CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	9/20/2021
Contract/Lease Control #	: <u>C19-2749-PW</u>
Procurement#:	<u>RFQ PW 51-18</u>
Contract/Lease Type:	<u>CONTRACT</u>
Award To/Lessee:	DRMP, INC.
Owner/Lessor:	<u>OKALOOSA COUNTY</u>
Effective Date:	10/01/2018
Expiration Date:	09/30/2023
Description of Contract/Lease:	GENERAL ENGINEERING SERVICES FOR PW
Department:	<u>PUBLIC WORKS</u>
Department Monitor:	AUTREY
Monitor's Telephone #:	850-609-5772
Monitor's FAX # or E-mail:	JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

	/CONTRACT/LEASE ORDINATION SHEET
· .	4-2749-PW_Tracking Number: 4390-2
	RMP, ThCGrant Funded: YESNO_X
Purpose: CMMMdM4nt/Rec	Jal
Date/Term: 450-2023	1. 🛛 GREATER THAN \$100,000
Department #:	2. 🔲 GREATER THAN \$50,000
Account #:	3. 🗌 \$50,000 OR LESS
Amount: By task orch	
Department: Dept. Monit	or Name:
	<u> </u>
Procurement or Contract/Lease requirements	rsing Review are met: Date: <u>7-30-21</u> de, DeRita Mason, Jesica Darr, Angela Etheridge
Approved as written:	Ce Review (if required) Grant Name: OFLASS Date:
Grants Coordinator	
Approved as written:	gement Review
Risk Manager or designee	isa Price
Approved as written: Sel MW	ttorney Review AHAMA Date: 7.30.21
County Attorney Lynn Hoshih	ara, Kerry Parsons or Designee
	Funding Review
Approved as written:	Date:
IT Review	(if applicable)
Approved as written:	······································
	Date:

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DeRita Mason

From:Jane EvansSent:Thursday, July 15, 2021 8:39 AMTo:DeRita Mason; Suzanne UlloaCc:Kerry Parsons; Roy PetreySubject:RE: Renewal

Based on legal approval of including these provisions in the Amendment, it is approved for grant purposes. Per my discussion with Roy, this contract is <u>not</u> directly related to a Triumph project which would require pre-approval.

Thank you for your work on this update.

Jane Evans Grants and RESTORE Manager Office of Management and Budget 1250 North Eglin Parkway Suite 102 Shalimar, FL 32579 Phone: 850-651-7521 Fax: 850-651-7551 Internal Courier: CAO-S/Grants Email: jevans@myokaloosa.com



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

From: DeRita Mason Sent: Thursday, July 15, 2021 6:39 AM To: Suzanne Ulloa <sulloa@myokaloosa.com> Cc: Kerry Parsons <kparsons@myokaloosa.com>; Roy Petrey <rpetrey@myokaloosa.com>; Jane Evans <jevans@myokaloosa.com> Subject: RE: Renewal

Good morning all, Please review and approve the attached. Once this one is approved, I will send over the other renewals for review. Thank you,

DeRita Mason

DeRita Mason

From: Sent: To: Subject: Lisa Price Friday, July 30, 2021 9:47 AM DeRita Mason RE: Renewals

You don't have to send back. I approve with the changes. No reason to double work, you have enough to do!

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





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

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From: DeRita Mason <dmason@myokaloosa.com> Sent: Friday, July 30, 2021 9:44 AM To: Lisa Price <lprice@myokaloosa.com> Subject: RE: Renewals

DeRita Mason

From: Sent: To: Cc: Subject: Kerry Parsons Friday, July 30, 2021 10:29 AM DeRita Mason Lynn Hoshihara; Lisa Price Re: Renewals

These renewals are approved for legal purposes.

Kerry A. Parsons Chief Assistant County Attorney Okaloosa County, Florida

From: DeRita Mason Sent: Friday, July 30, 2021 7:40:14 AM To: Kerry Parsons Cc: Lynn Hoshihara; Lisa Price Subject: Renewals

Good morning, Please review and approve the attached. Kerry-you approved the HDR amendment just like this yesterday. Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP Senior Contracts and Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, Florida 32536 (850) 689-5960 <u>dmason@myokaloosa.com</u>

"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."



FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND DRMP, INC. CONTRACT NO. C19-2749-PW

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and DRMP, Inc., executed this <u>7th</u> day of <u>September</u>, 2021, is made a part of the original Agreement dated November 6, 2018, Contract No. C19-2749-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 their option to renew the original Agreement for an additional two (2) years term in accordance with Section 1.3 of the original Agreement.
- 2. EFFECTIVE DATE OF RENEWAL TERM. The Effective Date of this Amendment shall commence October 1, 2021 and shall terminate no later than September 30, 2023. This is the final renewal on the contract.
- 3. COMPENSATION. Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section 7 and Exhibit "A" of the original Agreement ("Compensation") and/or any amendments thereto; or

4. <u>PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.</u> Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "A". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

Contract No. C19-2749-PW

CONTRACT #: C19-2749-PW DRMP, INC. GENERAL ENGINEERING SERVICES FOR PW EXPIRES: 09/30/2023

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- 5. <u>CIVIL RIGHTS</u>. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 6. <u>COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS</u>. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. <u>Compliance with Regulations</u>: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "B".

b. <u>Nondiscrimination</u>: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. <u>Solicitations for Subcontracts, including Procurements of Materials and</u> <u>Equipment</u>: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. <u>Information and Reports</u>: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. <u>Sanctions for Noncompliance</u>: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:



a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. <u>Incorporation of Provisions</u>: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States.

- 7. ADDITIONAL FEDERAL CLAUSES. The County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "C" attached hereto.
- 8. **UPDATED INSURANCE REQUIREMENTS.** the parties wish to amend the contract to add new and updated general services insurance requirements attached hereto as Exhibit "D"; and
- 9. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated November 6, 2018 and any amendments thereto, shall remain in full force and effect.
- 10. **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.

(Remainder of Page Intentionally Left Blank)



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

DRMP, INC:

enCV.

Signature

BY: <u>Ben C Faust</u> Print Name i

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ATTEST:

J.D. Peacock II, Clerk of Courts

OKALOOSA COUNTY, FLORIDA

BY: Carolyn N. Ketchel Chairman SEAL



ATTACHMENT "A" Scrutinized Companies Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: <u>8/3/2021</u>

COMPANY: DRMP, Inc.

ADDRESS: 2111 Thomas Drive, Suite 1

Panama City Beach

Florida, 32408

SIGNATIRE	Ben	C	N
bioi (i ti oite).			

NAME: <u>Ben C Faust</u> (Typed or Printed)

TITLE: <u>Vice President</u>

E-MAIL: bfaust@drmp.com

PHONE NO.: 840-640-3904



ATTACHEMENT "B" Civil Rights Clauses

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).



ATTACHEMENT "C" Additional Federal Clauses

AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The U.S. Department of Justice has issued revised regulations implementing Title II of the Americans with Disabilities Act (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

STARDARD PATENT RIGHTS PURSUANT TO FEDERAL FUNDING

If this Agreement is for the performance of experimental, developmental, or research work that is funded in whole or in part by the Federal Government, then the following provisions shall apply:

<u>Rights to Inventions Made Under a Contract or Agreement</u>: Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract. The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for County purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, as authorized under 2 C.F.R. Appendix II to Part 200(F):

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



DOMESTIC PREFERENCE FOR PROCUREMENTS

The contractor, in accordance with 2CFR 200.322, (a) As appropriate and to the extent consistent with law, should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means that all manufacturing processes, from the initial production through the application of coatings, occurred in the United States.

NEVER CONTRACT WITH THE ENEMY

The contractor agrees, in accordance with 2 CFR 200.215 to never contract with the enemy, and ensure that all subcontractors comply with and all subcontracts contain this requirement. Understanding that they are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000



EXHIBIT "D"

GENERAL SERVICES INSURANCE REQUIREMENTS REVISED: 08/01/2018

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- 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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates 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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- 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.

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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- 2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- 3. Commercial General Liability coverage shall include the following:



- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability
- 4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. 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:

1.	Worker's Compensation 1.) State 2.) Employer's Liability	Statutory \$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.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
- 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 and the satisfactory character of the Insurer.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as



specified herein to entities listed as Additional Insured.

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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	11-09-2018
Contract/Lease Control #:	<u>C19-2749-PW</u>
Procurement#:	<u>RFQ PW 51-18</u>
Contract/Lease Type:	CONTRACT
Award To/Lessee:	DRMP, INC.
Owner/Lessor:	<u>OKALOOSA COUNTY</u>
Effective Date:	10/01/2018
Expiration Date:	09/30/2021 with ONE 2 YR RENEWAL
Description of Contract/Lease:	GENERAL ENGINEERING SERVICES FOR PW
Department:	PW
Department Monitor:	AUTREY
Monitor's Telephone #:	850-689-5772
Monitor's FAX # or E-mail:	JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C19-2749-PW</u>

TASK ORDER #: <u>5 - Post Design Services – College Rd Bypass Bridge Repairs</u>

TASK ORDER AMOUNT: <u>\$ 14,832.00</u>

OFFERED BY CONSULTANT:

DRMP, Inc. FIRM'S NAME CONTRACT#: C19-2749-PW DRMP, INC. GENERAL ENGINEERING SVS FOR PW EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

7/9/2021

DATE

John Alaghemand, P.E. REPRESENTATIVE'S PRINTED NAME

alsh _____

SIGNATURE

Office Leader TITLE

RECOMMENDED FOR APPROVAL (Department Director)

011

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1

Jeffrey A Hyde Digitally signed by Jeffrey A Hyde Date: 2021.07.13 07:51:19 -05'00'

PURCHASING MANAGER

DATE

OMB DIRECTOR/DATE

CHAIRMAN (if applicable)

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

Revised January 21, 2020

DATE

DRMP, INC.

PRINCIPALS Lawrence L. Smith, Jr. Donaldson K. Barton, Jr. Glenn J. Lusink Jon S. Meadows Mark D. Prochak Mark E. Puckett



July 9, 2021

DRMP Job #: 18-0297.004

Mr. Scott Bitterman, P.E. Okaloosa County Public Works 302 N Wilson Street – Suite 302 Crestview, Florida 32536

Subject: Post Design Services Scope of Services & Fee Summary -College Road Bypass over Turkey Creek Bridge Repairs

Dear Mr. Bitterman:

DRMP is pleased to provide the scope of services and fee proposal for post design services for construction phase of the College Road Bypass Bridge Repairs Project in Okaloosa County. The post design scope of services for College Rd. Bypass over Turkey Creek Bridge (No. 574132) shall include the following:

Scope of Services:

I. Project Administration and Bidding Assistance

a. Services Include bidding assistance, attending pre-bid meeting, preconstruction meeting and progress meetings.

II. Shop Drawing Review and Approval

a. Services include review and approval of structural shop drawings submitted by the contractor.

III. Field Review and Inspection

a. Services include field visits and inspection during critical phases of the construction, final project walkthrough at the completion of construction.

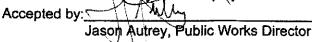
Compensation Summary

DRMP's proposed Lump Sum fee for the post design services for this project is **\$14,832.00**. The following summarizes the proposed fee and staff hours for the Scope of Services as presented herein:

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Reimbursable Expenses

This task discussed herein is lump sum and include travel, mileage and incidental non- labor costs associated directly with this project.



OFFICES Asheboro, North Carolina Boca Raton, Fiorida Cary, North Carolina Charlotte, North Carolina Chipley, Florida DeLand, Florida Fort Myers, Florida Gainesville, Florida Jacksonville, Florida Lakeland, Florida Melbourne, Florida Orlando, Florida sma City Beach, Florida Pensacola, Florida Slockbridge, Georgia Talianassee, Florida Tampa, Florida Troutman, North Carolina

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Client#: 1048632 DRMPINC CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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TASK ORDER APPROVAL FORM

CONTRACT #: C19-2749-PW

TASK ORDER #: _____ 4

TASK ORDER AMOUNT: \$ 94,525.00

CONTRACT#: C19-2749-PW DRMP, INC. GENERAL ENGINEERING SVS FOR PW EXPIRES: 09/30/2021 W/1 1 YR RENEWAL

OFFERED BY CONSULTANT:

DRMP, Inc.

FIRM'S NAME

John Alaghemand, P.E.		
REPRESENTATIVE'S PRINTED NAME		
John Alaghemand, P.E. Bilder State S		
SIGNATURE		
Office Leader	10/29/2020	
TITLE	DATE	

RECOMMENDED FOR APPROVAL (Department Director)

Jason T. Autrey, P.E., C.P.M.	Digitally signed by Jason T. Autrey. P.E., C.P.M. Date: 2020, 11.02 14:28:27 -06'00'
SIGNATURE	0010 2020, 1102 1120 27 00 00

TITLE

DATE

COUNTY ADMINIS RATOR (if applicable)

DATE

Revised January 21, 2020

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.

PURC

DATE

Faye Douglas Digitally signed by Faye Douglas Date: 2020.11.05 08:50:11 -06'00'

OMB Director/DATE

DATE

CHAIRMAN (if applicable)

DATE

DRMP, INC.

PRINCIPALS Wayne D. Chalifoux Donaldson K. Barton, Jr Glenn J. Lusink Jon S. Meadows Mark D. Prochak Mark E. Puckett Lawrence L. Smith, Jr



2111 Thomas Drive, Suite 1, Panama City Beach, Florida 32408 Phone: 850.640.3904 | Fax: 850.640.3102

October 29, 2020

DRMP Job #: 18-0297.004

Mr. Scott Bitterman, P.E. Okaloosa County Public Works 302 N Wilson Street – Suite 302 Crestview, Florida 32536

Subject: College Rd. Bypass over Turkey Creek Bridge (No. 574132) Repairs Scope of Services & Fee Summary

Dear Mr. Bitterman:

DRMP is pleased to provide the scope of services and fee proposal for professional engineering design services for limited structural repairs for the College Rd. Bypass Bridge in Okaloosa County. The existing bridge consists of 45 spans ranging in length from 29'-3" to 31'-6" for a total bridge length of approximately 1415'-9". Traffic is supported on a series of individual Sonovoid slabs spanning between piers and transversely tied with post-tensioning rods.

There is evidence of the post-tensioning bars failing on multiple spans as identified in the 02/25/2020 Prompt Corrective Action Advisory Report. Additional vertical and lateral misalignments were found throughout the structure. Based on the available documentation, DRMP recommends the following scope services for the County's consideration:

Task 1 - Existing Bridge Evaluation and Structural Repairs Recommendations

Scope of services for College Rd. Bypass over Turkey Creek Bridge (No. 574132) shall include:

a. Existing Bridge Condition Evaluation. The evaluation will be based on a review of available bridge inspection reports, prompt corrective action advisory reports, existing bridge plans and a limited field review. The deliverable will be an Existing Condition Assessment Report detailing the findings along with a listing of recommended safety, structural, maintenance repair recommendations and construction costs related to the deficiencies identified in the 02/25/2020 Prompt Corrective Action Advisory. In a collaborative effort with the County, a determination will be made to either advance or reject the recommendations.

Task 2 - Design Services (Optional)

- a. **Design Services**. Design services shall include preparing bridge structural component plan set that includes the following items:
 - Replace or repair the transverse post-tensioning for Spans 5, 8, 9 and 22;
 - Bridge load rating using the latest methodology; and
 - Temporary Traffic Control Analysis and measures during construction.

The design services are based on limited available information. The scope of design services may vary depending on the findings in the Existing Condition Assessment Report. See Additional Services.

OFFICES

Atlanta, Georgia Boca Raton, Fionda Cary, North Carolina Charlotte, North Carolina Chipley, Fionda Fort Myers, Fionda Gainesvitle, Fionda Jacksonville, Fionda Lakeland, Fionda Metbourne, Fionda Orlando, Fionda Panama County, Fionda Tallanassee, Fionda Tallanassee, Fionda

> 1 800 375 3767 www.DRMP.com



Deliverables

DRMP will provide all submittals in 11"x17" format. All submittals will include an identical copy for the County. Upon completion of the concept plans a PDF of calculations, reports and design plans will be provided as well as all digital files. The following deliverables are anticipated:

- Meeting Minutes Correspondence
- Task 1 Existing Condition Assessment Report
- Task 2 Design Services
 - Bridge structural component plan set that includes replace or repair the transverse post-tensioning for Spans 5, 8, 9 and 22
 - o Temporary Traffic Control Analysis and Plans depicting an off-site detour
 - Digital Design Files
 - Engineer's Estimate of Probable Construction Cost

Additional Services (Not part of this contract)

If the County desires to change or expand upon these services, an additional fee shall be negotiated. Services authorized in writing by the County other than those specifically listed in the Scope of Services shall be considered Additional Services for which the County shall compensate DRMP at current hourly rates for the actual personnel involved in the tasks or as pre-negotiated for that task. Any renegotiation required shall be accomplished prior to further work on the project.

- Additional safety and/or maintenance repairs identified in the Existing Bridge Condition Evaluation Report and not included under Task 2.
- Survey Services performed by DRMP or its Subconsultants. Survey Services may be needed Pre and Post repairs to establish bridge condition and elevations.
- Permit Fees if required.
- Public Meeting Support.
- Additional meetings other than those specifically addressed herein.
- Construction Support Services.
- Revising drawings, specifications, or other documents when such revisions are inconsistent with written approval or instructions previously given or are due to causes beyond the control of DRMP.
- Providing professional services made necessary by the default of a contractor or by major defects in the work of a contractor in the performance of the construction contract.
- Any redesign due to changes required in the event additional laws, regulations, or policies are promulgated by governmental agencies subsequent to the date of this Agreement.
- In the event changes are requested by the County once a phase of design is complete, all work connected therewith shall be treated as additional services and paid for accordingly.
- □ Any wetland or surface water related issues, including but not limited to work related to stream buffer variances, wetland impacts and wetland mitigation issues.



Any and all environmental and ecological services required for plans production or permitting shall be negotiated as an additional service.

I. Project Milestones

Within ten (10) days after the Notice to Proceed, a schedule will be provided with detailed activities. The schedule shall indicate all required submittals and milestones. A two (2) week review time for the County for each milestone will be included in the schedule. Regardless, the schedule for completion for this work shall be five (5) months from Notice to Proceed. Key milestones and elements include:

- Kick-Off Meeting
- Existing Condition Assessment Report with an Engineer's Estimate of Probable Construction Cost
- 60% Submittal Package and Engineer's Estimate of Probable Construction Cost
- 100% Submittal Package (including responses to 60% comments)
- 100% Engineer's Estimate of Probable Construction Cost
- 100% Draft Specifications Package
- Final Plans (Signed and Sealed) (including responses to 100% comments)
- Final Engineer's Estimate of Probable Construction Cost
- Final Specifications Package (Signed and Sealed). The specifications package shall be in accordance with the FDOT and County requirements and address all items and areas of work including any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions
- Bid Tabulations

II. Reimbursable Expenses

The tasks discussed herein are lump sum and include travel, mileage and incidental nonlabor costs associated directly with this project.

III. Compensation Summary

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein.

TASK No.	TASK DESCRIPTION	FEE
1	Existing Bridge Condition Evaluation (Lump Sum)	\$ 24,515.00
2	Design Services (Lump Sum)	\$ 70,010.00
	TOTAL FEE:	\$ 94,525.00

Staff Classification	Project Manager	Chief Engineer	Sr. Project Engineer	Project Engineer	Sr. Design Engineer	Design Engineer	Engineering Intern	Staff Hour By		Salary Cost By
Rates	\$180.00	\$190.00	\$160.00	\$140.00	\$125.00	\$110.00	\$85.00	Activity	Activity	
TASK 1 - Existing Bridge Condition Evaluation										
Project General and Project Common Tasks	14	0	0	0	0	0	0	14	S	2,520.00
Structures - Misc. Tasks, Dwgs, Non-Tech.	8	38	23	15	30	23	15	152	S	21,995.00
Total Task 1	22	38	23	15	30	23	15	166	\$	24,515.00
TASK 2 - Roadway Design and Plans and Environmental				_						
Project General and Project Common Tasks	44	0	0	D	0	D	0	0	S	7,920.00
Roadway Analysis	4	7	11	18	15	11	4	4	\$	9,755.00
Roadway Plans	2	2	2	13	13	4	4	2	S	5.285.00
Structures - Misc. Tasks, Dwgs, Non-Tech.	7	36	22	15	29	22	15	146	S	21,040.00
Structures - Short Span Concrete Bridge	9	45	27	18	36	27	18	180	\$	26.010.00
Total Task 2	66	90	62	64	93	64	41	332	\$	70,010.00
Grand Total Estimated Fee (Tasks 1 & 2)									\$ 9	94,525.00

College Road Bridge Repairs (Bridge No. 574132) - Staff Hours/Fee Summary

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C19-2749-PW</u> TASK ORDER #: <u>3</u> TASK ORDER AMOUNT: <u>\$20,000.00 Not-to-Exceed</u>	CONTRACT#: C19-2749-PW DRMP, INC. GENERAL ENGINEERING SVS FOR PW EXPIRES: 09/30/2021 W/1 1 YR RENEWAL
OFFERED BY CONSULTANT: DRMP Inc.	· ·
FIRM'S NAME	
John Alaghemand, P.E.	
REPRESENTATIVE'S PRINTED NAME	
John Alaghemand, P. E. Sontwick and a software fr.	
SIGNATURE	
Office Leader	8/12/2020
TITLE	DATE

RECOMMENDED FOR APPROVAL (Department Director)

SIGNATURE

Public Works Director

TITLE ß 1λ DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1

PUR

DATE

OMB DIRECTOR/DATE

CHAIRMAN (if applicable)

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

DATE

Revised January 21, 2020

Okaloosa County General Engineering Services for Public Works Contract Number C19-2749 Task Order 03 This Task Order is issued pursuant to the Agreement for General Engineering Services effective October 1, 2018 Between Okaloosa County, Florida and DRMP, Inc.,

Scope of Basic Service For

Geotechnical services concerning Cypress Investors v. Okaloosa County

PURPOSE

The purpose of this Task Order is to authorize and direct DRMP, Inc. to utilize the services of Larry M. Jacobs and Associates Inc. (LMJ) to proceed with necessary Geotechnical Services for the Okaloosa County Department of Public Works. The activities that are included are described in "Scope of Service."

