for and holding promptly any required meetings.

**3.1.3.** Providing access to and obtaining permission for the CONSULTANT to enter upon public and/or private lands as required for CONSULTANT to perform surveys, observations, or other necessary functions. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

**3.1.4.** Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

**3.1.5.** Responding within a reasonable time to the CONSULTANT's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONSULTANT.

**3.1.6.** Giving prompt written notice to the CONSULTANT whenever CLIENT becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this Agreement.

**3.2. Contractor Indemnification and Claims.**

**3.2.1.** CLIENT agrees to include the provisions of Section 11.17 of this Agreement in all construction contracts with contractors.

**3.2.2.** CLIENT agrees to include provisions providing contractor indemnification of CLIENT and CONSULTANT for other contractor's negligence.

**3.2.3.** CLIENT shall require construction contractor(s) to name CLIENT and CONSULTANT as additional insureds on the contractor's general liability insurance policy.

**3.2.4.** CLIENT agrees to include the following clause in all contracts with equipment or materials suppliers:

*"Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against CONSULTANT, CONSULTANT's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the CONSULTANT services performed. CLIENT will be the only beneficiary of any undertaking by CONSULTANT."*

**3.2.5. Changes.** CLIENT may make or approve changes within the scope of Services under a Task Order. If such changes affect CONSULTANT's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment to the affected Task Order.

**SECTION 4. TIME SCHEDULE**

**4.1. Authorization.** Unless otherwise directed by CLIENT, the CONSULTANT shall commence the performance of the Basic Services upon execution of a Task Order by both parties which shall constitute Authorization to Proceed.

**4.2. Additional Services.** Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to a Task Order by CLIENT and shall be completed in accordance with a schedule set forth in the authorization.

**SECTION 5. AMOUNT AND METHOD OF PAYMENT**

**5.1. Method of Payment.** For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with the Task Order. CONSULTANT will submit invoices for each Task Order or Task Directive to CLIENT each month covering services completed to date and for those deliverables being completed and submitted. In addition invoice shall include as applicable, materials and equipment delivered and stored on-site or off-site. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. Within 20 days of receipt of the invoice, CLIENT shall give detailed, written notice of any sums which it may reasonably dispute or contest in accordance with the provisions of 218.70 F.S. The undisputed portion of the invoice shall be paid in a timely manner. CONSULTANT shall submit corrected payment invoice and will receive payment or rejection notice within 10 days of receipt of adjusted invoice. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the CLIENT. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the CLIENT. This invoice shall close

this Task Order to future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the CLIENT for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required by the respective Task Order.

**5.2. Compensation.** The compensation for Services to be defined in each Task Order for each assignment to this Agreement will be based on either a lump sum amount basis, or on CONSULTANT's Rates, included as Exhibit A, for the actual time worked on the Project. Rates are not subject to change for the five-year term.

**5.2.1.** Direct Expenses are those necessary costs and charges incurred for the Project as described in the Task Order and further explained in Exhibit A. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance in the specific Task Order. Any and all direct expenses requested by the CONSULTANT shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent modification of this contract.

**5.2.2.** Rates to be utilized for the duration of this contract are as described in the fee schedule included as Exhibit A. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses, as outlined in Exhibit A.

**5.3. Payment by CLIENT.** CLIENT will process payment to the CONSULTANT within 25 days after receipt of CONSULTANT's invoice in accordance with the requirements of the Prompt Payment provision under 218.70 F.S.

**5.4. Delay in Payment.** If CLIENT fails to pay CONSULTANT for any undisputed billing within 25 calendar days after receipt of any invoice, CONSULTANT will be entitled to compensation per the requirements of the Prompt Payment provision under 218.735 (9) F.S.

## **SECTION 6. CHANGES**

**6.1. Written Authorization.** CLIENT may, at any time, by written fully executed amendment to a Task Order, make changes in the services or work to be performed within the general scope of this Agreement, including alterations, reductions, therein or additions thereto.

**6.2. Equitable Adjustment.** Upon receipt by the CONSULTANT of the CLIENT's notification of a contemplated change, the CONSULTANT shall (1) if requested by the CLIENT, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CLIENT of any estimated change in the completion date, and (3) advise the CLIENT in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of any Task Order. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under any Task Order, an equitable adjustment may be made and the Task Order shall be modified in writing accordingly.

