

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: .03/27/2024

Contract/Lease Control #: C21-2999-PW

Procurement#: RFQ PW 38-20

Contract/Lease Type: AGREEMENT

Award To/Lessee: HDR ENGINEERING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/06/2023

Expiration Date: 10/05/2024 W/1 1 YR RENEWALS

Description of: NORTH CRESTVIEW BYPASS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS



**FIRST RENEWAL AND AMENDMENT TO THE AGREEMENT BETWEEN
OKALOOSA COUNTY, FLORIDA AND HDR ENGINEERING, INC.
CONTRACT NO. C21-2999-PW**

This First Renewal and Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and HDR Engineering, Inc. ("Contractor"), executed this 26th day of March, 2024 is made a part of the original Agreement dated October 6, 2020, Contract No. C21-2999-PW (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise the option to renew the original Agreement in accordance with article 5 for a one (1) year term. The effective date of this renewal shall be retroactive to begin on October 6, 2023 and continue until October 5, 2024.

2. **AMENDMENT.** The parties hereby wish to add the following provisions to the original Agreement:

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by HDR Engineering, Inc. hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by HDR Engineering, Inc. to indemnify County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

3. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated October 6, 2020 and any amendments thereto, shall remain in full force and effect.

4. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

5. **INSURANCE.** The County and Contractor would like to amend Attachment "B" of the original Agreement and replace it with "Exhibit A" attached hereto and made a part of the original Agreement. The annual general aggregate will be \$5,000,000.00.



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: March 26, 2024
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jason Autrey
SUBJECT: Amendment for 1 Yr Renewal of Contract C21-2999-PW
DEPARTMENT: Public Works
BCC DISTRICT: 1 & 3

STATEMENT OF ISSUE: Contract Amendment for the renewal of contract C21-2999-PW with HDR Engineering, Inc. This is a time only contract extension of 1 year.

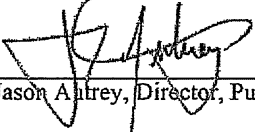
BACKGROUND: On October 6, 2020 the County and HDR Engineering, Inc. entered into a Contract, C21-2999-PW, which provides professional consulting services related to the Northwest Crestview Bypass Alternative Corridor Evaluation (ACE) Study. The initial term of the Contract ran through October 6, 2023 and the effective date of this renewal shall be retroactive to October 6, 2023 and continue until October 5, 2024.

Work is almost complete on the deliverable to be produced under this contract. The contract contains a provision allowing it to be extended for one (1) additional year with mutual consent. All parties agree it is desired and necessary to amend the Contract to be extended by one (1) year to October 6, 2024. The amendment was routed through, and approved by, Purchasing.

OPTIONS: Approve/Deny/Postpone

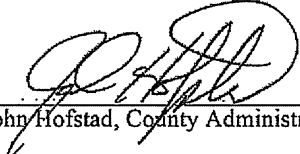
RECOMMENDATIONS: Motion for approval of a contract amendment for a one year extension of contract C21-2999-PW.

RECOMMENDED BY:



Jason Autrey, Director, Public Works 3/18/2024

APPROVED BY:



John Hofstad, County Administrator 3/19/2024



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

HDR ENGINEERING, INC.

Katie E. Duty
Signature

TITLE: Vice President

Katie E. Duty
Print Name

OKALOOSA COUNTY, FLORIDA

BY: Paul Nixon
Paul Nixon, Chairman



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





EXHIBIT "A"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.



2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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



INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

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



2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.