SCOPE OF SERVICES

LMJ is being retained at the direction of counsel for expert work and investigation related to the Cypress Investors v. Okaloosa County lawsuit.

COMPENSATION PROVISIONS

As compensation for providing the services under this Task Order, the County shall pay the Consultant in accordance with Exhibit A of the October 1, 2018 agreement for the actual work completed and accepted by the County. Invoicing must show specific quantities and grouped by each assigned task with sufficient detail to fully report results, conclusions, and recommendations as required. Each invoice will also show total to date and remainder under this task order.

The not-to-exceed amount for this Task Order is \$20,000.00.

PERIOD OF SERVICE

The schedule for the services provided under this Task Order shall be in accordance with the October 1, 2018 agreement and will remain in effect until the not-to-exceed amount is reached or otherwise terminated by the County.

AUTHORIZED REPRESENTIATIVES

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For Okaloosa County: Jason Autrey jautrey@myokaloosa.com 1759 S. Ferdon Boulevard Crestview FI, 32536 850-689-5772 M he Accepted by Signature For Larry M. Jacobs and Associates, Inc.: Keith Jacobs keithi@imi-a.com 328 East Gadsden Street Pensacola/FL 850-244-6693 Accepted by Signature

DRMPINC ACORD. **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND COMPEREND AD INFTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFINATIVELY OF NEOATVELY AMEND, EXTENDED NATURE COVERAGE AFFORDED BY THE POLICIES BELOW, THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, NATURE CERTIFICATE COLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ics) must have ADDITIONAL NEURER and the certificate holder is an ADDITIONAL NEURER of the policy(ics) must have ADDITIONAL A statement on this certificate does not confer any rights to the certificate holder in ligu of such endorsement(s). PRODUCER PRODUCER USI Insurance Services, LLC Z024 N Cocky Point Drive Suite 400 Address. Tampa, FL 33607 INSURED, Company INSURE 0; Phomix Insurance Company Z5653 Orlando, FL 32814 INSURER 0; Phomix Insurance Company Z5663 INSURE 0; Phomix Insurance Company Z5623 COVERAGES CERTIFICATE NUMBER: TENM OR CONTRACT ON AMED ADOVE FOR THE POLICY PERIOD INSURE 0; Phomix Insurance Company Z5623 S011 Lake Baldwin Lane INSURED TO THE INSURED TO THE INSURED TO ALL THE TERMS Orlando, FL 32814 INSURE 0; Phomix Insurance Company Z5623 THE IS TO CERTIFY THAT THE POLICIES OF INSURANCE	-									8/07	/2020
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Suite 400 ADDREss. INSURER (3) AFFORDING COVERAGE NAUE # INSURED DRMP, Inc. 25658 DRMP, Inc. INSURER A : Travelers Indemnity Company 25658 Orlando, FL 32814 INSURER C : Phoenk Insurance Company 25623 INSURER C : INSURER C : Phoenk Insurance Company 32603 INSURER C : INSURER C : Phoenk Insurance Company 32603 INSURER C : INSURER C : Phoenk Insurance Company 32603 INSURER C : INSURER C : Phoenk Insurance Company 32603 INSURER C : INSURER C : INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSUREN DAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY GONTRACT DE SURER DOUMER POLICY PERIOD INSURER C : INSURANCE AFORDED BY THE POLICY PERIOD CERTIFICATE MUBBER: INSURER C CONDITIONS OF SUCH POLICY INSURANCE AFORDED BY THE POLICY PERIOD DAMED ABOVE FOR THE POLICY PERIOD INSURER C : INSURANCE INSURANCE AFORDED BY THE POLICY PERIOD ON MAY PERIOD INSURANCE AFORDED BY THE POLICY PERIOD INSURANCE INSURED TO ALL THE TERMS, INSURE CONTINUE AND ANY HAVE BEEN REDUCED BY PROVER DAMED. INSURER C : INSURANCE INSURANCE INSURE CONTINUE AND ANY CONTRACT DAMED ABOVE FOR THE POLICY PERIOD INSURANCE INSURE CONTRACT DAMED. INSURER C : INSURANCE INSURANCE INSURE CONTRACT DAMED ABOVE FOR THE POLICY PERIOD INSURANCE INSURE CONTRACT DAMED ABOVE FOR THE POLICY PERIOD INSURANCE INSURE CONTRACT DAMED ABOVE FOR THE POLICY PERIOD INSURANCE INSURE CONTRACT DAMED ABOVE FOR THE POLICY PERIOD INSURANCE INSURE CONTRACT						(A/C, N	o, Ext): 813 32	21-7500	(Â/Ĉ, No)	<u>.</u>	
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TASK ORDER APPROVAL FORM

CONTRACT #:	
TASK ORDER #:	CONTRACT#: C19-2749-PW DRMP, INC.
TASK ORDER AMOUNT: \$37,739.00 Lump Sum	GENERAL ENGINEERING SVS FOR PW EXPIRES: 09/30/2021 W1 2 YR RENEWAL
OFFERED BY CONSULTANT:	· · · ·
DRMP Inc.	
FIRM'S NAME	
John Alaghemand, P.E.	
REPRESENTATIVE'S PRINTED NAME	
John Alaghemand, P.E. State and Strike And	
SIGNATURE	
Office Leader	8/6/2020
TITLE	DATE

RECOMMENDED FOR APPROVAL (Department Director)

SIGNATURE Public Works Director

TITLE

8-6-20

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1

DATE Faye Douglas

Digitally signed by Faye Douglas Date: 2020.08.10 13:26:42 -05'00'

OMB DIRECTOR/DATE 08.10.2020

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

Revised January 21, 2020



PRINCIPALS Wayne D. Chalifoux Donaldson K. Barton, Jr. Glenn J. Lusink Jon S. Meadows Mark D. Prochak Mark E. Puckett Lawrence L. Smith. Jr.



August 4, 2020

Scott Bitterman, P.E. County Engineer Okaloosa County, Florida 1759 S. Ferdon Blvd. Crestview, FL 32536 DRMP Proposal #: 18-0297.004

Subject: DRMP Scope of Services and Fee Proposal Okaloosa County Pedestrian Safety Improvements

Dear Mr. Bitterman:

DRMP, Inc. is pleased to provide a scope and fee proposal to prepare construction plan and bid documents for pedestrian safety improvements at 42 locations throughout Okaloosa County. The proposed improvements would be along recently resurfaced roadways that require modifications to the existing curb ramps or installation of new curb ramps in compliance with ADA requirements. Below map depicts the locations of the curb ramps.



DRMP recommends the following scope of services for the County's consideration.

SCOPE OF SERVICES

I. DATA COLLECTION

DRMP will conduct field review and research of the sites to determine preliminary improvement needs and collect additional information. During the field review, DRMP will take photographs, field notes and measurements including existing grades. The existing drainage system/patterns and utilities will be evaluated and maintained to the extent possible. Required improvements may include additional sidewalks and inlet and driveway modifications.

OFFICES

Boca Raton, Florida Charlotte, North Carolina Chipley, Florida Fort Myers, Florida Jacksonville, Florida Jacksonville, Florida Lakeland, Florida Melbourne, Florida Panama City, Florida Panama City, Florida Raleigh, North Carolina Tallahassee, Florida

> 1.833.811.3767 www.DRMP.com

BDRMP

II. 30% CONCEPT PLANS

Based on Task I, DRMP will prepare a 30% submittal package in half scale (on 11"x17") and in pdf format for the County review that includes the following elements:

- Cover Sheet
- Improvement Sheets at 1"=20' Scale Includes plan view and standard FDOT details
- Preliminary Opinion of Probable Cost

III. 90% SUBMITTAL

Upon receipt of 30% comments from the County, DRMP will prepare a 90% submittal for County Review. This will include the following elements:

- Construction Plans in half scale (on 11"x17")
 - o Cover Sheet
 - General Notes
 - Improvements Sheets at 1"=20' scale (approximately 21 sheets) Includes existing conditions, demolition notes, signing and marking
 - Maintenance of Traffic Sketches and Notes
 - Erosion Control Notes and Details
 - Summary of Quantities
- Opinion of Probable Cost
- Draft Bid Form with Unit Price Pay Items and Draft Summary of Work
- Draft Specifications

IV. FINAL SUBMITTAL

Upon receipt of comments from the County, DRMP will prepare a Final submittal.

This will include the following elements:

- Construction Plans in half scale (on 11"x17") Signed and Sealed (1 copy)
- Opinion of Probable Cost
- Bid Form with Unit Price Pay Items and Summary of Work
- Bid Specifications

V. BID AND POST DESIGN SERVICES

DRMP will provide answers to the reasonable contractor questions during the bid process. Post Design Services includes the review of shop drawings during the construction phase, addressing contractor questions or concerns during construction, and one pre-construction, one substantial completion and one final completion meeting with the County and Contractor.

VI. PROJECT DELIVERABLES

The following deliverables are anticipated:

- 30% submittal package (Plans in 11"x17" and pdf format, Preliminary Opinion of Probably Cost)
- 90% submittal package in half scale (Plans in 11"x17" and pdf format, Opinion of Probable Cost)
- Draft Bid Form and Draft Summary of Work (at 90%)
- Signed and Sealed Final Construction Plans in half scale (11"x17") (1 copy)
- Final Opinion of Probable Cost



- Bid Form with Unit Price Pay Items and Summary of Work
- **Draft Specifications**
- **Bid Specifications**

VII. ADDITIONAL SERVICES (NOT PART OF THIS CONTRACT)

If the County desires to change or expand upon these services, an additional fee will be negotiated. Services authorized in writing by the County other than those specifically listed in the Scope of Services will be considered Additional Services for which the County will compensate DRMP at current hourly rates for the actual personnel involved in the tasks or as pre-negotiated for that task. Any renegotiation required will be accomplished prior to further work on the project.

VIII. **PROJECT SCHEDULE**

The design professional services will be completed by September 30, 2020.

IX. COMPENSATION SUMMARY

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein. Summary of the proposed staff hours is attached to this proposal as well.

TASK	TASK DESCRIPTION	FEE		
	Data Collection	\$	8,709.00	
11	30% Concept Plans	\$	9,259.00	
Ш	90% Submittal	\$	8,459.00	
IV	Final Submittal	\$	4,367.00	
V	Bid and Post Design Services	\$	6,945.00	
	TOTAL LUMP SUM FEE	\$	37,739.00	

Reimbursables such as mileage and reproduction are considered incidental to the project and are included in the lump sum. No large reimbursable such as color boards or lab fees are anticipated as part of this project.

We sincerely appreciate this opportunity to provide professional services for this project. If you have any questions regarding this proposal, please contact our office.

This Scope of Services and Fee Schedule is hereby submitted by:

DRMP, Inc.

John Alaghemand, P.E. DN: C=US, E-jalaghemand@remand@remand@remand@remand@remand@remand.P.E. DN: C=US, E-jalaghemand@remand.P.E. DN: C=US, E-jalaghemand@remand.P.E. DN: C=US, E-jalaghemand@remand.P.E. DN: C=US, E-jalaghemand@remand.P.E. DN: C=US, E-jalaghemand@remand.P.E.	8/4/2020	
John Alaghemand, P.E., Office Leader	Date	

This Scope of Services and Fee Schedule is hereby accepted by:

Okaloosa County, Florida

Mermino for Jason

Jason Autrey, P.E., Public Works Director

Attachment: Staff hour Summary



TASK ORDER APPROVAL FORM

CONTRACT #: <u>C19-2749-PW</u>	CONTRACT#: C19-2749-PW
TASK ORDER #:1	DRMP, INC.
TASK ORDER AMOUNT: \$ <u>161,543.79</u>	EXPIRES: 09/30/2021 W/1 2 YR RENEWAL
OFFERED BY CONSULTANT:	
DRMP, Inc.	
FIRM'S NAME	
John Alaghemand, P.E. REPRESENTATIVE'S PRINTED NAME	
	1
SIGNATURE)
	4/16/2019
Sr. Project 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. MAY D 7 2019
DATE 4/12 6/17	DATE

Revised November 3, 2017

2101 Northside Drive, Suite 101, Panama City, Florida 32405 Phone: 850.640.3904 | Fax: 850.640.3102



12

PRINCIPALS Wayne D, Challfoux Donaldson K. Barton, Jr. Glenn J. Lusink Jon S, Meadows Mark D. Prochak Mark E. Puckett Lawrence L. Smith, Jr.



April 9, 2019

DRMP Job #: 18-0297.001

Mr. Scott Bitterman, P.E. Okaloosa County Public Works 302 N Wilson Street – Suite 302 Crestview, Florida 32536

Subject: County Road (CR) 2 Widening and Resurfacing Project Scope of Services & Fee Summary

Dear Mr. Bitterman:

DRMP is pleased to provide this scope of services and fee proposal for professional engineering design services for widening and resurfacing CR 2 in Okaloosa County. The existing roadway consists of approximately 20' of asphalt with 10' wide lanes and no paved shoulders. There is evidence of major pavement failure throughout the project limits including cracking, spalling, and potholing. The posted speed limit on this corridor is 55 MPH and the existing right-of way varies. Right-of-way width from SR 189 to west of Yellow River Bridge, approximately 4.82 miles, varies from 100' to 150' then increases to 200' for 0.47 miles and reduces to 150' for the next 0.63 miles, and then to 100' to SR 85, approximately 3.66 miles. Right-of-way acquisition is not anticipated for this project.

There are two bridges within the project limits: Big Horse Creek Bridge (Bridge No. 570085) and Yellow River Bridge (Bridge No. 570040). The Yellow River Bridge was built in 1949, does not meet the latest design standards and is currently posted for 31 Tons. The Big Horse Creek Bridge was built in 1982 and is in fair condition. There is a total clear width of 40' which is sufficient for FDOT Standard 12' lanes and 8' shoulders. This bridge will need to be upgraded to the latest three-beam guardrail transitions.

Based on our February 27, 2019 field review, discussion with the County staff, and understanding that the County intents to widen the existing 20' asphalt to 24' and resurface CR 2 from SR 189 to SR 85, DRMP recommends the following scope services for the County's consideration:

Preliminary Survey and Design – CR 2 from SR 189 to SR 85

Scope of services for preliminary survey and design shall include preliminary survey, developing concept plans (15% design), and preparing preliminary cost estimate for widening and resurfacing CR 2 from SR 189 to SR 85, approximately 9.44 miles. Concept plans and preliminary cost estimate will assist the County to break CR 2 widening and resurfacing from SR 189 to SR 85 into multiple segments and develop implementation priority plan for the entire corridor.

Atlanta, Georgia Boca Raton, Florida Cary, North Carolina Charlotte, North Carolina Chipley, Florida Fort Myers, Florida Gainesville, Florida Jacksonville, Florida Lakeland, Florida Melbourne, Florida Mooresville, North Carolina Orlando, Florida Panama County, Florida Pensacola, Florida Tallahassee, Florida Tampa, Florida

OFFICES

1.800.375.3767 www.DRMP.com

1. PRILIMINARY SURVEY AND MAPPING SERVICES

DRMP will provide a roadway survey and (25% design survey) to facilitate preparation concept plans for widening and resurfacing of CR 2 from SR 189 to SR 85, approximately 9.44 miles.

B DRMP

2. PRELIMINARY ENGINEERING

DRMP will use survey and prepare 15% roadway design and produce concept plans, typical sections, and a preliminary cost estimate for widening existing 20' pavement to 24' and resurfacing the roadway from SR 185 to SR 85. DRMP will prepare a preliminary estimate of probable construction cost to aid in determining project phasing. As a part of this task 2 or 3 asphalt cores will be obtained to determine the existing pavement thickness.

Evaluation of Big Horse Creek and Yellow River Bridges

Scope of services shall include evaluation of the existing condition of the Big Horse Creek Bridge (No. 570085) and the Yellow River Bridge (No. 570040). This evaluation will be based on a review of the bridge inspection reports, the Phase 1 Scour Report, the existing bridge plans and a field review. The existing load ratings will be updated using to the latest methodology. The deliverable will be an Existing Condition Report detailing the findings along with a listing of recommended safety, structural and maintenance repair recommendations along with associated construction costs. In a collaborative effort with the County, a determination will be made to either advance or reject the recommendations. Construction plans for any proposed improvements will be scoped and a design fee established in a future phase.

Geotechnical Services

Scope of services for geotechnical services shall include pavement evaluation, drilling/field services and lab testing for development of concept plans. The following proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- A site visit and general pavement evaluation by our engineering staff.
- Locate the borings at the site.
- Clear registered utilities at the site with the Sunshine Network. Non-registered or private utilities are the responsibility of the client to clear.
- Obtain a permit from Okaloosa County for work in the roadway Right-of-Way.
- Mobilize a truck-mounted drill rig and drill team to the site.
- Drill up to 18 Standard Penetration Test (SPT) borings to a depth of 15 feet in the cross-drain areas or stormwater pipe extension areas.
- Drill 76 SPT borings to a depth of 6 feet in the areas to be widened along the existing road at roughly 500 foot spacing (spacing includes the pavement core and saw cut locations noted below). Boring locations are planned to be placed on both sides of the roadway or all on one side, depending upon the proposed widening plan Core the existing pavement and drill a 6-foot deep hand auger and probe boring at 20 locations. Pavement and base thickness will be evaluated at these locations. Cores will be patched with concrete or asphalt "cold patch" upon completion.
- Saw cut the pavement in 4 areas to take bulk samples of the base and subgrade

for LBR testing. Drill a 6-foot deep hand auger and probe boring at each saw cut site to determine base thickness and subgrade conditions, and soil density of base and subgrade will be evaluated with a nuclear density gauge. These areas will be patched with concrete upon completion.

- Provide MOT and two flagmen to close one lane during pavement coring and saw cutting operations for up to four days.
- Perform a visual classification of the soil samples obtained during our exploration.
- Run laboratory testing on selected samples which includes basic properties testing on the split spoon samples such as moisture content, wash #200 sieve, sieve analysis, organic content and Atterberg Limits to evaluate and document basic properties.
- Run 4 Limerock Bearing Ration (LBR) tests on the bulk samples of the existing base and the subgrade and up to 8 corrosion series (pH, chlorides, sulfates, and resistivity) on samples from the cross-drain areas.
- Analyze the field and laboratory data to provide geotechnical recommendations for the project.

A professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a report that will address the following:

- Existing site characteristics in the proposed widening areas.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Photographs of the pavement cores and roadway at the core locations.
- Roadway conditions including a general description of the existing pavement condition based on visual observations.
- Depth to groundwater or perched groundwater at the time of drilling if encountered in the proposed boring depths.
- A discussion of laboratory test results.
- · Recommendations for milling and resurfacing of the existing roadway.
- Recommendations for pavement widening including site preparation techniques and construction considerations including subgrade preparation, fill placement and compaction, removal of unsuitable materials if applicable, stabilization and drainage/dewatering if needed.
- Recommendations on base materials and compaction requirements.
- Bedding recommendations for the pipe extensions or cross drain replacement.

Deliverables

DRMP will provide all submittals in 11"x17" format. All submittals will include an identical copy for the County. Upon completion of the concept plans a PDF of any calculations, reports and design plans will be provided as well as the digital files for all design aspects. The following deliverables are anticipated:

- Concept Plans
- Digital Design Files (AutoCAD)
- Engineers Opinion of Probable Cost
- Meeting Minutes Correspondence
- Permit Exemption Acknowledgement
- Summary Report and Implementation Plan

Additional Services (Not part of this contract)

If the County desires to change or expand upon these services, an additional fee shall be negotiated. Services authorized in writing by the County other than those specifically listed in the Scope of Services shall be considered Additional Services for which the County shall compensate DRMP at current hourly rates for the actual personnel involved in the tasks or as pre-negotiated for that task. Any renegotiation required shall be accomplished prior to further work on the project.

- Permit Fees if required.
- Public Meeting Support.
- Subsurface Utility Excavation (SUE).
- Additional meetings other than those specifically addressed herein.
- Any survey beyond the scope provided attached by DRMP or its Subconsultants.
- Revising drawings, specifications, or other documents when such revisions are inconsistent with written approval or instructions previously given or are due to causes beyond the control of DRMP.
- Providing professional services made necessary by the default of a contractor or by major defects in the work of a contractor in the performance of the construction contract.
- Any redesign due to changes required in the event additional laws, regulations, or policies are promulgated by governmental agencies subsequent to the date of this Agreement.
- In the event changes are requested by the County once a phase of design is complete, all work connected therewith shall be treated as additional services and paid for accordingly.
- Any wetland or surface water related issues, including but not limited to work related to stream buffer variances, wetland impacts and wetland mitigation issues. Any and all environmental and ecological services required for plans production or permitting shall be negotiated as an additional service.