## **SECTION 7. DISPUTES**

**7.1. Dispute Resolution.** If a dispute or complaint [Dispute] arises concerning this Agreement, CONSULTANT and CLIENT will use their best efforts to negotiate a resolution of the Dispute, including the use of alternative dispute resolution options.

**SECTION 8. DELAY OR SUSPENSION OF WORK**

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

**SECTION 9. TERMINATION OF AGREEMENT**

- 9.1. Written Notice.** This Agreement may be terminated for convenience with 30 calendar days' written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter.
- 9.2. Adjustment for Services Performed.** In the event that this Agreement is terminated by either CLIENT or the CONSULTANT, 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 each Task Order, unless otherwise agreed.

**SECTION 10. INSURANCE**

- 10.1. CONSULTANT's Coverage.** Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this Agreement at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to CLIENT in a form acceptable to CLIENT. Insurance carriers for General Liability and Motor Vehicle Liability shall be A+ rated by AM Best Company, and insurance carriers for Professional Liability shall be A rated by AM Best Company. All insurance carriers shall have a financial size of X or higher.
- 10.2. Additional Insured.** The CONSULTANT's policies or certificates for general and motor vehicle liability insurance shall name the CLIENT as an Additional Insured.
- 10.3. Certificate of Insurance.** All policies or certificates therefore, shall provide that 30 days prior to cancellation or material change in the policies, notice of same shall be given to CLIENT by certified mail, return receipt requested, for all policies so affected.
- 10.4. Minimum Coverage.** The minimum required coverage is the following:
- 10.4.1. Worker's Compensation and Employer's Liability.** Worker's Compensation in compliance with the statutory requirements of the State and Employer's Liability in compliance with the statutory requirements of the State.
- 10.4.2. General Liability.** Comprehensive general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability as set forth below, issued to and covering the liability of the

CONSULTANT with respect to all work performed by the CONSULTANT under this Agreement.

Bodily Injury, including death:  
\$1,000,000 each person  
\$1,000,000 each accident  
Property Damage: \$500,000 each accident

**10.4.3. 10.4.3 Motor Vehicle Liability.** Motor vehicle liability insurance including all owned, hired, or non-owned vehicle equipment for minimum limits of:

Bodily Injury, including death:  
\$1,000,000 each person  
\$1,000,000 each accident  
Property Damage: \$500,000 each accident

**10.4.4. Professional Liability.** Professional liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate.

## **SECTION 11. GENERAL PROVISIONS**

- 11.1. Indemnification.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the CLIENT, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed under Task Orders issued hereunder.
- 11.2. Successors.** This Agreement is binding on the successors and assigns of CLIENT and CONSULTANT. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both CLIENT and CONSULTANT.
- 11.3. Independent Contractor.** CONSULTANT represents that it is an independent contractor and is not an employee of CLIENT and CONSULTANT shall be solely responsible for withholding of all taxes, social security and insurance payments for its employees or agents.
- 11.4. Interpretation.** Interpretation and enforcement of this Agreement shall be in accordance with the laws of the State of Florida.
- 11.5. Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this Agreement. An address may only be changed by written notice.
- 11.6. Entire Agreement.** This Agreement, including any Task Orders, schedules, attachments and referenced documents, is the entire agreement between CLIENT and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by CLIENT and CONSULTANT.
- 11.7. Waivers and Severability.** Unless otherwise specified in this Agreement, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

**11.8. Covenants.**

**11.8.1.** The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel and equipment required to perform the services required by Task Orders to this Agreement, unless modified by the Task Order. Such personnel shall not be employees of, or have a contractual relationship with the CLIENT. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under the Task Order and this Agreement.

**11.8.2.** CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.

**11.9. Lower-Tier Subcontracts.** CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this Agreement or any Task Order(s) without the prior written consent of CLIENT, which consent may be withheld at CLIENT's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this Agreement. However, neither this Agreement, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and CLIENT, nor shall CLIENT have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.

**11.10. Confidentiality.** CONSULTANT warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONSULTANT by CLIENT, or reviewed or generated by CONSULTANT, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONSULTANT.