EXCESS/UMBRELLA INSURANCE

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

PROCUREMENT / CONTRACT / LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C21-2999-PW Tracking Number: 5104-24

Procurement/Contractor/Lessee Name: HDR Engineering, Inc. Grant Funded: YES NO

Purpose: Amendment 1 / North Crestview Bypass

Date/Term: 10/05/2024 W (1) 1 YR Renewals

Department #: _____

Account #: _____

Amount: _____

Department: Public Works Dept. Monitor Name: Autrey

FDOT GRANT # G1H69 - CRESTVIEW BYPASS NW PD&E STUDY

AMOUNT	DESCRIPTION	DEPT #	ACCT #
\$ 750,196.00	Grant Amount	732041	531500
\$ 500,000.00	Local Match	3201	563159
\$ 250,196.00	Local Match	3301	563001
\$ 1,500,392.00	TOTAL GRANT AMOUNT		

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

Purchasing Review

Procurement or Contract/Lease requirements are met:

Amber Hammonds Date: 2/20/2024

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____

Required: Yes No

See Attached Email Date: 3/5/24

Grants Coordinator – Suzanne Ulloa

Risk Management Review

Approved as written: _____

See Attached Email Date: 2/23/2024

Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline Mtchuk / Odessa Cooper-Pool)

County Attorney Review

Approved as written: _____

See Attached Email Date: 2/26/2024

County Attorney - (Circle One: Lynn Hoshihara, Kerry Parsons or Designee)

Department Funding Review

Approved as written: _____

Date: _____

IT Review (if applicable)

Approved as written: _____

Date: _____

Amber Hammonds

From: Suzanne Ulloa
Sent: Tuesday, March 5, 2024 11:37 AM
To: Amber Hammonds
Subject: RE: C21-2999-PW - HDR Engineering, Inc

Because your first line reads

This First Renewal and Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County")

Every other reference to Okaloosa County can be made with "County" or "the County".

You're all set here ☺

Suzanne Ulloa

*Purchasing & Grants Coordinator
Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960
DIRECT EXT. 6971*



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

From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, March 5, 2024 7:44 AM
To: Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: RE: C21-2999-PW - HDR Engineering, Inc
Importance: High

Ms. Suzanne,
Can you take a final quick look at this amendment?
Should we add Okaloosa to the "County"?

Thank you,
Amber Hammonds
Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970

Email: ahammonds@myokaloosa.com



Upcoming Events:

May 9th 2024- Pensacola, Florida

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

[Click here to register!](#)



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From: Suzanne Ulloa <sulloa@myokaloosa.com>
Sent: Thursday, February 29, 2024 2:42 PM
To: Amber Hammonds <ahammonds@myokaloosa.com>
Subject: RE: C21-2999-PW - HDR.Engineering, Inc

Thanks Amber,

I had no idea how you might add this to the contract, good to see how it's done.

- [ENTITY] would be "HDR Engineering, Inc."
- [RECIPIENT] would be "Okaloosa County" (or however we are referencing ourselves in this contract)

Thanks Again,

Suzanne Ulloa

Purchasing & Grants Coordinator
Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960
DIRECT EXT. 6971



Amber Hammonds

From: Odessa Cooper-Pool
Sent: Friday, February 23, 2024 9:50 AM
To: Amber Hammonds
Cc: Kerry Parsons; Lynn Hoshihara
Subject: RE: Renewal/Amendment #1 for C21-2999-PW
Attachments: C21-2999-PW 1st renewal.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Amber,

The renewal for HDR Engineering has been reviewed and is approved by Risk Management for insurance purposes.

Contract: C21-2999-PW

Thank you,

Odessa Cooper-Pool

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



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

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From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, February 20, 2024 12:05 PM
To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Kerry Parsons <kparsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: Renewal/Amendment #1 for C21-2999-PW

Good morning ladies,

Please review and approve the above referenced renewal/amendment.

Thank you,

Amber Hammonds
Contracts & Lease Coordinator

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



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Amber Hammonds

From: Lynn Hoshihara
Sent: Monday, February 26, 2024 12:37 PM
To: Amber Hammonds; Jacqueline Matichuk; Kerry Parsons; Odessa Cooper-Pool
Subject: Re: Renewal/Amendment #1 for C21-2999-PW
Attachments: C21-2999-PW 1st renewal 2.26.24.docx

Amber,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: Amber Hammonds
Sent: Tuesday, February 20, 2024 1:05 PM
To: Jacqueline Matichuk; Kerry Parsons; Lynn Hoshihara; Odessa Cooper-Pool
Subject: Renewal/Amendment #1 for C21-2999-PW

Good morning ladies,

Please review and approve the above referenced renewal/amendment.

Thank you,

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



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