I. Project Schedule

A projected schedule is attached to this proposal for the County's consideration.

II. Reimbursable Expenses

The tasks discussed herein are lump sum and include travel, mileage and incidental nonlabor costs associated directly with this project.



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III. Compensation Summary

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein.

	TASK DESCRIPTION	FEE
TASK 1		
1	Preliminary Survey and Design (Lump Sum)	\$ 104,820.00
2	Bridge Evaluation (Lump Sum)	\$ 35,050.00
3	Geotechnical Services (Lump Sum)	\$ 21,673.79
	TOTAL FEE:	\$ 161,543.79

We sincerely appreciate this opportunity to provide professional services for this project. If you have any questions regarding this proposal, please contact our office. This Scope of Services and Fee Schedule is hereby submitted by:

DRMP, Inc.

John Alaghemand, I	EDigitally signed by John Alaghemand, PE EDigitally signed by John Alaghemand @atmp.com, O="DRMP, Inc.", E=Digitally signed and, PE" E=Ch=John Alaghemand, PE E=Ch=John Alaghemand, PE	4/16/2019	
John Alaghemand, P.E., S	Sr. Project Manager	Date	

This Scope of Services and Fee Schedule is hereby accepted by:

Okaloosa County, Florida Jason Autrey, P.E., Public Works Director

Encl: Staff hour Summary, Projected Schedule

CC: Ben Faust, P.E. and Chad Friday, P.E.

	ACORD.	Client CERT				ILIT	Y INSI		· · ·		M/DD/YYYY) 2018
C B R	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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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). Professional Liability coverage is written on a claims-made basis. RE: RFQ#PW 40-15, Contract C16-2344-PW Okaloosa County Board of County Commissioners is named as an additional insured as respects the general liability and automobile liability as required by written contract. Thirty (30) days prior written notice of cancellation or material change except 10 days for non payment of premium will be given on all policies (See Attached Descriptions)											
	TIFICATE HOLDER					CANC	ELLATION		<u> </u>		· · · · · · · · · · · · · · · · · · ·
Okaloosa County Board of County Commissioners 602-C North Pearl Street Crostview, EL 32536 Authorized Representative				REOF, NOTICE WILL B	NCELLI E DELI	ed Before Vered in					
	Crestview, FL 32536										
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	View assistance for SAM.gov
ALERT - There may be a delay in data updates betwee SBA Supplemental page, please contact the Federal S	A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Login.gov FAQs een the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the Service Desk.
ALERT - June 11, 2018: Entities registering in SAM a changes to the notarized letter review process and of	must submit a <u>notarized letter</u> appointing their authorized Entity Administrator. Read our <u>updated FAOs</u> to learn more about Iher system improvements.
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Expiration Date: 06/14/2019 Purpose of Registration: All Awards	Debt Subject to Offset? No
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11/9/2018



Board of County Commissioners Purchasing Department

State of Florida

Date: August 17, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD RFQ PW 51-18 General Engineering Services for Okaloosa County Public Works

The Public Works Department would like to thank all businesses which submitted proposals to the General Engineering Services for Okaloosa County Public Works. (RFQ PW 51-18)

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

American Consulting Engineers, Inc. AVCON, Inc. Baskerville-Donovan, Inc. DRMP, Inc. HDR Engineering, Inc. Mott MacDonald Florida, LLC

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

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

	VIICLI
Procurement/Contract/Lease Number: 51-18	Tracking Number: 3135-18
Procurement/Contractor/Lessee Name:	Grant Funded: YES VNO
Purpose: <u>Engineering</u> Combract Date/Term: <u>34PS w 2142 reterm</u> 1.J	1/
Date/Term: $\underline{D(I)}$ \underline{U} \underline	GREATER THAN \$100,000
Amount 50 - Bur 73 2.1	GREATER THAN \$50,000
Department: PU 3.	\$50,000 OR LESS
Dept. Monitor Name: <u>QLD</u>	
Purchasing Review	
Procurement or Contract/Lease requirements are met:	0-24-18 Date:
Purchasing Manager or designee Jeff Hyde, DeRita Masor	Durc.
FEMA mchudes addie 2CFR Compliance Review (if require Approved as written:	ed)
Grants Coordinator Danielle Garcia	Date: <u>9.24.18</u>
Risk Management Review	4
Approved as written: SU MAN	Harh & Date: 10-1-18
Risk Manager or designee Laura Porter or Krystal King	
County Attorney Review	1 la M
Approved as written: SU MW M	Date: 10-1-15
County Attorney Gregory T. Stewart, Lynn Host	ihara, Kerry Parsons or Designee
Following Okaloosa County appro	val:
Clerk Finance Document has been received:	
	Date:
Finance Manager or designee	

DeRita Mason

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Monday, October 01, 2018 4:07 PM
То:	DeRita Mason
Cc:	Lynn Hoshihara; Thomas Martin
Subject:	RE: drmp draft contract 51-18

This is also approved for risk purposes.

From: Parsons, Kerry Sent: Monday, October 01, 2018 5:06 PM To: 'DeRita Mason' Cc: Lynn Hoshihara Subject: RE: drmp draft contract 51-18

The DRMP Contract referenced above is approved for legal purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com] Sent: Monday, September 24, 2018 10:47 AM To: Parsons, Kerry Cc: Lynn Hoshihara Subject: drmp draft contract 51-18

Kerry,

Here is the 4TH one for those engineering contracts. You have already approved the one with Mott Macdonald. Risk has already approved the Mot Macdonald as well. Can I just use that risk approval for all of these?



DeRita Mason

ons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
nday, October 01, 2018 4:06 PM
ita Mason
n Hoshihara
drmp draft contract 51-18
r

The DRMP Contract referenced above is approved for legal purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com] Sent: Monday, September 24, 2018 10:47 AM To: Parsons, Kerry Cc: Lynn Hoshihara Subject: drmp draft contract 51-18

Kerry,

Here is the 4TH one for those engineering contracts. You have already approved the one with Mott Macdonald. Risk has already approved the Mot Macdonald as well. Can I just use that risk approval for all of these?

1



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

CONTRACT FOR GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS

(Master Services Agreement) Between The Board of County Commissioners of Okaloosa County And DRMP, Inc.

This Agreement made on <u>November 6</u>, 2018 between <u>Board of County Commissioners of Okaloosa</u> <u>County</u> [COUNTY], whose address is <u>1250 N. Eglin Pkwy, Shalimar, Florida 32579</u>, and <u>DRMP, Inc.</u> [CONTRACTOR], a Florida Profit Company<u>authorized to conduct business in the State of Florida</u>, having its principal office located 2101 Northside Dr., Suite 101, Panama City, FL 32405.

RECITALS

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

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

WHEREAS, the CONTRACTOR has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONTRACTOR submitted to the COUNTY dated July 18, 2018 in response to RFQ #PW 51-18; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "C "attached hereto.

NOW, THEREFORE, in consideration of the mutual promises herein, the COUNTY and the CONTRACTOR 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. Contractor's proposal submittal to RFQ #PW 51-18 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

Basic Services. Services to be provided from Contractor, include but are not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and asbuilts; design-build services; road construction; road reconstruction; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations and reports; solid waste management; water and wastewater; parks and recreation; facilities management; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grant administration; geotechnical studies; architecture and/or structural engineering for new or modified structures; site engineering; and any other type of project which may be under the purview of the Public Works Department or any other County department. Services of the contractor shall be under the general direction of the County Department Director initiating

CONTRACT#: C19-2749-PW DRMP,INC. GENERAL ENGINEERING SERVICES FOR PW EXPIRES: 09/30/2021 W/ONE 2 YR RENEWAL the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

1.2. The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT.

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

1.3. Term of AGREEMENT. This AGREEMENT will become effective from October 1, 2018, or upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2021. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for one (1) two (2) year period. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid for the individual task orders. Regarding the previous TASK ORDER AGREEMENT FOR CONTRACTOR SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

SECTION 2. ADDITIONAL SERVICES

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

SECTION 3. OBLIGATIONS OF THE COUNTY

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

SECTION 4. General CONTRACTOR Obligations.

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

SECTION 5. Contractor Indemnification and Claims.

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

SECTION 6. TIME SCHEDULE

6.1. Authorization. Unless otherwise directed by the COUNTY, in writing, the CONTRACTOR shall commence the performance of the Basic Services upon execution of the AGREEMENT by both parties which shall constitute Authorization to Proceed.

6.2. Additional Services. Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to the AGREEMENT by both parties and shall be completed in accordance with a schedule set forth in the authorization.

SECTION 7. AMOUNT AND METHOD OF PAYMENT

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

SECTION 8. CHANGES

- **8.1.** Written Authorization. The COUNTY may, at any time, by written fully executed amendment to the AGREEMENT, make changes in the services or work to be performed within the general scope of this AGREEMENT, including alterations, reductions, therein or additions thereto.
- 8.2. Equitable Adjustment. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall (1) if requested by the COUNTY, provide an estimate

for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in a fully executed written amendment.

SECTION 9. DISPUTES

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

SECTION 10.DELAY OR SUSPENSION OF WORK

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

SECTION 11. TERMINATION OF AGREEMENT

- **11.1.** Written Notice. This AGREEMENT may be terminated by the COUNTY, without cause for convenience, with thirty (30) calendar days' written notice. Furthermore, this AGREEMENT may be terminated with written notice for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter.
- **11.2.** Adjustment for Services Performed. In the event that this AGREEMENT is terminated by either party, the CONTRACTOR shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT or subsequent Amendments, unless otherwise agreed.
- **11.3.** Termination for non-adherence to Public Records. This AGREEMENT may be unilaterally canceled by the COUNTY for unlawful refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with this AGREEMENT and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Art. 1, Florida Constitution.

SECTION 12.INSURANCE

12.1. CONTRACTOR's Coverage. Prior to commencing work, the CONTRACTOR 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 the COUNTY in a form acceptable to the COUNTY. 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.

- **12.2.** Additional Insured. The CONTRACTOR's policies or certificates for general and motor vehicle liability insurance shall name the COUNTY as an Additional Insured.
- **12.3.** Certificate of Insurance. All policies or certificates therefore, shall provide that thirty (30) days prior to cancellation or material change in the policies, notice of same shall be given to the COUNTY by certified mail, return receipt requested, for all policies so affected.
- 12.4. Minimum Coverage. The minimum required coverage is the following:
- **12.4.1.** 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.
- **12.4.2.** 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 CONTRACTOR with respect to all work performed by the CONTRACTOR under this AGREEMENT.

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

12.4.3. 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

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

SECTION 13.GENERAL PROVISIONS

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

13.3.1. Representatives.

13.3.1.1. The authorized representatives of the COUNTY shall be:

Name:	Jason Autrey	
Title:	Director	
Company:	Okaloosa County Public Works	
	Department	
Address:	1759 S. Ferdon Boulevard	
	Crestview, FL 32536	
Telephone:	850.689.5772	
Fax:	850.689-5715	
E-Mail:	jautrey@myokaloosa.com	

13.3.1.2. The authorized representative for CONTRACTOR shall be:

Name:	Ben C. Faust, PE
Title:	Vice President
Company:	DRMP, Inc.
Address:	2101 Northside Dr., Suite 101
	Panama City, FL 32405
Telephone:	850-640-3904
Fax:	850-640-3102
Email:	bfaust@drmp.com

13.3.1.3 Courtesy copy to:

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

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

- **13.4.** Entire AGREEMENT. This AGREEMENT, including any Amendments, schedules, attachments and referenced documents, is the entire agreement between the COUNTY and the CONTRACTOR. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and fully executed by the COUNTY and CONTRACTOR. Attachments included and incorporated herein by reference are:
- **13.4.1.** Exhibit A Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services to OCPW.
- **13.4.2.** Exhibit B CONTRACTORS proposal submittal to the COUNTY for RFQ #PW 51-18, 2018.
- 13.4.3. Exhibit C- Federal Standard Contract Clauses.
- **13.5.** Governing Law & Venue This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.
- **13.6.** Compliance with the Law. CONTRACTOR shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this AGREEMENT. CONTRACTOR acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.
- **13.7.** Waivers and Severability. Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain

in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

13.8. Covenants.

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

- **13.8.2.** CONTRACTOR warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- **13.9.** Lower-Tier Subcontracts. CONTRACTOR warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONTRACTOR warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower- tier subcontractor. The CONTRACTOR shall be solely responsible for the satisfactory performance of services subcontracted by the CONTRACTOR.
- **13.10.** Unauthorized Employment. The employment of unauthorized aliens by CONTRACTOR and any subcontractors subcontracted by the CONTRACTOR is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13.11. Confidentiality and Public Records.

- **13.11.1.**CONTRACTOR warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONTRACTOR by the COUNTY, or reviewed or generated by CONTRACTOR, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONTRACTOR.
- 13.11.2. Notwithstanding the foregoing, CONTRACTOR shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation, including but not limited to, Florida Statutes Chapter 119; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) the COUNTY consents in writing (4) the information is/or becomes part of the public domain through no fault or negligence of CONTRACTOR; or (5) CONTRACTOR lawfully possessed the information prior to receipt from the COUNTY, provided however, in the event the CONTRACTOR shall be so required to disclose any such information pursuant to (1) or (2) above, CONTRACTOR shall prior to disclosure, give notice to the COUNTY, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.
- THE CONTRACTOR HAS **QUESTIONS 13.11.3.**Public Records. IF **REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA** STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE RECORDS RELATING TO THIS AGREEMENT, PUBLIC CONTACT THE CUSTODIAN OF PUBLIC **RECORDS** AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT

5479 OLD BETHEL ROAD CRESTVIEW, FL 32536. PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us. CONTRACTOR must comply with the public records laws, Florida Statute Chapter 119, specifically CONTRACTOR must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- **13.12.** Conflict of Interest. CONTRACTOR warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONTRACTOR's impartial performance of its services.
- **13.13.** Third Party Beneficiaries. It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- **13.14.** Order of Precedence. In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- **13.15. Publicity.** CONTRACTOR shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.
- **13.16.** Taxes. CONTRACTOR agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or

federal law, as it pertains to this AGREEMENT. CONTRACTOR further agrees that it shall protect, reimburse, and indemnify the COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.

13.17. CONTRACTOR's Personnel at Construction Site.

- **13.17.1.** The presence or duties of CONTRACTOR's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONTRACTOR or CONTRACTOR's personnel in any way responsible for those duties that belong to the 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.
- **13.17.2.** CONTRACTOR and CONTRACTOR'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 CONTRACTOR's own personnel.
- **13.17.3.** The presence of CONTRACTOR's personnel at a construction site is for the purpose of providing to the COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONTRACTOR neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

SECTION 14.SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

- **14.1.** This AGREEMENT is subject to the following special provisions:
- 14.1.1. Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, CONTRACTOR 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, CONTRACTOR makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from CONTRACTOR's opinions, analyses, projections, or estimates. The COUNTY will employ an independent cost estimator, contractor, or other appropriate advisor if the COUNTY requires greater assurance as to any element of cost, feasibility, or schedule.

- **14.1.2.** Advertisements, Permits, and Access. Unless otherwise agreed to in the executed Task Orders, the COUNTY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONTRACTOR's services or project construction.
- **14.1.3. CONTRACTOR's Deliverables.** CONTRACTOR's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONTRACTOR are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- **14.1.4.** Legal Assistance. The Scope of Services in this AGREEMENT does not include costs of CONTRACTOR for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONTRACTOR by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.
- **14.1.5.** Audit and Record Keeping. The COUNTY and/or its designee shall have the right from time to time at is sole expense to audit the compliance by the CONTRACTOR with the terms, conditions, obligations, limitations, restrictions and requirements of this AGREEMENT and such right shall extend for a period of five (5) years after termination of this AGREEMENT. The CONTRACTOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

14.1.6. Additional Federal Clauses.

<u>DHS Seal, Logo, and Flags.</u> The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

<u>Compliance with Federal Law, Regulations, and Executive Orders:</u> This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION 15.AUTHORIZATION FOR EXECUTION

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

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

DRMP, INC.

VEFFREI R. LANCE, V.P.

Printed Name/Title

 $\frac{10/4/18}{\text{Date:}}$

OKALOOSA COUNTY, FLORIDA

J.D. Peacock II, Clerk

EXHIBIT "A"



DRMP rates are for a 5-year period

Headquarters 941 Lake Baldwin Lane Orlando, FL 32814 Phone: 407.896.0594 Fax: 407.896.4836

Administrative/Office Support \$55.00 Administrative Support I \$60.00 Reproduction Support Engineering \$65.00 **Engineering Technician** \$85.00 Engineer in Training \$110.00 Design Engineer (P.E.) \$125.00 Sr. Design Engineer (P.E.) \$140.00 Project Engineer (P.E.) Sr. Project Engineer (P.E.) \$160.00 \$190.00 Chief Engineer (P.E.) \$180.00 Project Manager (P.E.) \$198.00 Sr. Project Manager (P.E.) CEI \$45.00 Inspector I \$65.00 Inspector II \$75.00 Inspector III \$80.00 Senior Inspector I \$85.00 Senior Inspector II \$98.00 Senior Inspector III **Contract Support Specialist** \$105.00 \$135.00 **Project Administrator** \$155.00 Inspection Manager \$175.00 **Resident Engineer** Environmental \$70.00 Environmental Scientist I \$90.00 Environmental Scientist II \$110.00 **Environmental Scientist III** \$160.00 Senior Ecologist GIS \$55.00 **GIS** Technician \$70.00 GIS Analyst I \$85.00 GIS Analyst II \$120.00 GIS Analyst III Geomatics / Survey & Mapping \$130.00 2-Person Survey Crew \$150.00 3-Person Survey Crew \$195.00 4-Person Survey Crew \$230.00 5-Person Survey Crew \$150.00 2-Person Robotic/GPS Crew

Surveyor CADD / Technician II	\$65.00
Surveyor CADD / Technician I	\$75.00
Surveyor in Training / Technician III	\$85.00
Surveyor in Training / Technician IV	\$95.00
Surveyor in Training / Technician V	\$100.00
Professional Surveyor & Mapper I	\$105.00
Professional Surveyor & Mapper II	\$115.00
Professional Surveyor & Mapper III	\$135.00
Professional Surveyor & Mapper IV	\$155.00

Unmanned Autonomous System (UAS)	
Unmanned Autonomous System (UAS) Operator	\$125.00
Unmanned Autonomous System (UAS) Technician	\$85.00
Unmanned Autonomous System (UAS) Fixed Wing	\$50.00
Static Terrestrial Lidar	
2 Person Crew	\$150.00
3 Person Crew	\$170.00
4 Person Crew	\$215.00
5 Person Crew	\$250.00
Ground Penetrating Radar (GPR) Services	
GPR Technician Crew	\$95.00
2-Person GPR/Concrete Imaging Crew	\$160.00
Subsurface Utility Engineering (SUE)	
1-Person Utility Designate/Locate Crew	\$100.00
2-Person Utility Designate/Locate Crew	\$140.00
3-Person Vacuum Excavation S.U.E. Crew	\$205.00
4-Person Vacuum Excavation S.U.E. Crew	\$240.00
S.U.E. Project Manager	\$135.00
Utility Locate Technician	\$80.00
Senior SUE Tech	\$100.00
Planning	
Planner I	\$75.00
Planner II	\$85.00
Planner III	\$100.00
Planner IV	\$115.00
Senior Planner I	\$125.00
Senior Planner II	\$140.00
Chief Planner	\$125.00
Landscape Architecture	
Landscape Architect I	\$70.00
Landscape Architect II	\$85.00
Landscape Architect III	\$110.00
Landscape Architect IV	\$125.00

CONSULTING, ENGINEERING, TESTING, ENVIRONMENTAL AND FACILITIES STANDARD SCHEDULE OF FEES 2018 - 2023 NOVA ENGINEERING AND ENVIRONMENTAL LLC

PROFESSIONAL SERVICES

For engineering, environmental, and facilities professional services including site visits, engineering analysis, project management, project meetings, report preparation, consultations etc.