**11.10.1.** Notwithstanding the foregoing, CONSULTANT shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) CLIENT consents in writing (4) the information is/ or becomes part of the public domain through no fault or negligence of CONSULTANT; or (5) CONSULTANT lawfully possessed the information prior to receipt from CLIENT, provided however, in the event the CONSULTANT shall be so required to disclose any such information pursuant to (1) or (2) above, CONSULTANT shall prior to disclosure, give notice to CLIENT, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

**11.11. Conflict of Interest.** Upon receipt of each Task Order and its understanding of the Project, the CONSULTANT shall determine if a conflict of interest exists. Accordingly, CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this Agreement and any authorized Task Orders. A conflict of interest is defined to be any interest which in CLIENT's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.

**11.12. E-Verify.** The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment



verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The CONSULTANT shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

The CONSULTANT is required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

The CONSULTANT shall submit the attached Federal E-Verify Compliance Certification.

**11.13. Public Entity Crime Information.** Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**11.14. Drug Free Workplace Certification.** The CONSULTANT shall submit the attached Drug-Free Workplace Certification.

**11.15. Public Records Compliance.** The CONSULTANT shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONSULTANT: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

**11.16. General CONSULTANT Obligations.** In addition to the specific scope(s) of service required under each authorized Task Order, CONSULTANT shall be responsible for the following:

**11.16.1.** CONSULTANT shall designate in writing a person to act as CONSULTANT's representative with respect to the services to be rendered under this Agreement and each Task Order. Such person shall have complete authority to receive instructions and information from CLIENT and interpret and define CONSULTANT's policies, specifications, and reports.

**11.16.2.** CONSULTANT shall retain complete and accurate analytical and financial records of all work performed pursuant to this Agreement for the longer of (1) the period of five years following completion of services under a Task Order; or (2) the minimum period specified by the Florida Department of State. Access by FHWA and the OIG for any contracts funded with federal funds is included. This record retention period may, upon notice to the CONSULTANT by CLIENT, be automatically extended during the course of any administrative or judicial action involving the CLIENT regarding matters to which the records are relevant.

**11.17. No Third Party Beneficiary Rights.** Nothing in this Agreement shall be interpreted or construed to give any rights or benefits to anyone other than the CONSULTANT, and CLIENT. Therefore, there are no third party beneficiaries of this Agreement.

**11.18. Order of Precedence.** In the event of conflict between provisions of this Agreement, the conflict or ambiguities shall be resolved by giving precedence as follows: (a) an individual Task Order subject to the conflict, (b) this Agreement, and (c) the Contract's terms and provisions.

**11.19. Publicity.** CONSULTANT shall not disclose the CLIENT's name or the nature of its services being provided under any Task Order, or engage in any other publicity or public media disclosures with respect to its services to be performed under this Agreement or under any Task Order without the prior written consent of CLIENT.

**11.20. Performance Evaluation.** At the end of the contract period, the CLIENT will evaluate the CONSULTANT'S performance. This evaluation will become public record.

**11.21. Representatives.**

**11.21.1.** The authorized representatives of the CLIENT shall be:

Name:	Jason Autrey, P.E.
Title:	Public Works Director
Company:	Okaloosa County Public Works
Address:	1759 S. Ferdon Blvd. Crestview, FL 32536
Telephone:	(850) 689-5772
Facsimile:	(850) 689-5715
E-Mail:	jautrey@co.okaloosa.fl.us

**11.21.2.** The authorized representative for CONSULTANT shall be:

Name:	Steven Blount, P.E.
Title:	Associate Vice President
Company:	HDR Construction Control Corporation
Address:	25 West Cedar Street, Suite 200 Pensacola, FL 32502
Telephone:	(850) 432-6800
Facsimile:	(850) 432-8010
E-Mail:	steven.blount@hdrinc.com

**11.22. CONSULTANT's Personnel at Construction Site.**

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

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

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

## **SECTION 12. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE**

**12.1.** This Agreement is subject to the following special provisions:

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

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

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

**12.1.4. Legal Assistance.** The Scope of Services in this Agreement does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT. All such services required or requested of CONSULTANT by CLIENT, except for suits or claims between the parties to this Agreement, or where both are parties to a suit or claim, will be reimbursed as mutually agreed, and payment for such services will be in accordance with a separate Task Order. That, CLIENT will pay CONSULTANT for labor and expenses incurred in satisfying the requirements and assisting in any audit required by CLIENT, the United States Environmental Protection Agency, and Comptroller General, the United States Department of Labor, the State Regulatory Agency or any of their duly authorized representatives unless the necessity of the audit is caused by CONSULTANT's negligence. The basis of payment will be defined as a Task Order to this Agreement.