Technical Specialist	per hour	\$ 60.00
Geotechnical Technician	per hour	\$ 78.00
ICC Special Inspector/TI Delegate	per hour	\$ 78.00
Engineering/Geologic/ScientificAide/ASNT I or II NDT Technicians	per hour	\$ 80.00
StaffEngineer/Geologist/Scientist	per hour	\$ 90.00
CWI/Facilities/Roofing/Building Envelope Consultant	per hour	\$ 90.00
GPR Technician (with field equipment & 4 hour minimum)	per hour	\$ 175.00
ProjectEngineer/Geologist/Scientist	per hour	\$ 110.00
Senior Engineer/Geologist/Scientist/ASNT III Technicians/SCWI	per hour	\$ 145.00
ChiefEngineer/Geologist/Scientist/Threshold SI P.E.	per hour	\$ 185.00
Principal Materials Consultant/Principal Project Manager	per hour	\$ 195.00
Clerical / Drafting Support	per hour	\$ 60.00
Vehicle Trip Charge	per mile	Government Rate

Notes:

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 5%.
- Personnel time expended will be invoiced in ½ hour increments.

www.usanova.com



NOVA SCHEDULE OF FEES (CONTINUED)

DRILLING SERVICES

Drilling services costs for mobilization and fieldwork

Mobilization	lump sum	\$ 550.00
All-Terrain Vehicle Charge, additional to mobilization	lump sum	\$ 275.00
Soil Test borings (n<50 feet)	per foot	\$ 12.75
Soil Test borings (n>50 feet)	per foot	\$ 14.95
Auger boring	per foot	\$ 9.50
Borings deeper than 50 feet will have a \$2.50 per foot surcharge		
Rock Coring set-up	per set-up	\$ 300.00
Rock Coring (NQ2-size core) less than 50 foot depth	per foot	\$ 70.00
Casing (where required) less than 50 feet	per foot	\$ 9.50
Water Truck Rental	per day	\$ 350.00
Undisturbed Sampling	each	\$ 195.00
Extra Split-spoon samples	each	\$ 55.00
Difficult Moving or Standby	per hour	\$ 220.00
Clearing: light clearing performed by drill crew	, per hour	\$ 220.00
Temporary Observation Well (2-inch PVC)	per foot	\$ 22.00
Type I Monitoring Well (2-inch PVC)	per foot	\$ 48.00
Well Pad, with Manhole	each	\$ 300.00
Steam Cleaner Rental	per day	\$ 250.00
Hole Covers	each	\$ 75.00
Maintenance of Traffic Equipment/Signage	per day	\$ 750.00
Maintenance of Traffic Certified Personnel	per hour	\$ 95.00
Asphalt/Concrete Coring Equipment	per day	\$ 500.00
Asphalt Cold Patch Per Core Hole	each	\$ 40.00

Notes:

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 5%.
- Type II and Type III monitoring wells quoted per project



NOVA SCHEDULE OF FEES (CONTINUED)

LABORATORY SERVICES (CONSTRUCTION MATERIALS)

Atterberg Limits Testing	per test	\$ 78,00
Natural Moisture Content Testing	per test	\$ 18.00
Standard Proctor Testing	per test	\$ 135.00
Modified Proctor Testing	per test	\$ 155.00
Limerock/California Bearing Ratio Test (LBR/CBR)	per test	\$ 425.00
LBR/CBR	additional points	\$ 85.00
Particle/Grain Size Analysis	per test	\$ 120.00
Percent Fine than No. 200 sieve	per test	\$ 75.00
Dry/Wet Preparation of Soils/Aggregates	per sample	\$ 40.00
Organic Impurities Testing	per test	\$ 60.00
Organic Content by Ignition Testing	pertest	\$ 85.00
Specific Gravity Testing Soils/Aggregates	per test	\$ 98.00
Reduction of Aggregate Field Samples	per sample	\$ 55.00
Unit Weight & Voids of Aggregates	per test	\$ 75.00
Los Angeles Abrasion Testing of Aggregates	per test	\$ 245.00
Carbonates & Organic Contents of Limerock/Aggregates	per test	\$ 245.00
Consolidation Testing	per test	\$ 590.00
Constant/Falling Head Permeability Testing (inc. UW, W200)	per test	\$ 275.00
Triaxial Shear Testing (3 point CU)	per test	\$ 990.00
pH Determination of Soils or Water	per test	\$ 55.00
Chloride and Sulfate Ion in Soils or Water	per test	\$ 98.00
Electrical Resistivity of Soils or Water	per test	\$ 98.00
FDOT/GDOT Complete Corrosion Series Testing	per sample	\$ 275.00
Compressive Strength Testing Cylinders, Prisms, Cubes	per test	\$ 18.00
Flexural Strength Testing of Beams – 3 rd Point Loading	per test	\$ 85.00
F'c Sample Prep and Bonded Capping	per specimen	\$ 8.00
Coring/Saw Cutting to obtain Cores/Beams - minimum	per event	\$ 475.00
Asphalt Maximum Specific Gravity (Rice) Testing	per test	\$ 175.00
Asphalt Bulk Specific Gravity of Compacted Pills/Cores	per specimen	\$ 45.00
Asphalt Bitumen Content by Ignition or Solvent Method	per test	\$ 95.00
Asphalt Extracted Aggregates Sieve Analysis	per test	\$ 95.00
Asphalt Marshall Pill Prep - Stability & Flow Testing	per test	\$ 195.00



NOVA SCHEDULE OF FEES (CONTINUED)

LABORATORY SERVICES (ENVIRONMENTAL)

For laboratory testing of selected soil, water or waste samples.

TCL – Volatile Organics (8260B)	pe r test	\$ 135.00
TCL – Semi-Volatile Organics (8270C)	per test	\$ 275.00
TCL – Chlorinated Pesticides (8081A)	per test	\$ 175.00
TCL – Chlorinated Herbicides (8151A)	per test	\$ 220.00
TPH – Diesel Range Organics (8015B)	per test	\$ 95.00
TPH – Gasoline Range Organics (8015B)	per test	\$ 95.00
BTEX (8260B)	per test	\$ 75.00
Polynuclear Aromatic Hydrocarbons (8270C) by GC	per test	\$ 130.00
8 RCRA Metals (6010B)	per test	\$ 150.00
13 Priority Pollutant Metals (6010B)	per test	\$ 170.00
PCBs (8082)	per test	\$ 95.00
TCLP Volatiles	per test	\$ 140.00
TCLP Semi-Volatiles	per test	\$ 225.00
TCLP RCRA Metals	per test	\$ 95.00
TCLP Mercury	per test	\$ 45.00

Notes:

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 5%.
- Standard 5 day laboratory turn-around
- Rush 2 day laboratory turn-around: 2 times the regular rate will be applied, except TCLP
- TCLP rush surcharge quoted per project



NOVA SCHEDULE OF FEES (CONCLUDED)

MISCELLANEOUS EOUIPMENT

Air Pump-Personal Monitoring Pump	per day	\$ 45.00
Air Pump-Sensidyne/Gastec Sampler	per day	\$ 70.00
Air Pump-Ambient Air Sampler Grasby Hi-Vol	per day	\$ 45.00
Disposable Bailers	each	\$ 20.00
Explosimeter	per day	\$ 95,00
Flame/Photo Ionization Detector (FID/PID)	per day	\$ 98.00
Multimeter (Horiba or YSI) pH, DO, ORP, TURB, T	per day	\$ 225.00
Micro Purge Pump (Low Flow)	per day	\$ 170.00
Multigas Meter (CO, O2, LEL, H2S)	per day	\$ 80,00
Oil / Water Interface Probe	per day	\$ 85.00
Peristaltic Pump	per day	\$ 70.00
Water Level Probe Electronic	per day	\$ 55.00
Respirator Cartridges	each	\$ 35.00
Air Compressor (1-5 HP)	per day	\$ 75.00
Manometer	per day	\$ 80.00
Generator	per day	\$ 90.00
Decon Kit/Sample Kit	each	\$ 55.00
Structure Scan Mini GPR	per day	\$ 500.00
Moisture Meter	per day	\$ 55.00
IAQ Meter (CO, CO2, RH, T)	per day	\$ 175.00
Infrared Camera	per day	\$ 450.00

Notes:

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 5%.
- Rates Effective through December 31, 2023

140-A Lurton Street Pensacola, Florida 32505 850,607.7782 17612 Ashley Drive Panama City Beach, Florida 32413 850.249.6682 850.249.6683 (Fax)

1630-C Old Bainbridge Road <u>Tallahassee</u>, Florida 32303 850.421.6682



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Cost Breakdown



Drilling/Field Services		Unit F	[;] ee
Mobilization	0-25 Mi	\$395	Ea
	26-75 Mì	\$475	Ea
	76-125 Mi	\$525	Ea
Standard Penetration Test Borings	0-40 Ft	\$14	Ft
	41-80 Ft	\$16	Ft
	81-120 Ft	\$20	Ft
Tripod Borings	0-30 Ft	\$20	Ft
	31-60 Ft	\$22	Ft
Auger/Probe Borings		\$13	Ft
2-Man Drill Crew Mileage		\$1	Mi
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)			Hr
Obtain Undisturbed/Shelby Tube Sample			Ea
Engineering Technician (Locate Borings & Clear Utilities)			Hr
Engineering Technician Mileage		\$0.6	Mi

Laboratory Testing Services

Water Content	\$16 Ea
Sieve Analysis	\$80 Ea
Wash #200 Sieve	\$37 Ea
Atterberg Limits (Inc. Moisture Content)	\$105 Ea
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)	\$160 Ea
Organic Content	\$55 Ea
Basic Properties Testing Allowance	Lump Sum

Engineering Services

Senior Principal Geotechnical Engineer	\$160 Hr
Principal Geotechnical Engineer	\$140 Hr
Senior Geotechncial Engineer	\$125 Hr
Project Engineer	\$115 Hr
Project Manager	\$105 Hr
CAD Technician	\$60 Hr

Field Testing Services		Unit Fee	
Engineering Technician for Casting Test Specimens (Concrete, Grout, & Mortar)	\$55	Hr	
Engineering Technician for Nuclear Gauge Density Testing	\$55	Hr	
Asphalt Temperature Testing	\$55	Hr	
Asphalt Core Density and Thickness Testing	\$30	Ea	
Mobilization of Coring Equipment	\$125	Day	
Asphalt Coring	\$135	Hr	
Senior Engineering Technician	\$75	Hr	

Laboratory Testing Services		Unit Fee	
Modified Proctor Test (ASTM D1557)	\$115	Ea	
Sieve Analysis (ASTM C136)	\$80	Ea	
Breaking & Reporting 4x8 Concrete Cylinders (Set of 4)	\$80	Ea	
Breaking & Reporting Blockfill Grout Prisms (Set of 4)	\$80	Ea	
Breaking & Reporting 2x2-inch Mortar Cubes (Set of 3)	\$60	Ea	
Limerock Bearing Ratio (LBR) Test	\$415	Ea	

Coastal Engineering Services

Rhumbline Consultants, PLLC

- Project Engineer
- Administrative Assistant

\$125.00 per hour \$45.00 per hour A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In Login.gov FAQs

ALERT - June 11, 2018: Entities registering in SAM must submit a <u>notarized letter</u> appointing their authorized Entity Administrator. Read our <u>updated FAQs</u> to learn more about changes to the notarized letter review process and other system improvements.

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Search Results

Quick Search Results

Notice: This printed document represents only the print your complete search results, you can downloa		lts may be available. To
Entity DRMP, INC.		Status: Active
DUNS: 092710326	CAGE Code: 0SCS8	r
	CAGE COUE: 05C36	View Details
Has Active Exclusion?; No	DoDAAC:	L
Expiration Date: 06/14/2019	Debt Subject to Offset? N	0
Purpose of Registration: All Awards		



Search Records Data Access Disclaimers Check Status Accessibility About Privacy Policy Help

FAPIIS.gov GSA.gov/IAE GSA.gov USA.gov

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WWW4

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



EXHIBIT "B"

REQUEST FOR QUALIFICATIONS (RFQ) & RK

RFQ TITLE: GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS

RFQ NUMBER: RFQ PW 51-18

LAST DAY FOR QUESTIONS:

RFQ OPENING DATE & TIME:

July 6, 2018 3:00 P.M. CST July 18, 2018 3:00 P.M. CST

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

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be sealed and received by the Okaloosa County Clerk of Court by the "RFQ Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

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

THE REAL OF DELT.					
COMPANY NAME	DRMP, Inc.				
MAILING ADDRESS					
	2101 Northside Drive, Sui	te 101			
CITY, STATE, ZIP	Panama City, FL 32405				
FEDERAL EMPLOYE	R'S IDENTIFICATION NUM	IBER (FEIN): 59-17911	74		
TELEPHONE NUMBE EMAIL: bfaust@drn		EXT:	FAX:	850.640.3102	
I CERTIFY THAT TH	IS BID IS MADE WITHOUT	PRIOR UNDERSTANT	NNG AGREEME	NT OR CONNECTION V	UTH ANY
	T SUBMITTING A BID FOR				
IN ALL RESPECTS FA	AIR AND WITHOUT COLLU	SION OR FRAUD, I AG	REE TO ABIDE B	Y ALL TERMS AND CO	NDITIONS

OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTORIZED SIGNATURE: Den (74

PRINTED NAME: Ben C. Faust, PE

TITLE: Vice President

DATE: July 18, 2018

Rev: September 22, 2015

GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS

Pursuant to section 287.055, Florida Statutes, and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from professional engineering firms for public infrastructure projects for professional engineering services including but not limited to: engineering studies and design; surveys; obtaining necessary federal, state, and local governmental agency permits; construction management; coastal management; environmental studies; solid waste management; water and wastewater; parks and recreation; facilities management; grant administration; geotechnical studies; architecture and/or structural engineering; and any other type of project which may be under the purview of the Public Works Department or any other County department. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

Agencies desiring consideration should provide an original and six (6) copies of their Request for Qualifications (RFQ) with the agency's areas of expertise identified. Submissions should be portrait orientation, unbound, and $8 \frac{1}{2}$ " x 11" where practical. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than <u>July 18, 2018 @ 3PM</u> to be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location** by most delivery services. Proposers using mail or delivery services assume all risks of late or non- delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof "Request for Qualifications for General Engineering Services for Okaloosa County Public Works." Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting qualifications with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality. Okaloosa County shall be the sole judge of the submittal and the resulting negotiating agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Okaloosa County Purchasing Department RE: General Engineering Services for OCPW, RFQ PW 51-18 5479A Old Bethel Road Crestview, FL 32536

Purchasing Manager

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FL Graham W. Fountain Chairman

GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ): GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS

The purpose of this Request for Qualifications is to provide interested consultants with guidelines and information to enhance their RFQ submission.

It is the intent of Okaloosa County, on behalf of its Public Works Department (OCPW), to contract with multiple professional engineering firms for engineering services including but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts; design-build services; road construction; road reconstruction; signalization projects; traffic studies; storm water management; erosion control; environmental investigations and reports; solid waste management; water and wastewater; parks and recreation; facilities management; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grant administration; geotechnical studies; architecture and/or structural engineering for new or modified structures; site engineering; and any other type of project which may be under the purview of the Public Works Department or any other County department. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

The County's five year plan of projects will consist of the following ratio:

- Road Improvement/Work 60%
- Stormwater Improvements 20%
- Other/Grant Related Work 20%

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. Once these fixed hourly costs are negotiated and contracts signed, each miscellaneous project will be negotiated to have work tasks that are either lump sum or time and expenses, with a not to exceed limit based on the negotiated hours and expenses. Each negotiation will result in a Task Order for the miscellaneous project. The County's standard form of consulting agreement is attached and will be utilized.

The term of this contract will be for three (3) years with one (1) two (2) year renewal option. The terms of the renewal period will be negotiated up front and finalized into the initial three-year contract. The County reserves the right to award multiple contracts.

An original and six (6) copies of the Requests for Qualifications (RFQ) will be required with all copies having been signed by a company official with the power to bind the company in its contract. All copies must be completely responsive to the Request for Qualification guidelines for consideration.

The content of the RFQ of the successful firms will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in their RFQ. The selected consultant will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated, but will be based upon documented work completed.

<u>Submittals</u> to be submitted in the format described below:

1. **Letter of Interest** including information on location of the firm's office that will be the leadoffice for this contract.

2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm. Indicate whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, if so, include a copy of the certification with submittal.

3. **Registration** – List of the State of Florida licensing/registration qualifications of the consultant's personnel assigned to this contract and business office.

4. **Specific Accomplishments** – Provide a listing of completed projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.

5. **Area of Expertise** – Provide list of your company's area of expertise. Include listing of projects verifying same. Firms are not required to have expertise in all areas to be considered.

6. **Project Management Organization** – Describe the organizational structure that will be used to manage projects. The consultant must identify key personnel to be assigned to projects, and provide a resume of their qualifications, education and experience and workload.

7. **References** – List five (5) references representative of past experience preferably in the State of Florida similar to the services described herein, to include, at a minimum, a contact person, company name, phone number, and a brief description of the project or services rendered.

8. Additional Information & Comments – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not be otherwise requested in the Request for Qualifications.

Evaluation/Selection of Submittals – The submittals will be reviewed by the County's Standing Selection Committee. Proposals should be responsive to the items identified in this RFQ and contain no more than 45 pages. One piece of paper printed front and back is considered two pages. The 45 page maximum includes all required forms and certification copies, but excludes the cover and table of contents.

Responsiveness to Proposal-15 pts

a. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County.

Firm's Qualifications-15 pts

a. Firm's reputation and competence, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.

b. Firm's capacity to perform future work.

- c. The firm's ability to observe and advise whether plans and specifications are being complied with.
- d. Financial responsibility and solvency.
- e. Demonstrated expertise and experience in utilizing various design and modeling software.

Past Accomplishments-20 pts

- a. Fields of work for which the firm is proposing to perform.
- b. Experience with programs similar in size and scope to those herein proposed.

c. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.

Proposed Project Team-10 pts

- a. Qualifications and responsibilities of personnel to be assigned to the program.
- b. Technical Education and Training of the proposed project team.

Regulatory and Grant Experience-10 pts

a. Extent of experience and past performance when working with FDEP, NWFWMD, FDOT, USACE, EPA, FAA, and Eglin AFB in the capacity as an agent attempting to obtain permits and approvals.

Performance Assurance-15 pts

- a. Firm's capability to meet schedules.
- b. Willingness to meet time and budget requirements including past performance examples.

References-5 pts

a. Feedback from references, representative of past experience preferably in the State of Florida similar to the services described herein.

Geographic Location-10 pts

a. Geographic location of personnel supporting this effort and physical proximity to respond to Okaloosa County questions and concerns is a key factor. Points will be awarded for project management staff located within 150 miles of Okaloosa County. This radius would allow response to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements.

- 1. Review of all submittals received will proceed as follows:
 - a. The Standing Selection Committee will review all written documents submitted.
 - b. The committee's ranking of prospective firms shall be based on aforementioned criteria.
 - c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.

2. Presentation of the rankings, selections, agreements and proposed contracts will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department's policy related to the acquisition of services.

3. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County's Purchasing Department policy.

4. Direct one-on-one contact with the Committee members, County Commissioners or County Administrator is **prohibited** (1 exception: if the contact pertains to a specific existing Contract/Task Order) during the procurement process. Any questions during this period should be directed to the Purchasing Manager or their appointed representative.

SPECIAL CONDITIONS

- 1. <u>Proposal Information</u> Questions concerning proposal requirements or specifications should be directed to the Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to solicitations shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
- 2. <u>Compliance with Florida Statute 119.071</u> The CONTRACTOR shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONTRACTOR: (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 contractor upon termination of the contract.

3. <u>Right to Waive and Reject</u>

- A. The Board, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Manager to emphasize this condition to potential proposers.
- B. The County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
- 4. <u>Disqualification of Proposers</u> Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
 - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. Listing of the Proposer by any Local, State or Federal Government on its barred/suspended vendor list.
- 5. <u>Conditional and Incomplete Proposals</u> The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.
- 6. <u>Investigation of Proposer</u> The County may make such investigations as it deems necessary to determine the stability of the Proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the County any additional information and financial data for the purpose as the County may request. The data shall include a detailed and up-to-date list of plant equipment and materials which proposer proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to bedone.
- 7. **Preparation of Proposals** Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. Any proposal may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting proposals.
- 8. <u>Indemnification & Hold Harmless</u> To the fullest extent permitted by law, the 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 intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

9. <u>Conflict of Interest</u> - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or

spouses or child's interest and the nature of the intended business.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

- 10. <u>Identical Tie Proposal</u> In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
- 11. Public Entity Crime Information A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

- 12. <u>Discrimination</u> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 13. <u>Proposal Opening Information</u> Proposal Opening shall be public, on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable.

NOTE: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

14. <u>Cone of Silence Clause</u> – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence 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 from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

15. <u>Payments</u> – The contractor shall be paid based on each Task Order preformed for the County in referenced to the contract with the County. They need to be submitted, in duplicate, to the Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., Crestview, FL, 32536. The invoices must confirm to the prices stipulated herein for articles delivered and accepted.

16. <u>Protection of Resident Workers</u> – 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 contractor 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.

Contractors doing construction business with Okaloosa County are 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.

GENERAL SERVICES INSURANCE REQUIREMENTS REVISED: 02/8/2018

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- 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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation 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 of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- 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.

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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.

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

PROFESSIONAL LIABILITY and/or ERRORS AND OMMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. 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.

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. Worker's Compensation
 - 1.) State
 - 2.) Employer's Liability

Statutory \$500,000 each accident

2.	Business Automobile	\$1M each occurrence (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.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day otice of cancellation; ten (10 days' 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.

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- 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 and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
- 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the 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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

GENERAL CONDITIONS

1. PRE-OUALIFICATION ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Email:<u>dmason@myokaloosa.com</u> (850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <u>https://www.bidnetdirect.com/florida</u> to access the Okaloosa County Web Site go to: http://www.co.okaloosa.fl.us/purchasing/current-solicitations.

Such written addenda or modification shall be part of the RFQ documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF QUALIFICATIONS Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.
 - A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
 - B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
 - C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
 - D. Qualifications submitted by an individual shall show the respondent's name and official address.
 - E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner

indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.

- F. All signatures shall be in blue ink. All names should be typed or printed below the signature.
- G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
- H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.
- 3. INTEGRITY OF QUALIFICATIONS DOCUMENTS Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents t if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
- 4. SUBMITTAL OF QUALIFICATIONS Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

5. MODIFICATION & WITHDRAWAL OF SUBMITTAL – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned. Thereafter, if the work is a re- qualification, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

- 6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security prior to the end of this period.
- 7. CONDITIONAL & INCOMPLETE QUALIFICATIONS Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.

- 8. ADDITION/DELETION OF ITEM The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
- 9. APPLICABLE LAWS & REGULATIONS All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

10. AWARD OF CONTRACT-

Okaloosa County Review - Okaloosa County designated selection committee will review all qualifications and will participate in the Recommendation to Award.

The County will award the contract(s) to the most qualified respondent(s), and the County reserves the right to award the contract(s) to the respondent(s) submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all qualifications, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this RFQ and to accept the submittal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional qualifications and bids which make it impossible to determine the true quality of services to be provided by respondent.

- 11. PAYMENTS The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract#.
- 12. DISCRIMINATION An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 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.
- 14. CONFLICT OF INTEREST The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of

its branches.

- **15. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 16. INVESTIGATION OF RESPONDENT The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
- 17. REVIEW OF PROCUREMENT DOCUMENTS Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 18. COMPLIANCE WITH FLORIDA STATUTE 119.0701 The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (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.
- 19. PROTECTION OF RESIDENT WORKERS 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 respondent 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.

Respondents doing construction business with Okaloosa County are 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.

20. SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience.

Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- 21. FAILURE OF PERFORMANCE/DELIVERY In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
- 22. AUDIT If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
- 23. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 24. NON-COLLUSION Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 25. UNAUTHORIZED ALIENS/PATRIOT'S ACT The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

26. The following documents are to be submitted with the qualifications packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Indemnification and Hold Harmless
- F. Addendum Acknowledgement
- G. Company Data
- H. System Award Management Form
- I. List of References
- J. Certification Regarding Lobbying
- K. Sworn Statement Public Entity Crimes
- L. Exhibit "B" General Grant Funding Special Proposal Conditions

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE:	July 18, 2018	SIGNATURE:
COMPAN	Y: ADDRESS:	NAME: Ben C. Faust, PE
	2101 Northside Drive, Suite 101	(Typed or

Ben (

(Typed or Printed)

TITLE: Vice President

Panama City, FL 32405

E-MAIL: <u>bfaust@drmp.com</u>

PHONE NO.: 850.640.3904

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES_____

NO X

NAME(S)

POSITION(S)

FIRM NAME:	DRMP, Inc.
BY (PRINTED):	Ben C. Faust, PE
DI (IRIQIED).	
BY (SIGNATURE):	Den C 77+
TITLE:	Vice President
ADDRESS:	2101 Northside Drive, Suite 101
	Panama City, FL 32405
PHONE NO.	850.640.3904
E-MAIL	bfaust@drmp.com

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor if the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: July 18, 2018 SIGNATURE: Sen (74-

COMPANY: DRMP, Inc. NAME: Ben C. Faust, PE

ADDRESS: 2101 Northside Dr. Suite 101, Panama City, Florida 32405 TITLE: Vice President

E-MAIL: <u>bfaust@drmp.com</u>

PHONE NO.: <u>850.640.3904</u>

CONE OF SILENCE

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

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

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

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

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

representing DRMP, Inc. Ι **Company Name** Signature

On this day of 2018 hereby agree to abide by the County's "Cone of <u>July 18</u> Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

DRMP, Inc.

en (M

Proposer's Company Name

Authorized Signature – Manual

2101 Northside Dr. Suite 101, Panama City, Florida 32405 Physical Address

Ben C. Faust, PE Authorized Signature – Typed

2101 Northside Dr. Suite 101, Panama City, Florida 32405 <u>Vice President</u> Mailing Address Title

850.640.3904 Phone Number

<u>850-258-4520</u> Cellular Number

July 18, 2018

Date

850.640.3102 FAX Number

850-258-4520 After-Hours Number(s)

ADDENDUM ACKNOWLEDGEMENT RFQ PW 51-18

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

ADDENDUM NO.	DATE
N/A	

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.

COMPANY DATA

Respondent's Company Name:	DRMP, Inc.		
Physical Address & Phone #:	2101 Northside Dr. Suite 101		
	Panama City, Florida 32405		
	850.640.3904		
Contact Person (Typed-Printed):	Ben C. Faust, PE		
Phone #:	850.640.3904		
Cell #:	850-258-4520		
Federal ID or SS #:	59-1791174		
DUNNS/SAM #:	092710326		
Respondent's License #:	2648		
Fax #:	850.640.3102		
Emergency #'s After Hours, Weekends & Holidays:	850-258-4520		

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <u>www.sam.gov</u> for the designated entity for establishing unique entity identifiers.

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

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

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

(1) Company legal business name.

- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

- (8) Chief executive officer/key manager.
- (9) Line of business (industry).

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

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

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

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

Offerors SAM information:

Entity Name:	DRMP, Inc.
Entity Address:	2101 Northside Dr., Suite 101, Panama City, FL 32405
Duns Number:	092710326
CAGE Code:	OSCS8

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LIST OF REFERENCES

1.	Owner's Name and Address: Bay County, Florida		
	840 W. 11th Street, Panama City, Florida 32401		
	Contract Person: Keith Bryant, PE Telephone # (850) 248.8302		
	Email: kbryant@baycountyfl.gov		
2.	Owner's Name and Address: City of Callaway, Florida		
	6601 East Highway 22, Callaway, Florida 32404		
	Contract Person: Ed Cook Telephone # (850) 215.6691		
	Email: citymanager@cityofcallaway.com		
3.	Owner's Name and Address: City of Pensacola, Florida		
	222 W. Main Street, Pensacola, Florida 32305		
	Contract Person: <u>Ryan Novata, PE</u> Telephone # (<u>850</u>) <u>435.1603</u>		
	Email: rnovata@cityofpensacola.com		
4.	Owner's Name and Address: Panama City, Florida		
	9 Harrison Avenue, Panama City, Florida 32401		
	Contract Person: Dale Cronwell, PE Telephone # (850) 872.3016		
	Email: dcronwell@pcgov.org		
5.	Owner's Name and Address: Escambia County, Florida		
	221 Palafox Place, Suite 140, Pensacola, Florida 32501		
	Contract Person: <u>Colby Brown, PE</u> Telephone # (<u>850</u>) <u>595,3475</u>		
	Email: csbrown@co.escambia.fl.us		

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Ben C. Faust, PE, Vice President Name and Title of Contractor's Authorized Official

July 18, 2018 Date

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

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

1. This sworn statement is submitted for <u>DR</u>	MP, Inc.
2. This sworn statement is submitted by Ben	n C. Faust, PE
Whose business address is: 2101 Northside D	Dr. Suite 101, Panama City, Florida 32405
and (if applicable) its Federal Employer Ider	ntification Number (FEIN) is.
(If entity has no FEIN, include the Social Se	ecurity Number of the individual signing this sworn
statement: <u>59-1791174</u>	
3. My name is Ben C. Faust, PE	and my relationship to the entity named
above is Vice President	

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

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

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

- X Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: July 18, 2018	Signature:	Ben (~ 7A	
	_			

STATE OF: Florida

COUNTY	OF:	Orange	

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this July ______day of <u>18</u>______, in the year <u>2018</u>_____.

My commission expires:

Mar 21, 2019 Notary Public Lisa A. Greene

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

Lig a preene

LISA A GREENE Notary Public - State of Florida Commission # FF 199033 My Comm. Expires Mar 21, 2019 Bonded through National Notary Assn.

Type of ID

EXHIBIT B GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Respondents shall comply with the clauses as enumerated below, if applicable.

- Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
- 2. <u>Contractor Compliance</u>: The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
- 3. <u>Conflict of Interest</u>: The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
- 4. <u>Mandatory Disclosures</u>: The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 5. <u>Utilization of Small and Minority Businesses. Women's Business Enterprises and Labor Surplus Area Firms:</u> The contractor must take all necessary affirmative steps to assure that small, minority, and womenowned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
- 6. Equal Employment Opportunity: (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- 7. **Davis-Bacon Act:** (Construction Contracts in excess of \$2,000): The contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week, submit certified payroll documents to the County, and allow the County or its designee to interview employees regarding wage determinations.
- 8. <u>Copeland Anti Kick Back Act</u>: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to

this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

- 9. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- <u>Clean Air Act (42 U.S.C. 7401–7671q.)</u> and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
- 12. <u>Byrd Anti-Lobbying Amendment</u> (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
- 13. <u>Rights to Inventions Made Under a Contract or Agreement</u>: Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.
- 14. **Procurement of Recovered Materials**: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

15. Access to Records and Reports:

Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa

County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on the date of final payment of contract, unless otherwise specified herein.

- 17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
- 18. <u>Termination for Default (Breach or Cause)</u>: Contracts in excess of \$10,000 If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information

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

- 20. <u>Prohibition on utilization of cost plus a percentage of cost contracts</u>: The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
- 21. <u>Prohibition on utilization of time and material type contracts:</u> The County will not award contracts based on a time and material basis if the contract contains Federal funding.
- 22. <u>Disputes:</u> Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. Energy Policy and Conservation Act (43 U.S.C.§6201)

Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

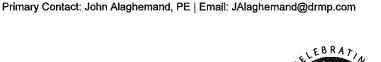
As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: July 18, 2018	SIGNATURE: Sen (77
COMPANY: DRMP, Inc.	NAME: Ben C. Faust, PE
ADDRESS: 2101 Northside Dr. Suite 101 Panama City, Florida 32405	TITLE: Vice President
E-MAIL: bfaust@drmp.com	
PHONE NO.: 850.640.3904	



July 18, 2018

Okaloosa County Purchasing Department General Engineering Services for OCPW, RF PW 51-18 5479A Old Bethel Road Crestview, FL 32536



Phone: 850.640.3904 | Fax: 850.640.3102

2101 Northside Drive, Suite 101, Panama City, Florida 32405

Subject: RFQ PW 51-18: General Engineering Services for Okaloosa County Public Works

Dear Selection Committee:

Successful projects begin with the commitment of the most qualified and experienced professionals who understand the project related issues and are able to provide creative and economical design solutions without sacrificing quality. This philosophy is standard practice at DRMP, Inc. (DRMP). As we approach each project, we customize the appropriate services and project team to the scope and size of the project with the understanding that if additional resources are needed we can draw upon them. This methodology provides us with the capability to offer the flexibility and personalized attention that Okaloosa County Public Works can expect from our firm in the execution of this General Engineering Services contract. In the past 15 years, DRMP has successfully completed multiple assignments for municipal and public sector clients in the Florida panhandle, performing a multitude of services for projects as small as the addition of a sidewalk, single turn lane or utility line upgrades to larger projects, such as major highway construction, expressways, master planning of municipal complexes or drainage studies.

We have a team that is capable of providing all services required in the Request for Qualifications. Our firm has the capacity to carry a project from concept to operations. We are focused on providing strong contract management and key personnel that act as an extension to County staff. Keeping these principles in mind, the County can expect the DRMP team to deliver our committed services through each phase of the projects to be included in the scope of this contract. These phases include: feasibility analysis, cost estimating, funding research, preparation of grant/loan applications, design and preparation of production drawings, permitting, contract and construction management, construction inspections and testing as well as meeting with elected official and County staff to consult on issues and projects requiring professional engineering analysis and evaluation, providing surveying, geological and/or geotechnical services and advising elected officials on public works infrastructure. If needed, the DRMP Team can provide property appraisals, assist with land acquisition, provide eminent domain support, architectural services, mechanical engineering and electrical engineering services.

John Alaghemand, PE, Project Manager, will serve as the County's point-of-contact and will oversee the Team performing the work included in the scope of this contract. DRMP has worked diligently to bring together a group of qualified individuals and subconsultants that can provide Okaloosa County Public Works with a highly functional and cost-

effective approach for any work that comes from this General Engineering Services contract.

This contract will be managed from our Panama City office with support from our Pensacola, Destin, Chipley and Tallahassee offices. DRMP's Panama City office location allows for our staff, including our Project Manager, to respond to task work orders, emergency issues or short notice meetings from within 150 miles of Okaloosa County, significantly reducing travel complications.

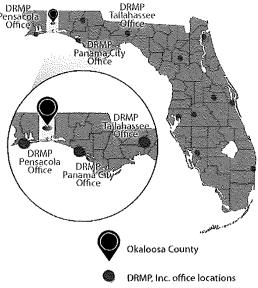
Our company philosophy is a commitment to excellence in professional services. We have established constructive relationships with local government and regulatory agencies and we are committed to serving our community as part of the County's Team. We are confident that selecting DRMP for the General Engineering Services Contract gives the County the opportunity to receive the best possible service from the most qualified team.

Sincerely, DRMP, Inc.

John Alaghemand, PE Project Manager

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Ben C. Faust, PE Vice President-in-Charge



2. Business Credentials

Firm Overview

Founded in 1977, DRMP was among the first firms in Central Florida to offer its clients a full-service firm with a multidiscipline approach to civil engineering and surveying services. DRMP now has 16 offices throughout the southeastern United States that offers a broad range of services from our expert staff of engineers, surveyors, planners, scientists and construction inspectors who work together to make powerful ideas a reality and transform the communities we serve.

Along with the dedication to improve communities through our services, DRMP was built on a core set of values – expertise, quality, leadership, trust and respect. Our values go far beyond words; they are what we practice and what inspires the way we do business every day. It is this commitment that has led to long-lasting client relationships and being ranked in *Engineering New-Record's* "Southeast Top Design Firms" and "Top 500 Design Firms" in the United States. The following pages provides a synopsis of the firms qualifications and specific capabilities.

Roadway Design

DRMP has provided comprehensive transportation services for major and minor roadways throughout the state. From rural, two-lane roads to urban, six-lane arterials, we offer the specialized knowledge and equipment required for safe and efficient design and construction of transportation systems. Our team offers expertise in the following areas:

- Widening, Resurfacing and Reconstruction of Roads and Highways
- Project Development and Environmental Studies (PD&E)
- Environmental Permitting and Mitigation Design
- Major Design Activities, Complex and Multi-Lane Roadways
- Minor Design Activities, Pathways, Bikeways and Sidewalks
- Maintenance of Traffic
- LAP, SCRAP, and SCOP Projects
- Construction Engineering and Inspection (CEI)

To develop new or improved roadway facility, DRMP relies on what is in the best interest of the County and the overall public and its citizens. To do so, DRMP takes the following factors into consideration:

- **Engineering:** The contemporary design and alignment of the proposed roadway
- Environmental: Social, cultural, natural, and physical factors
- Public Involvement: Needs and concerns of the local community
- Economic Factors: Project costs and opportunities to minimize costs such as construction staging and traffic control

Engineering factors relate primarily to the motorists using the facility. These factors involve the application of criteria that are based on project controls. For any project, the primary controls will be the projected traffic volumes and level-of-service, roadway and access management classification, and design speed. Engineering will ensure that the design of the improved facility safely and efficiently accommodates the projected design year vehicular traffic and incorporates median openings at the appropriate locations. DRMP will closely consider engineering, environmental and public involvement factors and will be diligent to keep project costs within the planned budget. In determining roadway alignments and typical sections within the project corridor, DRMP will maximize the use of existing right-of-way for any given roadway. Analysis and recommendations will be applied to developing preliminary alignments and typical roadway sections.

DRMP will review existing features along the project corridor, scope of work for the project and the current criteria found in the Florida Greenbook. DRMP will then make significant progress in performing the project analysis so that we will be up-to-date and ready to proceed upon selection and authorization from the County. Additional considerations such as traffic planning and design, drainage, permitting, maintenance of traffic, safety, utilities and geotechnical will also be taken into account when developing roadway plans.

Stormwater Engineering

Our stormwater management designs represent the best leading management practices for water quality, flood control, stormwater drainage and water conservation. Full consideration is given to both mechanics and aesthetics with every project. In this manner, solutions respond not only to functional needs, but to environmental and human considerations as well. DRMP's total scope of water resource services includes the following:

- Stormwater Management
- Master Planning
- Existing System Studies and Analysis
- Natural Drainage System Analysis
- Water Control Structure Design
- Cost Estimates
- Government and Regulatory Agency Permitting
- Water Supply Studies
- Water Conservation Studies and Design
- Ecological Impact Evaluation
- TMDL Expertise
- CDS Units

Communication is the key issue for a successful drainage evaluation. DRMP recognizes that Okaloosa County staff, regulatory agency staff, residents and other stakeholders provide crucial information about historic problems and provide critical feedback on the proposed solutions. The first step in the conceptual drainage evaluation process is to identify and interview project stakeholders and establish the overall goals of the project. This step enables the development of solutions that best meet the intended goals with consensus from the stakeholders. DRMP will work with Okaloosa County staff to adapt the following design approach to fit the needs of each assignment:

- Compile stakeholder issues
- Identify regulatory requirements
- Pre-application meetings with NWFWMD
- Coordinate with FEMA and other agencies as required
- Calculate potential floodplain impact
- Compute stormwater using the appropriate method for difference in total runoff volume
- Estimate pond size required including maintenance berms, grading and offsite conveyance
- Assess cross drains using a field evaluation form
- Select potential pond sites and determine potential impacts
 - Use locations within existing right-of-way but minimize wetland impacts – i.e. ditch treatment, joint use pond, etc.
 - Select vacant, undeveloped parcels (by field observations and property appraiser queries using vacant parcel codes)
 - Avoid wetland impacts except when the alternative would mean a residential or business impact or only wetlands available
 - Conduct preliminary soils analysis
 - Use our standard field evaluation form to assess each pond site
 - Determine joint-use (third-party) pond opportunities
 - Determine compensating treatment to avoid right-of-way acquisitions
- Refine stormwater alternatives with stakeholders and technical input
- Determine a recommended stormwater alternative

Grant Projects and Funding Assistance

DRMP has extensive experience in acquiring state and federal grants for the local agencies. A majority of DRMP clients are small counties and cities which have funding constraints for implementation of their capital improvement projects. DRMP is always seeking to identify potential grant opportunities for our clients and will do so for the County.

John Alaghemand, PE has prepared numerous grant applications for transportation, traffic, utility, environmental, law enforcement and fire safety programs. Asignificant number of these projects have received funding ranging from \$100,000 to \$10 million. A majority of these grants were acquired while working for Bay County and City of Panama City Beach. These grant applications included:

- Transportation Incentive Program
- Transportation Outreach Program
- Highway Safety Grant Program
- Community Traffic Safety Grants
- Small County Outreach Program
- Transportation Regional Incentive Program (TRIP)
- Florida Recreational Improvement Assistance Program
- Transportation Enhancement Program
- Florida Forever Grant Program
- Transportation Investment Generating Economic Recovery (TIGER)
- Restore Project Application
- Federal Transit Administration Grant Program
- Fire Safety Grant Program
- Assistant to Firefighters Grant Program
- Water Rescue Grant Program
- Hazard Mitigation Grant Program
- Energy Grant Program
- CDBG Grant Program

Several of the above grants required joint project agreement (JPA) or local agency program (LAP) agreement with the Florida Department of Transportation (FDOT). DRMP has extensive experience in administration, design and CEI of the JPA and LAP funded projects.

Traffic and Intersection Engineering

Growth and development dictate the need to plan for improving current infrastructure for future mobility. DRMP's Transportation Planning group brings a comprehensive, problem-solving approach to every project. By analyzing historical trends, modeling and forecasting existing and projected traffic conditions, as well as generating and evaluating alternatives, we develop the best possible plan to accommodate increased travel demand. With our team's strong knowledge of current regulatory requirements, we can handle any client's transportation needs.

The study and design of vehicular operations for the improvement of mobility can seem as much as an art form as it is an engineering challenge. DRMP's primary goal is to utilize ingenuity and make sound recommendations to provide a safe and efficient environment for both vehicles and pedestrians to travel through complex transportation networks. Our experience demonstrates how our idea of safety goes hand-in-hand with quality designs for smooth traffic operation.

DRMP's traffic engineering expertise ranges from minor intersection improvements and major roadway design to signal design and arterial reconstruction. As traffic infrastructure continues to grow in complexity, we aim to work smarter to solve the challenges of moving traffic both today and tomorrow. Our services include:

- Lighting Design
- Minor Roadway Improvements
- Safety Upgrades/ADA Improvements
- Signal and Interconnect Design

- Signal Retiming and Corridor Progression
- Signing and Pavement Marking
- Intelligent Transportation Systems
- Utility Coordination

Traffic Studies: The development of project traffic is typically an important step in developing viable engineering alternatives for a project, whether on an existing or new alignment. Key tasks in developing a thorough traffic analysis include:

- Detailed evaluation of existing travel demand conditions (capacity and level of service)
- Development of design year travel demand forecasts
- Development of design year level of service analyses
- Interim year forecasts and level of service analyses
- Determination of functional geometric requirements
- Development of a staged implementation plan, if necessary

Existing conditions analyses include an evaluation of travel demand and traffic characteristics, which are typically the basis of futureyear assessments, such as development of design-year K, D, and T factors. To document the need for improvement, the traffic identifies existing study capacity and operational deficiencies in conjunction



with potential design deficiencies and safety problems that may be present. This documentation highlights areas that would then be the focus of developing improvement alternatives.