## **SECTION 13. ATTACHMENTS, SCHEDULES, AND SIGNATURES**

**13.1.** This Agreement, including its attachments and schedules, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. Attachments included are:

**13.1.1.** Exhibit A -- Hourly Rate Schedule for Professional Consulting Engineering Services to Okaloosa County Board of County Commissioners.

**13.1.2.** Appendix I -- Federal Requirements, Forms & Certifications for Local Agency Contracts.

**13.1.3.** Execution Authority. This Agreement is a valid and authorized undertaking of CLIENT and CONSULTANT. The representatives of CLIENT and CONSULTANT who have signed below have been authorized to do so.

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

**CLIENT**  
Board of County Commissioners  
Okaloosa County, Florida

**CONSULTANT**  
HDR Construction Control Corporation

By: \_\_\_\_\_

Nathan D. Boyles, Chairman  
Board of County Commissioners



By: \_\_\_\_\_

*Paul A. Bowdoin*

Paul A. Bowdoin, P.E.  
Senior Vice President

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

*Gary J. Stanford*

Witness: \_\_\_\_\_

*[Signature]*

**Address for Giving Notice:**

1250 N. Eglin Parkway  
Shalimar, FL 32579

25 West Cedar Street, Suite 200  
Pensacola, FL 32502

\*\*\*\*\* END \*\*\*\*\*

**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, CONSULTANT hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CLIENT upon request.

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

DATE: 10/9/2015

SIGNATURE: 

COMPANY: HDR Construction Control Corporation

NAME: Paul A. Bowdoin, PE

ADDRESS: 5426 Bay Center Dr.  
Suite 400  
Tamap, FL 33609

TITLE: Senior Vice President

E-MAIL: Paul.Bowdoin@HDRINC.com

PHONE NO.: 813-282-2300

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

DATE:

10/9/2015

SIGNATURE:

Paul Bowdoin

COMPANY:

HDR Construction  
Control Corporation

NAME: Paul A. Bowdoin, PE

(Typed or Printed)

ADDRESS:

5426 Bay Center Dr.  
Suite 400  
Tampa, FL 33609

TITLE: Senior Vice President

E-MAIL: Paul.Bowdoin@HDRINC.com

PHONE NO.:

813-282-2300

**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.]

HDR Construction

The Contractor, Control Corp., 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

Paul A. Bowdoin, PE  
Senior Vice President

Name and Title of Contractor's Authorized Official

10/9/2015


Date

## PROHIBITION AGAINST CONTINGENT FEES

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

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

DATE: 10/9/2015  
COMPANY: HDR Construction  
Control Corporation  
ADDRESS: 5426 Bay Center Dr.  
Suite 400  
Tampa, FL 33609  
PHONE NO.: 813-282-2300

SIGNATURE:   
NAME: Paul A. Bowdoin, PE  
TITLE: Senior Vice President  
E-MAIL: Paul.Bowdoin@HDRINC.com



**EXHIBIT "A"**

**HDR Construction Control Corporation**  
**CONTRACT RATES (2015 – 2020)**

<b>Classification</b>	<b>Hourly Rates</b>
Senior Project Principal	\$184.00
Construction Contract Administrator	\$121.50
Senior Construction Inspector	\$80.00
Construction Inspector	\$60.00
Clerical / Administrative	\$50.00
Senior CADD Designer	\$72.00
CADD Designer	\$67.50
CADD Technician	\$54.00

**EXHIBIT "B"**

**TASK ORDER APPROVAL FORM**

CONTRACT #: \_\_\_\_\_ TASK ORDER #: \_\_\_\_\_

TASK ORDER AMOUNT: \$ \_\_\_\_\_

**OFFERED BY CONSULTANT:**

\_\_\_\_\_  
FIRM'S NAME

\_\_\_\_\_  
REPRESENTATIVE'S PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PURCHASING DIRECTOR