The development of future year traffic projections is accomplished through the application of the appropriate traffic simulation model. These results will be compared to forecasts based on historic growth trends and the future year projections will be derived from a combination of these two methods. Following approval of the future year projections, future year peak hour volumes are then derived from the appropriate design year K, D and T factors. A level of service analysis is then conducted to determine the basic number of lanes, intersection configurations, and/or the need for interchange modifications (or new interchanges), if applicable.

Conceptual Design Analysis: Following the identification of the purpose and need for an improvement, the next step in the process is to develop conceptual design alternatives. This step is accomplished by first identifying the potential typical sections which could accommodate the requirements outlined in the Traffic Technical Memorandum. Examples include urban, suburban and rural sections with open or closed drainage systems, varying median widths, travel lane widths, border widths, and bicycle and pedestrian accommodations. These typical sections will be developed and documented in a Typical Section Report. We will establish the typical section, which will continue into design. Then alternatives based on the approved typical will be assessed in terms of potential impacts and benefits to the project area, as well as ability to satisfy project need. The alternatives will be developed based on the key design factors, such as:

- Traffic Operations and Level of Service
- Consistency with Local Comprehensive Plans
- Horizontal and Vertical Geometry
- Drainage Requirements
- Safety
- Access Management
- Right-of-Way Requirements
- Potential Relocations and Business Damages
- Environmental Impacts
- Utilities
- Maintenance of Traffic
- Constructability

As these factors are analyzed, and the impacts of each alternative are quantified, a comparative evaluation of the various alternatives will be conducted. This evaluation usually takes on the form of a matrix in which each of the determining factors is displayed for a side-by-side comparison. Based on this evaluation, the alternatives can be modified (for example, shifting the alignment through sensitive or populated areas) and the comparative procedure repeated. This iterative process will continue until the optimal alternative is developed for a project.

Structural Engineering

DRMP has designed more than 150 bridges and box culverts. The projects have included repairs/rehabilitation of bridges with heavy deterioration to their concrete and steel



elements, bridge load ratings, bridge condition assessment, and bridge and culvert replacements. Our bridge experience includes everything from box culverts and short span bridges to major bridges consisting of multiple span continuous steel bridges. We use sophisticated structural analysis software that enables us to evaluate repair versus replacement issues. Often, an existing structure can be rehabilitated in lieu of replacement, while extending the useful life of the structure for many years. Our team offers experience in the following areas:

- New Bridge Design
- Stormwater Structures
- Retaining Wall Design
- Bulkhead Design
- Parking Decks and Sea Walls
- Sign Structures
- Docks/Piers

- Foundation Design
- Utility Structures
- Storage Tank Design
- Pedestrian Bridges
- Specialty Structures
- Tunnels/ Major Culverts
- Design/Build
- Bridge Condition Evaluation
- Bridge Load Rating
- Bridge Repair/Rehabilitation
- Bridge Construction Engineering Inspection

Utility Design

DRMP offers utility design services, focusing on both preliminary design and utility coordination.

Preliminary Design: Initially, our Project Manager will meet with the County's staff to obtain all existing as-builts or record drawings and preliminary information they have gathered. We will discuss potential design specific issues that the County may be aware of for the proposed utility system improvements. DRMP shall inspect the project site or corridor, taking photo documentation and field notes to review and to become familiar with the utility project specifics. Design tickets would then be acquired such that DRMP would be prepared to make contact with the Utility Agency Owner's (UAO's) within the project limits as shown on the Sunshine State One Call ticket. Simultaneously, right-of-way surveying and location of existing utilities and appurtenances, signage or structures, etc. within the

project area will be underway as needed. At this time, SUE investigations may also take place. The required geotechnical exploration will be performed once a plan is developed and



coordinated with the County for locations and offsets of proposed borings along the alignment. A video record of the existing conditions can also be prepared at this time or prior to construction by the selected contractor.

Utility Coordination: Utility system improvements require utility coordination to avoid potential conflicts encountered during the construction phase of the projects.

DRMP has the capability to perform subsurface utility excavations (SUE or mapping) for utility projects, as needed. Our team will research existing County as-builts and record drawings for the project limits, verify and compile a list of other utility vendors as stated above per the design ticket information from Sunshine (power, gas, telephone, etc.), order surface markings for each utility and communicate with County staff and the appropriate utility providers as needed to facilitate design efforts.

Once the utilities have been located vertically and horizontally by our field SUE team, using either Ground

Penetrating Radar (GPR) and/or vacuum excavation equipment, the data will be translated into a format suitable to aid in the design of the project and to minimize any potential conflicts with existing utilities, storm piping infrastructure or other adjacent facilities. All above ground utilities shall also be located and incorporated into the database for any utility profiles within the project corridor. The SUEs shall be picked up and incorporated into the survey file used for preliminary design development (30% plans and design brief).

Environmental Support Services

As the permitting process begins, it is important for us, DRMP, to clearly communicate with the County, so that there is a mutual understanding of each project's details, and so the permitting process can be steered to accomplish your goals. DRMP will hold a kickoff meeting for each project that allows for communication between the County and the various consultant disciplines that will be cooperating to achieve the project goals. Once a clear understanding of the project has been established, each discipline can develop a unique methodology to be implemented.

From an environmental perspective, initial data gathering and field assessments are conducted at the next stage. DRMP will conduct a review of appropriate data available in the literature, such as National Wetlands Inventory (NWI), County soils maps, site-specific aerial photography, Florida Natural Areas Inventory (FNAI) reports on listed wildlife occurrence, and other relevant sources. Field reviews will focus on wetland locations and presence of state and federal listed wildlife species. Wetland jurisdictional limits are delineated using the criteria stated in the United States Corps of Engineers Wetlands Delineation Manual (1987) and in accordance with Chapter 62-340.300, Florida Administrative Code.

DRMP has accomplished past permitting success, due in part, to early coordination with the regulatory agencies. Early communication through letters,



phone conversations and pre-application meetings informs the agencies of the proposed project, and introduces them to potential environmental issues. This early coordination allows for the regulatory agencies to express their concerns, provide relevant information which could be useful on the current project, and to negotiate solutions to potential permitting challenges. It also allows for project engineers to modify design plans to avoid environmental impacts during early design phases. This prevents costly redesign towards the end of a project and eliminates associated scheduling delays. When necessary, mitigation to offset potential environmental impacts is an integral part of the permitting process. DRMP will assess all possible mitigation options; preservation, creation, enhancement/restoration, mitigation banking, incidental take fees, etc., and determine which option is in the best interest of the County. The recommended mitigation option will be the most cost-effective, schedule-friendly, environmentally appropriate, and the one that is approved by the regulatory agencies.

DRMP is particularly proud of its permitting team, having permitted hundreds of projects over the past few years. Wetland resource permitting is a major component of DRMP's professional services. Permits are obtained as required from the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), NWFWMD and county agencies. In support to the County for permitting applications, DRMP can determine agencies with jurisdictional over specific wetlands, assist in project planning including design assistance for avoidance and conduct jurisdictional minimization of impacts, delineations and obtain agency approval for those delineations and negotiate with the agencies for appropriate wetland mitigation through restoration, creation, or banking. DRMP also provides survey and permitting services for protected species issues. DRMP maintains state-of-the-art GIS technology that is fully integrated to support a variety of environmental applications. DRMP can provide spatial analysis services ranging from simple mapping to the highly sophisticated 3-dimensional analyses. DRMP maintains and runs the most recent versions of ArcGIS, Arc/INFO, ArcView and AutoCAD that can be utilized for wetland delineation, basin studies, soils maps and numerous other applications.

Ecological scientists and biologists work closely with the firm's interdisciplinary teams on a broad range of land planning and development projects. This teamwork ensures the creation of projects that are sensitive to the character and natural attributes of each project site. Our ecological capabilities include the following:

- Environmental and Biological Assessments
- Environmental Impact Statements
- Wetland Delineation
- Wetland Systems Monitoring
- Wetland Restoration and Mitigation Plans

DRMP is a full-service environmental and engineering consulting firm that provides a broad spectrum of services. Our multi-disciplinary staff of professionals has a proven track record of service to the public and private sector, as well as combined experience and expertise in all facets of ecological, water, wildlife and resource management. Our primary resource is our highly-qualified staff that can provide a product in a timely and cost-effective manner.

Environmental and ecological studies include prepurchase assessments, wildlife surveys, endangered and threatened species analysis, roadway corridor studies, public involvement, and government planning/site impact studies. Studies also include Development of Regional impacts studies, Wetland Evaluation Reports, Endangered Species Biological Assessments, Pond Siting Reports and Water Quality Studies. Other capabilities include assessment of water withdrawal and impoundment impacts; habitat evaluation; environmental permitting; ecological modeling; aerial photographic interpretation; mitigation design and construction; and GIS, MicroStation and CAD services.

Construction Engineering and Inspection Services

DRMP offers construction services during the initial planning stages of a project through the construction inspection and dedication of infrastructure. Collaborating with project planners and designers,



construction specialists assist in building solutions that will anticipate construction hurdles, thereby avoiding potential budget and schedule delays to the project. DRMP's Construction Services Division will assist our Design staff by providing constructability reviews, estimating, bid review and coordination during construction. In addition, DRMP CEI staff can provide hands-on site inspection, if desired. Our staff will be made available and dedicated to providing inspection services as needed to verify construction operations are completed in reasonable conformity to the plans and specifications.

The DRMP Team has experienced CEI personnel to assist during construction. These services can range from nominal services such as one visit per week to full construction observation on a daily basis. The construction services typically consist of the following:

- Attendance at preconstruction conference
- Review shop drawings, payment requests and claims and provide a tracking system
- Process and track requests for additional information (RFIs) and obtain timely resolutions
- Resolve field conflicts
- Anticipate the work of contractors, require submittals of contractor look-ahead and provide opportunities for resolving issues without construction delays
- Monitor maintenance of traffic utilized by the contractor
- Prepare change orders and record drawings.
- Conduct inspections at substantial and final completion
- Certify completion to regulatory agencies.
- Provide start-up assistance
- Visiting the site(s) periodically
- Reviewing payment requests
- Reviewing calculations

Surveying

Topographic Survey/Design Surveys: Topographic surveys are the mainstay of most continuing service contracts. Engineering work cannot be prepared without the benefits of a quality topographic/design survey. Tasks of this type of survey involve the establishment of local horizontal and vertical controls referenced to even higher quality survey controls. The horizontal locations of features will be established through either conventional traverse or one of several GPS methods, depending on site accessibility, satellite visibility, accuracy, and costeffectiveness. In fact, the use of GPS for deriving elevations is a sound practice and has many useful and effective applications. Regardless of our data collection system, all data is recorded electronically and in traditional field books for project documentation. All surveys are performed with automation in mind, reducing the amount of processing by office staff. Our field methodology results in an approximate 70% completed office product. Drafting issues are minimal which saves our clients dollars. Delivery of a survey product is most important, and we take great pride in the quality of our work.

Boundary Surveys/Right-of-Way Surveys: Most boundary surveys begin with research, including the compilation of deed descriptions, section information, adjacent plats, existing local surveys, tax roll data, certified corner records, Aerial Photos and property appraiser information. Some projects/sites require more extensive research if litigation



is involved, or if the property abuts a DOT right-of-way or railroad corridor. The survey crew will traverse the boundary, performing redundant measurements to all found monumentation. If a conventional field traverse method is used, all control measurements will result in a closed geometric figure. During the course of the survey, crews will locate any evidence of boundary lines or easements such as fences, utilities, hedges, walls, dirt roads traversing the property, pedestrian trails, or indications of prescribed uses.

Once the boundary has been traversed, technicians will reduce errors through a least squares adjustment, calculate the position and set any missing boundary corners with suitable subsurface marker and identifiable cap. Under the direction of the Registered Surveyor, project technicians will draft a map of the survey, clearly labeling all pertinent information relating to the property's use and boundary and noting any additional required pertinent information. If needed, a surveyor's report will be furnished to communicate any substantive information which could not be otherwise mapped. The final boundary survey map will be provided to the client in the specific number of executed hardcopies and in digital format.

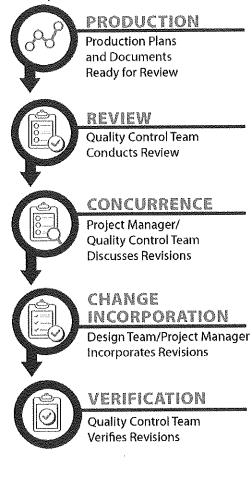
Geotechnical Services

For geotechnical investigations, DRMP has teamed with Larry M. Jacobs and Associates Inc (LMJ). LMJ has extensive experience providing geotechnical explorations for various state and county projects throughout the Florida panhandle together with numerous commercial and public sector subsurface exploration projects throughout Okaloosa County. These projects include subgrade preparation and pavement design recommendations in accordance with local jurisdictional and FDOT criteria.

Coastal Engineering Services

DRMP has teamed with Rhumbline Consultants PLLC., a Florida corporation, formed by Mr. William "Ken" Jones, P.E. in 2018. Mr. Jones has over 30 years of civil/marine engineering experience providing project development, management, design, permitting, and construction administration services for multidisciplinary projects and studies in coastal and estuarine systems for municipal, port, and general land development and coastal resorts. Mr. Jones has lived and worked in the Panhandle for 35 years, previously holding leadership positions with NWFWMD and PBS&J/Atkins NA.

Quality Control



Quality control involves a thorough, comprehensive review of work completed at each phase of design completion. This includes checking all materials for:

- Conformance with applicable Design Standards
- Conformance with Client's Needs and Objectives
- Cost-Effective Designs
- Documents can be readily approved by Permitting Agencies
- Documents are suitable for obtaining Fair Bids
- Minimizes potential for Construction Problems

DRMP's QC Manager will enlist the help of DRMP's most knowledgeable technical staff for QC review. In addition, DRMP has compiled several QC checklists which have proven invaluable in this work. These lists are an aid to the QC reviewer in organizing and completing a thorough QC review.

Upon completion of each design phase, a complete QC review plan set with all accompanying design documentation is forwarded to the QC Manager. Each sheet of the QC plan set bears the DRMP QC Stamp and is signed at the "A. ORIGINATION" line by the employee responsible for preparing the plan. DRMP's proven QC procedure requires that the QC Manager receive a complete set of all design documents, including all component sets and subconsultant prepared design elements, prior to beginning the review. This process insures that a comprehensive QC review is complete quickly and efficiently.

Once the QC Review is completed, DRMP's QC Manager prepares the QC documentation and delivers the plan set to the Project Manager with copies to DRMP's senior staff. All sheets are completely "Yellowed Out" or "Redlined" with corrections/comments and signed and dated in the "B. CHECKED" line by the QC Reviewer. The QC Team similarly marks up the Comment Response memo.

During the "CONCURRENCE", "INCORPORATION", and "VERIFICATION" activities, the DRMP QC Manager and QC Reviewer are available to the Project Manger to discuss comments. The final QC plan set is retained by the DRMP Project Manager and routed to project archives.

Quality Assurance Review: To assure that a complete QC review is accomplished and that all aspects of the QC Policy have been adhered to in its completion, the Project Manager and the QC Manager conduct a "Quality Assurance Review" at the end of each phase review. This QA review confirms that all elements of the design, including those elements prepared by our subconsultants, have undergone a comprehensive and unified QC Review. We verify all Transmittal packages meet scope and City requirements. Particular attention is given to construction cost and duration estimates and specification packages.

Documentation: An important element of the overall QC process is proper documentation. The DRMP QC process

requires we document the materials reviewed for each phase of design and retain all check prints, design memoranda, reports and calculations. The retention period for this material is at least seven years after the time when a project is placed into service, and this period is typically exceeded by the use of off-site archival facilities.

QC Debriefings: Assuring quality is an ongoing process, requiring periodic updates as design and construction methods evolve. Therefore, DRMP's QC Manager periodically conducts an internal "QC Debriefing" between members of the QC review staff and the DRMP design staff. The purpose of the debriefing is to review the effectiveness of the QA/QC process, discuss shortcomings and possible improvements and to determine if changes can be made to the process that will ensure the QC Review process runs more effectively in the future. DRMP's QC Manager is responsible for documenting and implementing any process improvements.

Minority Business Enterprise

DRMP is not a certified minority business enterprise, however, our subconsultant Larry M. Jacobs and Associates, Inc. is a Veteran-owned Business.

State of Florida

Florida Veteran Business Certification Larry M. Jacobs and Associates, Inc. Is certified under the provisions of 287 and 293.187, Fonda Statutes, for a pened from: 1005/2017 to 1005/2019

3. Registration

Business Licenses

Business	Role	Florida License/Registration
DRMP, Inc.		Professional Engineer 2648 Surveyor and Mapper LB2648
NOVA Engineering and Environmental, LLC	Environmental / Solid Waste	Professional Engineer 27772
Larry M. Jacobs & Associates, Inc.	[- 동안 : 2 : 2 : 2 : 2 : 2 : 2 : 2 : 2 : 2 :	Professional Engineer 2184 Asbestos Licensing Unity ZA308
Rhumbline Consultants, PLLC		Certificate of Business Authorization Pending Authorized Sole Proprietor PE 39523

Personnel Licenses

/ Traffic & Intersections / Facility Management / Grant Writing PE 52624, Florida Ben C. Faust, PE Vice President-in-Charge / Facility Management / Grant Writing PE 52624, Florida Luis E. Maldonado, PE Quality Assurance / Quality Control / Stormwater PE 45306, Florida Bryant A. King, PE Stormwater / Vality Control PE 1973, Florida Bryant A. King, PE Stormwater / Vater & Sewer / Park & Recreation / Drainage Design / Permitting PE 51994, Florida Benjamin R. Lennon, PE Stormwater / Water & Sewer / Park & Recreation / Drainage Design / Permitting PE 54657, Florida John L. Minton Jr., PE, CFM Stormwater PE 56709, Florida Patrick J. Day, PE, BCEE Water & Sewer PE 55709, Florida Patrick J. Day, PE, BCEE Water & Sewer PE 56709, Florida Chad M. Friday, PE Roadway Design / Drainage Design / Permitting PE 77592, Florida George P, McLatchey, PWS, CEP Environmental / Solid Waste PWS 1259 Chad A. Rischar, PWS Environmental / Solid Waste PWS 1259 Chad A. Rischar, PWS Environmental / Solid Waste PE 50616, Florida Jocelyn M, Haisch-Linn, PE Structures PE 60103, Florida Samuel A. Campbell, PE Traffic & Intersections <th>Name</th> <th>Role</th> <th>License/Registration</th>	Name	Role	License/Registration	
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Assessor William K. Jones, PE Coastal Engineering	D. Corey Dobson, PF	Environmental / Solid Waste	PG 2514, Florida	
William K. Jones, PE Coastal Engineering PE 39523, Florida	Sheila Schneider	Environmental / Solid Waste	MRSA2626, Florida Licensed Mold	
			Assessor	
Keith Jacobs, PE Geotechnical & Materials Testing PE 66577, Florida	William K. Jones, PE	Coastal Engineering	PE 39523, Florida	
	Keith Jacobs, PE	Geotechnical & Materials Testing	PE 66577, Florida	

4. Specific Accomplishments

The following pages provide a listing of completed projects with a description of work performed by DRMP staff that are representative of the type of work proposed in the RFQ.

Rhodes Cemetery Road

Leon County, Florida

Category of Work: Roadway Design, Environmental Support Services, Construction Engineering and Inspection Services This project included complete design, permitting and construction administration for the roadway improvements on approximately 600 linear feet of the existing roadway. This road is the only access for residents and was raised due to severe flooding during significant rain events to maintain residential and emergency access. This project included floodplain analysis, roadway design, wetland permitting, floodplain impacts and floodplain mitigation as well as bid assistance and construction administration. This project was situated near environmentally sensitive lands and karst features and was prone to flooding on a frequent basis. DRMP designed the roadway so as to allow the residents and emergency vehicles access during storm events. During design of the project several options were evaluated to help minimize construction costs and maintenance of traffic costs as well as construction time with raising the road approximately two feet. Ultimately, the road was raised in small lifts with recycled asphalt to maintain access during construction with minimal costs.

Completion Date: 2012 Present Status of Project: Completed Cost of Project: \$180,000 Key Personnel Participation:

Bryant A. King, PE – Project Manager Travis N. Shannon, PE – Project Engineer Ben C. Faust, PE- Vice President-in-Charge

Olive Road Widening

Escambia County, Florida Category of Work: Stormwater Engineering, Roadway Design, Surveying

DRMP was responsible for the survey, design, permitting, utility coordination, bid services and construction services for the widening of East Olive Road from Gregg Road to East Johnson Avenue in Escambia County, Florida. The proposed typical section is a 3-lane urban section with a travel lane, bike lane, curb and gutter and sidewalk in each direction plus a center two-way left turn lane. The roadway was designed to FDOT and Escambia County design standards. DRMP provided utility coordination, including the construction plans for the water main relocation through the corridor. Stormwater design included a closed collection system, two new stormwater ponds and permitting through the NWFWMD. Due to funding, DRMP was tasked to identify a cutoff point to split the project into two phases. Phase I of the project is currently under construction, which includes the western half of the project. DRMP provided construction documents, including specifications and a bid package for letting, and is providing construction administrative services. Completion Date: 2017 (estimated)

Present Status of Project: Under Construction

Cost of Project: \$4.4 million **Key Personnel Participation:** Bryant A. King, PE – Project Engineer Chad M. Friday, PE – Project Engineer Travis N. Shannon, PE - Project Engineer Victoria A. Howard, El- Project Engineer

SR 10 (US 90/Nine Mile Road) Widening Escambia County, Florida Category of Work: Stormwater Engineering, Roadway Design, Traffic and Intersection Engineering, Environmental Support Services, Surveying

This project includes the design for 4-laning of SR 10 (US 90/Nine Mile Road) from west of Pine Forest Road (SR 297) to SR 95 (US 29) in Escambia County. Currently, Nine Mile Road is a mixture of 2-lane and 3-lane segments with paved shoulders. Our design includes a 4-lane typical section with paved shoulders, sidewalks, raised median, and roadside ditches as well as major intersection improvements throughout the corridor. The signalized intersections at Pine Forest Road and Fowler Avenue will be upgraded. Signals will include fiber optic communications and actuated pedestrian features. Open system drainage improvements will be included in the design along with the associated stormwater ponds to control and treat runoff from the roadway. Three joint-use stormwater ponds were selected and used for cost savings and improved right-of-way negotiations. Two of the ponds used were current regional ponds owned by Escambia County; the third was a joint-use pond with the former pond site owner's adjacent development.

Completion Date: 2018

Present Status of Project: Out for Bid **Cost of Project:** \$16.5 million **Key Personnel Participation:** Chad M. Friday, Project Manager Bryant A. King, PE – Project Engineer Travis N. Shannon, PE – Project Engineer Allen Schrumpf, PE – QA/QC Ben C. Faust, PE- Vice President-in-Charge

SR 390 Widening – Baldwin Road to Jenks Avenue Bay County, Florida

Category of Work: Stormwater Engineering, Roadway Design, Structural Engineering, Environmental Support Services, Surveying

This project included the design for 6-laning of SR 390 from CR 2313 (Baldwin Road) to Jenks Avenue in Bay County. SR 390 was a two lane rural roadway with paved shoulders. Our design included a 6-lane typical section with buffered bike lanes, sidewalks, raised median as well as major intersection improvements throughout the corridor. The signalized intersection at Jenks Avenue was upgraded along with an emergency flashing beacon at Jackson Way. Signals included fiber optic communications and actuated pedestrian features. Finally, closed system drainage improvements were included in the design along with the associated stormwater ponds to control and treat runoff from the roadway as well as the upgrade of an undersized box culvert. Survey tasks included a full DTM including off-site drainage and conveyances, sectional survey, utilities designating and VVH, and a control survey.

Completion Date: 2014 (Design) **Present Status of Project:** Awaiting Construction **Cost of Project:** \$11.7 million

Key Personnel Participation:

Bryant A. King, PE – Project Engineer Travis N. Shannon, PE – Project Engineer Chad M. Friday, PE- Project Engineer Allen W. Schrumpf, PE- QA/QC Ben C. Faust, PE- Vice President-in-Charge

Harrison Avenue Drainage Improvements

Santa Rosa County, Florida

Category of Work: Stormwater Engineering, Environmental Support Services, Surveying

DRMP recently completed a drainage study and retrofit project design for a 133 acre drainage basin that was subject to repeated flooding of streets, yards, homes and institutional structures. DRMP used adlCPR to evaluate the basin, define the existing Level of Service. Based on Santa Rosa County and FEMA requirements, DRMP recommended three alternative solutions and chose the design alternative with the highest cost/benefit ratio. The project was designed to avoid wetland impacts and to mitigate flooding for all properties except one. The project was completed on an accelerated schedule (less than 6 months NTP to submittal) in order to maintain eligibility for grant funding.

Completion Date: 2013 Present Status of Project: Completed Cost of Project: \$1.25 million Key Personnel Participation: Bryant A. King, PE – Project Engineer Travis N. Shannon, El – Staff Engineer

West Winthrop Avenue FEMA Emergency Repair

Escambia County, Florida Category of Work: Stormwater Engineering, Roadway Design, Structural Engineering, Construction Engineering and Inspection Services, Surveying

The initial stage of this project was to provide services including a Preliminary Engineering Assessment Report with cost estimate, photos, and pricing agreement for County to issue bids for Emergency Repairs to damage that occurred during the April 30th, 2014 storm event. The emergency repair was to restore essential traffic, minimize the extent of damage, and protect the remaining facilities downstream. The next phase of the project was to provide construction plans and construction engineering oversight of emergency repairs. DRMP submitted an opinion of estimated costs using County pricing agreement and included a balance line for the Contractor to satisfy all Federal Aid Guidelines

Completion Date: Ongoing

Present Status of Project: Under Construction Cost of Project: \$150,000

Change Orders: None Key Personnel Participation:

Bryant A. King, PE – Senior Drainage Engineer Jeff Lance, PSM- Survey Travis N. Shannon, PE- Drainage Engineer

Districtwide NPDES Contract

Florida Department of Transportation (FDOT), District Three

Category of Work: Stormwater Engineering, Environmental Support Services

FDOT District Three has employed DRMP to provide NPDES permit implementation and compliance services. Responsible tasks include Annual Report Updates, mapping, inspections, monitoring, Pollutant Loading Updates, Stormwater Retrofit Design, Coordination with Local Partners, Public Involvement. **Completion Date:** 2015

Present Status of Project: Completed Key Personnel Participation: Bryant A. King, PE – Project Manager Ben C. Faust, PE – Project Director Travis N. Shannon, PE – Project Engineer Victoria A. Howard, El- Staff Engineer

Professional Engineering Services Northwest Florida Water Management District (NWFWMD), Florida Category of Work: Stormwater Engineering, Environmental Support Services

DRMP has provided Professional Engineering Services for the NWFWMD Bureau of Environmental Resource Regulation, providing permit reviews, as-built certification and inspections, environmental field reviews, and technical support for administrative services.

Completion Date: Ongoing **Present Status of Project:** Active **Key Personnel Participation:** Bryant A. King, PE – Project Manager

Kinhega Drive Roundabout

Leon County, Florida Category of Work: Stormwater Engineering, Roadway Design, Traffic and Intersection Engineering, Environmental Support Services

The Kinhega Drive Roundabout is located in Leon County, Florida. The roadway is owned and operated by the Leon County Public Works Department. The Kinhega Drive Improvements represent the final segment of an interconnection improvement known as the Beech Ridge Trail Extension. DRMP, Inc. was the engineering consultant responsible for providing roadway design, stormwater drainage and collection system design, maintenance of traffic, lighting design criteria, signing and pavement markings design, permitting and utility coordination.

Completion Date: 2015

Present Status of Project: Completed **Cost of Project:** \$980,000 **Key Personnel Participation:** Bryant A. King, PE – Project Manager Ben Lennon, PE – Project Engineer Victoria Howard, El – Project Engineer Travis Shannon, PE – Project Engineer Ben C. Faust, PE- Vice President-in-Charge

SR 30A (US 98) at Clara Avenue

Bay County, Florida

Category of Work: Stormwater Engineering, Traffic and Intersection Engineering, Surveying

DRMP was responsible for the design, permitting, construction documents and post-design support for this project that provided signalization and drainage improvements which includes the addition of a fully operational traffic signal supported by mast arms at the intersection. The un-signalized T-intersection was experiencing a high number of crashes and it was determined that a signal was warranted to address this safety issue. The improvement required signing, striping, turn-lane addition, drainage improvements, and vehicular and pedestrian signal equipment design.

Completion Date: 2011

Present Status of Project: Completed **Cost of Project:** \$215,000 **Key Personnel Participation:** Chad Friday, PE – Roadway Engineer Bryant A. King, PE – Project Engineer Travis N. Shannon, PE – Project Engineer

7th Avenue Sidewalk Improvements

Leon County, Florida

Category of Work: Roadway Design, Traffic and Intersection Engineering, Environmental Support Services

DRMP is responsible for the preliminary engineering and design of sidewalk improvements along the northside of 7th Avenue from Gadsden Street to Colonial Drive providing connectivity to adjacent sidewalks at each end. The project was approximately 1,300 feet long with primarily 5-foot sidewalk with utility strip and transitions to a 6-foot sidewalk at the back of curb where required to avoid utilities and vegetation. Additional sidewalk, curb ramps and pedestrian signals were added at Gadsden Street for connectivity. The project involved pedestrian crosswalks, residential driveway design, utility relocations, and tree conflicts. Services also include: stormwater analysis and design, erosion control, utility relocation, and permitting.

Completion Date: 2016

Present Status of Project: Completed

Cost of Project: \$252,000

Change Orders: None

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Key Personnel Participation:

Travis N. Shannon, PE – Project Manager Ben Lennon, PE – Project Engineer Victoria Howard, EI – Staff Engineer Ben C. Faust, PE – Vice President-in-Charge Flipper Street Sidewalk- Design Revisions Leon County, Florida

Category of Work: Roadway Design, Traffic and Intersection Engineering, Environmental Support Services

This project included the design and permitting for the addition of sidewalks along 0.26 miles of Flipper Street from Campbell Street to Okaloosa Street. Sidewalks were designed to meet ADA standards and incorporated several of the new Public Right-of-way Accessibility Guidelines (PROWAG) into the project. The roadway was realigned in areas to avoid sensitive right-of-way impacts to allow room for sidewalk construction. Existing drainage ditches were piped to provide space for the sidewalk and improve functionality and aesthetics. Stormwater design and analysis, utility coordination, driveway reconstruction, tree mitigation and public involvement were also included.

Completion Date: 2017

Present Status of Project: Under Construction **Cost of Project:** \$306,000

Change Orders: None

Key Personnel Participation:

Travis N. Shannon, PE – Project Manager Ben Lennon, PE – Project Engineer Bryant A. King, PE – Project Director Ben C. Faust, PE- Vice President-in-Charge

SR 95 (US 29) Reconstruction

Escambia County, Florida

Category of Work: Stormwater Engineering, Roadway Design, Traffic, Structural, Environmental, Surveying

This project includes the design for 6-laning of SR 95 (US 29) from SR 8 (I-10) to 1/2 mile north of SR 10 (US 90A) Nine Mile Road in Escambia County and also includes design for replacement of the bridges at the unique non-limited-access interchange at Nine Mile Road. Specific tasks include design of a major interchange, addition of bike lanes, sidewalks, as well as major intersection improvements throughout the corridor. This project is on the Strategic Intermodal System (SIS) and was designed based on standards for the SIS Criteria. The signalized intersections, as well as the emergency flashing beacon at a volunteer fire department, will be upgraded. All signals will include fiber optic communication and actuated pedestrian features. Other tasks included preparing and writing an Access Management Plan and a Community Awareness Plan, as well as the compilation of Value Engineering Documentation and Design Documentation. This project also included extensive public involvement due to the Access Management Classification and the design speed of 50 miles per hour. Subsurface utility engineering (SUE) services were used at 169 to enhance the accuracy of the design. DRMP provided a complete design survey including a centerline alignment determination, a digital terrain model and drainage survey, cross sections, right-of-way survey including sectional surveys, boundary surveys for retention ponds.

Completion Date: 2016

Present Status of Project: Completed (Design) **Cost of Project:** \$49 million **Change Orders:** None

Key Personnel Participation:

Chad Friday, PE – Roadway Engineer Bryant A. King, PE – Project Engineer Travis N. Shannon, PE – Project Engineer Jeff Lance, PSM – Survey and SUE

Continuing General Planning Services West Florida Regional Planning Council (WFRPC)

Pensacola and Panama City, Florida

Category of Work: Traffic and Intersection Engineering DRMP provided continuing contract for General Planning Services for the Florida-Alabama, Okaloosa-Walton and Bay County Transportation Planning Organizations (TPOs). DRMP tasks under this contact included:

- Regional Freight Network Plan for FL-AL, Okaloosa-Walton & Bay County TPOs
- SR 77 Corridor Management Plan
- SR 85 Corridor Management Plan
- Bus 98 Corridor Management Plan
- Beal Parkway Corridor Management Plan
- Bay County Long-Range Transportation Plan
- Bay County Transit Plan Major Update
- Regional ITS Plan for FL-AL, Okaloosa-Walton & Bay County TPOs

Completion Date: 2011 Present Status of Project: Completed Cost of Project: n/a Change Orders: None Key Personnel Participation: John Alaghemand, PE- Project Manger Ben C. Faust, PE- Vice President-in-Charge

Front Beach Road Community Redevelopment Agency Panama City Beach, Florida Category of Work: Roadway Design, Traffic and Intersection Engineering, Construction Engineering and Inspection Services

DRMP provided Program Management for a full-service staff extension contract with the City of Panama City Beach. Major responsibilities Included complete staffing, oversight and administration for the planning, financing, design and construction of \$400M in capital project improvements, including roadway, drainage, utility, streetscape, parking structures, transit planning and operation, and development and coordination of public/private partnership projects. Also included the oversight and administration of a significant eminent domain acquisition program. Administration duties included building and maintaining the work program and budget, schedule, and manpower management, funds coordination, and oversight for a full range of consultant service providers.

Completion Date: 2012 Present Status of Project: Completed

5. Areas of Expertise

Cost of Project: \$28 million **Change Orders:** <3%, due to expanded scope **Key Personnel Participation:** John Alaghemand, PE- Project Manger Ben C. Faust, PE- Vice President-in-Charge

SR 10 (US 90) over Yellow River Bridge Replacement Okaloosa County, Florida

Category of Work: Structural Engineering, Surveying

This project involved the replacement of the existing twolane structurally deficient and scour critical bridge over the Yellow River just west of the City of Crestview in Okaloosa County, Florida. As with the proposed bridge, hydraulics established key parameters that influenced the proposed bridge length and structural design. Hydraulic considerations dictated bridge length and low member elevations. In order to obtain the FEMA No-Rise Certification for the predicted flows the bridge was extended approximately 87 feet. The final bridge length of the project was 1617-feet compared to the existing 1530-feet and consists of precast concrete beams on drilled shaft foundations.

Completion Date: 2013 (design)

Present Status of Project: Under Construction

Cost of Project: \$1.8 million

Change Orders: None

Key Personnel Participation:

Michael J. Leo, PE- Project Manger Ben C. Faust, PE- Vice President-in-Charge Bryant A. King, PE – Stormwater Chad M. Friday, PE- Project Engineer Jeffrey R. Lance, PSM- Survey

SR 8 (I-10) ITS from East of SR 87 to West of SR 90 I-10 Across Florida Panhandle Category of Work: Construction Engineering and Insper

Category of Work: Construction Engineering and Inspection Services

DRMP was responsible for Construction Engineering and Inspection of the SR 8 (I-10) ITS Project from East of SR 87 to West of SR 90. The project included installation of fiber optic cable (FOC) and associated ITS infrastructure along 223 miles of District Three roadway. ITS Infrastructures installed include closed circuit television cameras (CCTV), dynamic message signs (DMS), network equipment, detection systems, road weather information systems (RWIS), Regional Transportation Management Center (RTMC) facility renovations, RTMC hardware and software systems deployment and integration with ITS systems in the adjacent regions of Pensacola and Tallahassee.

Completion Date: 2016 Present Status of Project: Completed Cost of Project: \$24 million Change Orders: None Key Personnel Participation: Erica T. Jernigan, PE- Project Manager

DRMP has expertise in the following areas: Stormwater, Water and Sewer, Park & Recreation, Roadway Design, Environmental, Solid Waste, Structures, Traffic & Intersections, Facility Management, CEI, Surveying and Mapping, GIS, Drainage Design, Permitting and Grant Writing. Our subconsultants are experts in Geotechnical, Materials Testing and Coastal Engineering. Please see Section 4. Specific Accomplishments for a listing of projects verifying our expertise.



6. Project Management Organization

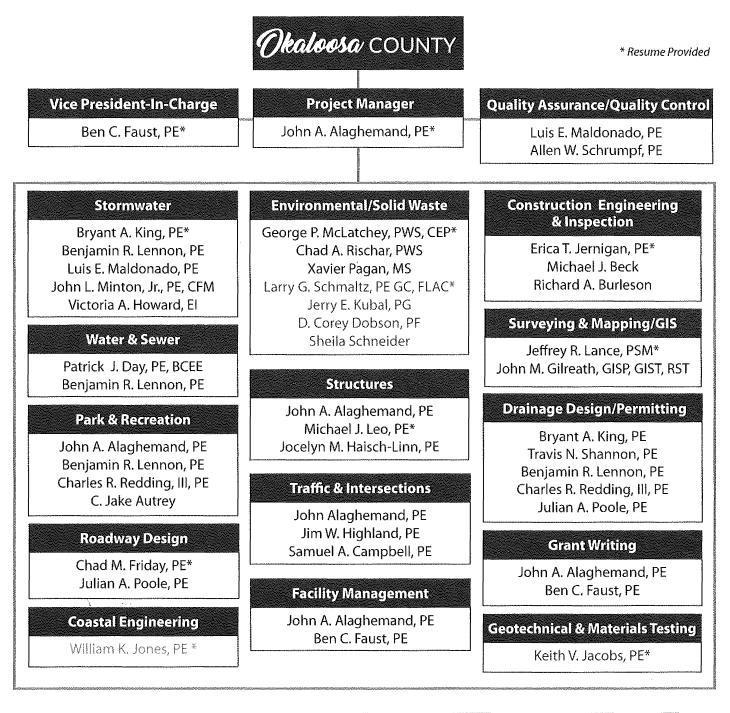
Name	Role	Education	Workload	Experience
John A. Alaghemand, PE	Project Manager / Park & Recreation / Structures / Traffic & Intersections / Facility Management / Grant Writing	MS in Engineering BS in Civil Engineering	50%	32 Years
Ben C. Faust, PE	Vice President-in-Charge / Facility Management / Grant Writing	BS in Engineering	50%	27 Years
Luis E. Maldonado, PE	Quality Assurance / Quality Control / Stormwater	BS in Civil Engineering	50%	32 Years
Allen W. Schrumpf, PE	Quality Assurance / Quality Control	Bachelor of Engineering	65%	42 Years
Bryant A. King, PE	Stormwater / Drainage Design / Permitting	Master of Engineering	50%	25 Years
Benjamin R. Lennon, PE	Stormwater / Water & Sewer / Park & Recreation / Drainage Design / Permitting	BS in Environmental Engineering	70%	14 Years
John L. Minton Jr., PE, CFM	Stormwater	BS in Civil Engineering	50%	23 Years
Victoria A. Howard, El	Stormwater	MS in Civil Engineering	75%	5 Years
Patrick J. Day, PE, BCEE	Water & Sewer	MS in Civil Engineering	65%	22 Years
Charles R. Redding, III, PE	Park & Recreation / Drainage Design / Permitting	Bachelor of Civil Engineering	50%	42 Years
C. Jake Autrey	Park & Recreation	BS in Civil Engineering	70%	2 Years
Chad M. Friday, PE	Roadway Design	BS in Civil Engineering	50%	12 Years
Julian A. Poole, PE	Roadway Design / Drainage Design / Permitting	BS in Civil Engineering	65%	7 Years
George P. McLatchey, PWS, CEP	Environmental / Solid Waste	MS in Soil and Water Science / Environmental Engineering Sciences	50%	22 Years
Chad A. Rischar, PWS	Environmental / Solid Waste	BS in Environmental Science	65%	14 Years
Xavier Pagan, MS	Environmental / Solid Waste	MS in Biology	60%	17 Years
Michael J. Leo, PE	Structures	MS in Civil Engineering	55%	24 Years
Jocelyn M. Haisch-Linn, PE	Structures	MS in Civil Engineering	55%	18 Years
Jim W. Highland, PE	Traffic & Intersections	BS in Civil Engineering	50%	17 Years
Samuel A. Campbell, PE	Traffic & Intersections	BS in Civil Engineering	65%	6 Years
Erica T. Jernigan, PE	Construction Engineering and Inspection	BS in Civil Engineering	50%	8 Years
Michael J. Beck	Construction Engineering and Inspection	High School Diploma	75%	40 Years
Richard A. Burleson	Construction Engineering and Inspection	High School Diploma	70%	29 Years
Jeffrey R. Lance, PSM	Surveying & Mapping / GIS	BS in Surveying and Mapping	50%	27 Years
John M. Gilreath, GISP, GIST, RST	Surveying & Mapping / GIS	MS in Geosciences – GIS/Remote Sensing	50%	15 Years
Travis N. Shannon, PE	Drainage Design / Permitting	BS in Civil Engineering	50%	12 Years
Larry G. Schmaltz, PE GC, FLAC		BS in Civil Engineering	65%	37 Years
Jerry E. Kubal, PG	Environmental / Solid Waste	MS in Environmental Engineering	70%	40 Years
D. Corey Dobson, PF	Environmental / Solid Waste	BS in Geology	65%	15 Years
Sheila Schneider	Environmental / Solid Waste	MS in Construction Management	75%	25 Years
William K. Jones, PE	Coastal Engineering	MS in Physical Oceanography	65%	30 Years
Keith Jacobs, PE	Geotechnical & Materials Testing	BS in Civil Engineering	70%	16 Years



RFO PW 51-18

GENERAL ENGINEERING SERVICES for Okaloosa County Public Works





SUBCONSULTANTS

\Lambda Rhumbline Consultants, PLLC

Larry M. Jacobs and Associates, Inc. [SBE]

NOVA Engineering and Environmental, LLC



John A. Alaghemand, PE Project Manager / Park & Recreation / Structures / Traffic &

Intersections / Facility Management / Grant Writing John A. Alaghemand, PE serves as a Senior Project Manager for DRMP's Panama City office. His responsibilities include working with cities, counties and other government agencies for the development and implementation of their transportation, stormwater/environmental, utilities, surveying, planning and land development programs.