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY ADMINISTRATOR (if applicable)

\_\_\_\_\_  
CHAIRMAN (if applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

# **APPENDIX I**

## **FEDERAL REQUIREMENTS, FORMS & CERTIFICATIONS FOR LOCAL AGENCY CONTRACTS**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

375-030-30  
PROCUREMENT  
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

HDR Construction Control Corporation  
Name of Consultant

By: \_\_\_\_\_



10/9/2015  
Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL  
AID CONTRACTS**  
(Compliance with 49CFR, Section 29.510)  
(Appendix B Certification]

375-030-32  
PROCUREMENT  
10/01

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By   
Authorized Signature

Date: 10/9/2015

Title: Senior Vice President

Instructions for Certification

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS**  
**(Compliance with 49CFR, Section 20.100 (b))**

375-030-33  
PROCUREMENT  
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal 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 influencing or attempting to influence an officer or employee of any federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: HDR Construction Control Corporation


By: Paul A. Bowdoin, PE Date: 10/9/2015

Authorized Signature: 

Title: Senior Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 04/14

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>HDR Construction Control Corp.</u> <u>5426 Bay Center Dr., Suite 400</u> <u>Tampa, FL 33609</u>  Congressional District, if known: 4c _____		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> <u>N/A</u>   Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> <u>N/A</u>	<b>7. Federal Program Name/Description:</b> <u>N/A</u>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> <u>N/A</u>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): <u>N/A</u>	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): <u>N/A</u>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: <u></u> Print Name: <u>Paul A. Bowdoin, PE</u> Title: <u>Senior Vice President</u> Telephone No.: <u>813-282-2300</u> Date (mm/dd/yyyy): <u>10/9/2015</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84  
PROGRAM MANAGEMENT  
04/15  
Page 1 of 3

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. **Compliance with Regulations:** The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation or Provisions:** The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** 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); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

375-040-84  
PROGRAM MANAGEMENT  
04/15  
Page 2 of 3

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, 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 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
  1. employ or retain, or agree to employ or retain, any firm or person, or
  2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

375-040-84  
PROGRAM MANAGEMENT  
04/15  
Page 3 of 3

both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

## CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES \_\_\_\_\_

NO x \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME: HDR Construction Control Corporation

BY (PRINTED): Steven Blount, PE

BY (SIGNATURE): 

TITLE: Associate Vice President

ADDRESS: 25 West Cedar Street, Suite 200

Pensacola, FL 32502-5945

PHONE NO. (850) 432-6800

E-MAIL Steven.Blount@hdrinc.com

DATE 5/15/2015

## **NO CONTACT CLAUSE**

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

The period commences when the procurement document is received by the Respondent and terminates when the Board of County Commissioners approves an award.

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

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

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

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

I Steven Blount, PE representing HDR Construction Control Corporation  
**Signature** **Company Name**

On this 15 day of May, 2015 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my submittal.

**INDEMNIFICATION AND HOLD HARMLESS**

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

HDR Construction Control Corporation  
Respondent's Company Name

  
Authorized Signature – Manual

25 West Cedar Street, Suite 200, Pensacola, FL 32502-5945  
Physical Address

Steven Blount, PE  
Authorized Signature – Typed

Same as above  
Mailing Address

Associate Vice President  
Title

(850) 432-6800  
Phone Number

(850) 432-8010  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

5/15/2015  
Date

## COMPANY DATA

Respondent's Company Name: HDR Construction Control Corporation

Physical Address & Phone #:

19805 US Hwy 331 South

Freeport, FL 32439

(850) 835-1561

Contact Person (Typed-Printed):

Bryan Estock, PE

Phone #:

(850) 835-1561

Cell #:

(850) 869-0615

Federal ID or SS #:

47-0741232

Respondent's License #:

Fax #:

(850) 432-8010

Emergency #'s After Hours,  
Weekends & Holidays:

(850) 869-0615



**ADDENDUM ACKNOWLEDGEMENT**

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

<b><u>ADDENDUM NO.</u></b>	<b><u>DATE</u></b>

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

**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, HDR CCC, 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

Steven Blount, PE / Associate Vice President Name and Title of Contractor's Authorized Official

5/15/2015 Date