The majority of Mr. Alaghemand's experience was gained while working for Bay County and the City of Panama City Beach, Florida. He served as Program Manager for the Panama City Beach Community Redevelopment Agency (CRA) and was responsible for advanced professional, technical, administrative and managerial duties and coordinating and supervising technical engineering services to advance the programs and goals of the CRA. Major functions included administration, planning, engineering, right-of-way acquisition, community involvement, state and local coordination, construction management, construction inspection, infrastructure operations and maintenance, transportation concurrency and development review. During his employment with Bay County, he was director and/or manager of the traffic engineering, transportation and technology and public works departments. He served as a civil engineer, bridge engineer, construction manager, project manager, research and development manager, and grant writer/coordinator for a wide variety of improvement projects.

RELEVANT PROJECT EXPERIENCE

Continuing Professional Engineering Services, City of Callaway, Florida: Project Manager for a wide variety of public works projects including: surveying, roadway design/review, stormwater design/review, utility design/review, environmental permitting, planning, development review, driveway permitting, construction inspection, and grant writing/monitoring.

Signalization Consultant Continuing Services, Escambia County, Florida: Project Manager providing enhanced traffic operations, traffic engineering, transportation planning, as well as related duties, functions, and services in support of traffic signalization, retiming and overall traffic operations throughout Escambia and Santa Rosa Counties. Agency coordination is a large part of this contract including the counties, various cities within those counties and specifically the City of Pensacola's Advanced Traffic Management System contract to ensure ongoing



Years of Experience 32 Total 6 With Firm **Professional Registration** Professional Engineer No. 48166, Florida, 1994 Education Master of Science in Engineering, University of Louisiana at Lafayette, 1983 Bachelor of Science in Civil Engineering, University of Louisiana at Lafayette, 1981 **Professional Affiliation** American Public Works Association Florida Engineering Society Institute of Transportation Engineers International Municipal Signal Association Chairman of Bay County Transportation Planning Organization Technical Coordinating Committee (1990-2006) Liaison Committee Member, Transportation Regional Impact Program (2010)Vice President, Gulf Coast Chapter of the Florida Engineering Society (2009) President, Gulf Coast Chapter of the Florida Engineering Society (2010) President, Institute of Transportation Engineers, Emerald Coast Chapter (2016, 2017)

efforts stay on schedule. Tasks include signal retiming, field visits, gualitative assessments and presentations to the Transportation Planning Organization (TPO).

Continuing Professional Engineering Services, Bay County, Florida: Project Manager for a wide variety of public works projects, including: surveying, roadway design/review, stormwater design/review, utility design/review, environmental permitting, planning, development review, driveway permitting construction inspection and grant writing/monitoring.

Continuing Professional Engineering Services, City of Callaway, Florida: Project Manager for a wide variety of public works projects including: surveying, roadway design/review, stormwater design/review, utility design/review, environmental permitting, planning, development review, driveway permitting construction inspection and grant writing/monitoring.Highway Safety Grant for Signs/Markings Equipment, City of Panama City Beach, Florida: DRMP prepared a 2008 Safety Grant Application in the amount of \$29,000 to implement a sign making program for City of Panama City Public Works Department. The funding application was approved by the State of Florida Safety Office in fiscal year 2008/2009.

BRMP Ben C. Faust, PE Vice President-in-Charge / Facility Management / Grant Writing

Ben C. Faust, PE is a Vice President of DRMP and Area Leader for oversight of DRMP's engineering operations in the Florida Panhandle. He serves as the project manager for a range of major and minor projects for state, municipal and private clients. His experience includes all phases of project development from planning and programming, through design and land acquisition to final construction.

RELEVANT PROJECT EXPERIENCE

Continuing Professional Engineering Services, City of Callaway, Florida: Vice President-in-Charge for a wide variety of public works projects including: surveying, roadway design/review, stormwater design/review, utility design/ review, environmental permitting, planning, development review, driveway permitting, construction inspection, and grant writing/monitoring.

Signalization Consultant Continuing Services, Escambia County, Florida: Vice President-in-Charge providing enhanced traffic operations, traffic engineering, transportation planning, as well as related duties, functions, and services in support of traffic signalization, retiming and overall traffic operations throughout Escambia and Santa Rosa Counties. Agency coordination is a large part of this contract including the counties, various cities within those counties and specifically the City of Pensacola's Advanced Traffic Management System contract to ensure ongoing efforts stay on schedule. Tasks include signal retiming, field visits, qualitative assessments and presentations to the Transportation Planning Organization (TPO).

Continuing Professional Engineering Services, Bay County, Florida: Vice Presidentin-Charge for a wide variety of public works projects, including: surveying, roadway design/review, stormwater design/review, utility design/review, environmental permitting, planning, development review, driveway permitting construction inspection and grant writing/monitoring.

Continuing Professional Engineering Services, City of Callaway, Florida: Vice President-in-Charge for a wide variety of public works projects including: surveying, roadway design/review, stormwater design/review, utility design/ review, environmental permitting, planning, development review, driveway permitting construction inspection and grant writing/monitoring.Highway Safety Grant for Signs/Markings Equipment, City of Panama City Beach, Florida:



Years of Experience 27 Total 17 With Firm

Professional Registration Professional Engineer No. 52624, Florida, 1999

Education

Bachelor of Science in Engineering, University of Central Florida, 1991

Certification

Advanced Highway Safety Manual Training Work Zone Traffic Control

Professional Affiliation

Transportation Committee , American Council of Engineering Companies D3 ACEC/FDOT Liaison Committee Chair State Director for Gulf Coast Chapter, Florida Engineering Society, 2008 - 2011 President, Gulf Coast Chapter, Florida Engineering Society, 2006 - 2008 Institute of Transportation Engineers Emerald Coast Chapter Society of American Military Engineers Panama City Post

DRMP prepared a 2008 Safety Grant Application in the amount of \$29,000 to implement a sign making program for City of Panama City Public Works Department. The funding application was approved by the State of Florida Safety Office in fiscal year 2008/2009.

Continuing Professional Engineering Services, Panama City, Florida: Vice President-in-Charge for a wide variety of public works projects on an as-needed basis including: surveying, roadway design/review, stormwater design/ review, utility design/review, environmental permitting, planning, development review, driveway permitting, construction inspection, and grant writing/monitoring.

Professional Engineering Services for Construction, Renovations and Expansion Projects, City of Pensacola, Florida: Vice President-in-Charge for a wide variety of public works projects on an as-needed basis including: surveying, roadway design/review, stormwater design/review, utility design/review, environmental permitting, planning, development review, driveway permitting, construction inspection, and grant writing/monitoring.

Bryant A. King, PE Stormwater / Drainage Design / Permitting

Bryant A. King, PE is a Vice President and the Engineering Department Manager of DRMP's Tallahassee office and is responsible for overseeing all engineering work, both public and private. Prior to his relocation to Tallahassee, Mr. King was a Senior Project Manager in the Water Resources department in Orlando, where he was responsible for water resource planning, drainage design, permitting, water quality studies and other stormwater related design projects for both public and private clients. He has been responsible for numerous stormwater and drainage related projects including stormwater retrofits, stormwater master plans, roadway drainage design and bridge hydraulic reports.

RELEVANT PROJECT EXPERIENCE

Outdoor Recreational Facilities Continuing Services Contract, Florida Fish and Wildlife Conservation Commission (FWC), Statewide, Florida: Project Manager responsible for civil design, permitting, and project management of task work orders assigned on an as needed basis. Project assignements include office additions, hydrologic restoration, restroom renovations, and maintenance shops, trailheads and wildlife viewing structures, roads, parking lots, restrooms, utilities, minor bridges, minor commercial structures and boardwalks. Projects are located on wildlife management areas and occur in a variety of sensitive environments including wetlands. Innovative project approaches are applied to avoid impacts to the existing natural systems.

- Escribano Point Hydrologic Restoration, Santa Rosa County, Florida: Project Manager responsible for the design of hydrolic solution for an impacted sensitive area on FFWC property in Santa Rosa County. The design included the addition of several culverts and a bridge crossing as well as the demolition of several roads.
- Escribano Point Erosion Control, Santa Rosa County, Florida: Project Manager responsible for the design of an erosion control solution for an eroded shoreline on Blackwater Bay in Santa Rosa County. Project design included site plan, environmental and user and aesthetic constraints in order to provide a solution to historic trees and variable shoreline.

Continuing Professional Engineering Services for Districts One and Two, FDEP Office of Greenways and Trails, Florida: Project Manager in support of engineering services provided for park development/improvements on an as needed basis. Services include design, permitting and construction administration for paving, wastewater systems, bridges, locks, bathhouses, entrance stations, and historical restoration/renovation.

 St. Joseph State Park Waterline Improvements, Gulf County, Florida: Project Manager for the design, permitting, bid and construction administration services of a new waterline location going to the entry station from the shop building area and from the Gulf Breeze Campground to the Sandy Dunes Campground and to the Cabins and Park residences. Services included:



Years of Experience 25 Total 21 With Firm

Professional Registration

Professional Engineer No. 51994, Florida, 1997 Professional Engineer No. 030683, Georgia, 2005 Professional Engineer No. 38301, North Carolina, 2011 Professional Engineer No. 29595, South Carolina, 2012

Certification

Level II Certified Design Professional, No. 44943, Georgia Soil and Water Conservation Commission, 2007

Education

Masters of Engineering, University of Florida, 1996

Bachelors of Science in Civil Engineering, University of Florida, 1991

Software Aptitude

adICPR XP-SWMM HEC-RAS ASAD

Professional Affiliation

Florida Engineering Leadership Institute – Class of 2012 American Society of Civil Engineers Florida Engineering Society, Big Bend Chapter (President, 2016-2017) Florida Stormwater Association

utility design, subsurface utility engineering, surveying, utility permitting and site inspection.

 Manatee Springs State Park, Levy County, Florida: Project Manager for the design and relocation of water and sewer distribution systems inclusive of a lift station and a secondary treatment system for a 40 site campground. Also completed all associated permitting and design effort with the campground improvements as well.

BRMP George P. McLatchey, PWS, CEP Environmental / Solid Waste

George P. McLatchey, PWS, CEP has served as Department Manager for DRMP's Ecological and Environmental Sciences Department since 1998 and has been a principal field investigator, staff supervisor, and project manager on several hundred projects. He has extensive experience in all aspects of federal and state permitting, National Environmental Policy Act (NEPA) compliance, including Wetland Evaluation Reports (WER), Endangered Species Biological Assessments (ESBA), and Essential Fish Habitat Assessments (EFHA). He is a certified Professional Wetland Scientist (PWS) and Certified Environmental Professional (CEP).

His areas of specialization include federal, state and local environmental permitting, mitigation design, wetland jurisdictional delineations and evaluations, listed species studies/relocation, ecological monitoring, lake water quality studies, and alternative corridors/alignment analysis. He has worked extensively on various public and private projects and has been involved with the environmental aspects of the planning, design and permitting of these projects. This project experience has given him strong qualifications in the PD&E and EIS process, corridor and alternative analysis, wetland and wildlife evaluations, mitigation design, public involvement, and permitting.

RELEVANT PROJECT EXPERIENCE

Brevard County Continuing Environmental Consulting Services Contract: DRMP has held the Professional Environmental Consulting Services Contract with Brevard County since 2009. Served as Project Manager to oversee a multi-disciplined team. Project assigned under these contracts have included environmental services such as sea grass restoration and monitoring; wetland delineation, permitting, and mitigation; water quality monitoring.

SR 8 (I-10) Environmental Permitting, FDOT District Three, Okaloosa County, Florida: Environmental Project Manager (subconsultant to AVCON) for wetland, listed species, SWPPP and permitting for roadway improvements.

SR75 (US 231), FDOT District Three, Jackson County, Florida: Environmental Project Manager for wetland, wildlife habitat and listed species studies, and associated permitting. Performed environmental analysis for permitting and conducted agency coordination.

SR 30 (US 98), FDOT District Three, Gulf County, Florida: Environmental Project Manager responsible for wetland, wildlife habitat and listed species evaluation, and associated permitting for proposed roadway improvements. Tasks included wetland jurisdictional determinations and evaluations, listed species studies, agency coordination, drainage consultation, and state and federal permitting.

Districtwide Environmental Permitting Services Contract No. C-9065, FDOT District Five, Various Counties, Florida: Project Manager for a 5-year contract providing environmental services for the Department's Environmental Permitting Office. Provided project oversight for a multi-discipline team that reviews environmental



Years of Experience 22 Total 20 With Firm

Certification

Certified Environmental Professional No. 10050430, Academy of Board Certified Environmental Professionals, 2010 Professional Wetland Scientist, No. 1259, Florida, 2000 Certified Professional in Erosion and Sediment Control, No. 2151, Florida 2000 Authorized Gopher Tortoise Agent, No. GTA-09-00220b

Education

Master of Science in Soil and Water Science/ Environmental Engineering Sciences, University of Florida, 1995

Bachelor of Science in Microbiology, University of Florida, 1991

Publication/Presentation

Introduction to State and Federal Wetland Permitting Policies and Procedures, American Public Works Association, 2007

Regulation of Organic Matter Decomposition and Nutrient Release in a Wetland Soil; Journal of Environmental Quality, September 1998

Professional Affiliation

Society of Professional Wetland Scientists USACE Certified Wetland Delineator Florida Association of Environmental Professionals

permit applications and construction plans associated with FDOT District Five roadway design projects. Mr. McLatchey oversees other environmental as-needed services including wetland flagging, listed species surveys, mitigation planning, coordination with various regulatory agencies, and preparation of Environmental Resource Permit (ERP) applications for in-house FDOT projects.



Erica T. Jernigan, PE

Construction Engineering & Inspection

Erica T. Jernigan, PE has eight years of experience in construction for roadway and bridge project. She is experienced in performing services as a Project Administrator and Senior Project Engineer. Her duties in this capacity include oversight of: inspection of construction activities, project coordination with Contractor's personnel and utility owners, and with owner and maintaining agencies, project records preparation and documentation, and NPDES/SWPPP and maintenance of traffic inspection and documentation.

WORK HISTORY

DRMP, Inc. (Sep 2013 – Present): Ms. Jernigan currently serves as a Senior Project Engineer. She has a wide range of experience in working on projects in FDOT District Three. Specific project experience includes:

- SR 30 (US 98) Widening from Emerald Bay to Tang-O-Mar Drive, Walton County, Florida: Ms. Jernigan serves as Senior Project Engineer. The \$42,140,000 improvements project consist of the widening and reconstruction of SR 30 (US 98) from the existing 4-lane rural roadway typical section to a 6-lane urban roadway typical section. The project is 3.37 miles long. Reference: Bill Timpner, (850) 836-5796
- SR 8 (I-10) at SR 95 (US 29) Phase 1 Improvements, Escambia County, Florida: Ms. Jernigan serves as Senior Project Engineer. The scope of work for this \$8.5 million dollar project includes road and bridge widening and new construction, drainage improvements, installation of a new traffic signal, pond construction, high-mast lighting and cantilever sign installation. Reference: Dominic Richard (386) 943-5555
- Hutchinson Street, Destin, Florida: Ms. Jernigan served as the Senior Project Engineer on this urban roadway reconstruction LAP project. Work included milling and resurfacing, pedestrian improvements, minor drainage improvements, and other associated improvements. Reference: City of Destin Florida, Joe Bodi (850) 837-4242
- SR 10 (US 90) Macavis Bayou Bridge Replacement Project, FDOT District Three: Ms. Jernigan served as the Senior Project Engineer on this bridge replacement project. Work included construction of a temporary detour, a temporary acrow bridge, utility coordination and construction, and construction of a new bridge structure. Reference: Brian Tew (850) 981-2715
- SR 8 (I-10) ITS from east of SR 87 to west of SR 90, FDOT District Three, Florida: Ms. Jernigan served as the Senior Project Engineer and Project Administrator on this design-build ITS project. This project provided a fiber optic cable communication distribution facility and other ITS equipment/infrastructure beginning at the Pensacola Freeway Management System terminus east of SR 87 in Santa Rosa County to just west of SR 10 (US 90) in Gadsden County. The new ITS facility will connect the Pensacola ITS system with both the Tallahassee Freeway Management System and the Bay County Advanced Transportation Management System. Reference: Billy Robinson (850) 836-5713.
- South Old Corry Field Road Emergency Repairs, Escambia County, Florida: Ms. Jernigan served as the Senior Project Engineer for this Escambia County Emergency Repair project. The scope of work included guardrail installation base, drainage, and roadway construction.

Years of Experience 8 Total 4 With Firm

TIN J652218866690

Registration

Professional Engineer No. 77981, Florida, 2014 Professional Engineer No. 34381, Alabama, 2014

Education

Bachelor of Science in Civil Engineering, Auburn University, 2009

CTQP

Asphalt Paving Technician - Levels I & II Final Estimates – Levels I & II QC Manager

FDOT

Advanced Maintenance of Traffic Critical Structures – Self Study

Other Certifications

Florida Stormwater Control Inspector OSHA -30-Hour Construction Safety & Health

ALDOT

Radiological Safety Roadway Technician Hot-Mix Asphalt - Level I

Jeffrey R. Lance, PSM Surveying & Mapping / GIS

Jeffrey R. Lance, PSM serves as DRMP's Survey Manager for the Chipley office. In addition, he is responsible for the management of all FDOT District Three survey services and continues to support the firm, statewide, with geodetic surveying support and training.

Mr. Lance has extensive expertise in providing government agencies and private sector clients with specialized surveying and mapping. His experience includes geodetic surveying, specializing in global positioning system (GPS) applications and network adjustment including Precise Leveling, automated hydrographic surveying, geographic information system (GIS) applications and traditional land surveying. His GPS experience has involved all phases of the system and has ranged from small-scale photogrammetric control projects to county and statewide control densification projects.

RELEVANT PROJECT EXPERIENCE

Districtwide Right of Way Mapping Consultant Contract No. C8X92, FDOT District Three, Florida: Project Manager responsible for management of a task work orderbased contract to provide preparation of certified right of way control survey maps, maintenance maps, TIITF sketches, final right of way maps, legal property descriptions, preparation of documents and review maps and legal descriptions prepared by the Department or by other consultants.

Districtwide Survey Consultant Services Contract No. C8Y74, FDOT District Three, Florida: Project Manager responsible for management of a task work orderbased contract to provide miscellaneous surveying services related to preliminary engineering, right of way and maintenance on various type roadway projects.

Intracoastal Waterway Mapping Project, The St. Joe Company, Gulf, Bay and Walton Counties, Florida: Project Manager for this survey that extended from Choctawhatchee Bay in Walton County to Lake Wimico in Gulf County. The project area also included the Gulf County canal from Port St. Joe north to the Intracoastal Waterway. This project was performed to map the locations of St. Joe

ownership adjacent to the Waterway throughout the length of the canals. Of importance was the contiguity of St. Joe ownership and the identification of gores, gaps, overlaps, hiatus' of descriptions and of non-St. Joe ownership – mostly federal lands used for spoil sites. A field survey was performed with GPS to geo-reference selected section corners and to refine the mapping product, ESRI, shapefile conversions. The products were delivered as an ESRI ArcGIS 9.2 product.

SR 10 (US 90) over Yellow River Bridge Replacement, FDOT District Three, Okaloosa County, Florida: Survey manager responsible for design survey including a channel survey for bridge replacement, alignment re-establishment, utilities location and verify vertical and horizontal hole (VVH) locations.

District Wide Miscellaneous Safety Contract, FDOT District Three, Florida: Survey Manager responsible for providing surveying services for a variety of safety projects throughout the District. These projects included turn lane additions, signalization, drainage, sidewalks and lighting. Specific survey services included horizontal and vertical control, alignment determination, DTM topography, location of utilities and cross-sections.

SR 83 (US 331), Walton County in cooperation with FDOT District Three, Florida: Survey manager responsible for full design survey and DTM, wetlands, pond sites and a control survey along the 4.8-mile corridor.



Years of Experience 27 Total 17 With Firm

Professional Registration

Professional Surveyor and Mapper, No. LS5657, Florida, 1996 Professional Land Surveyor, No. 34544, Alabama, 2014

Education

Bachelor of Science in Surveying and Mapping, University of Florida, 1990

Software Aptitude

AutoCAD/Civil 3D CAiCE Visual Transportation Electronic Field Book Processing (EFBP) Trimble Business Center Vector TopoDot

Professional Affiliation

Florida Surveying and Mapping Society National Society of Professional Surveyors



Michael J. Leo, PE Structures

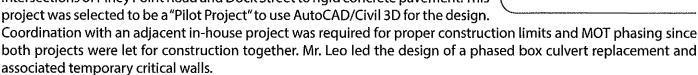
Michael J. Leo, PE serves as Department Manager and Senior Project Manager in DRMP's Structures Department. He has been involved in all phases of design, from preliminary engineering to the final design of highway-related structures for conventional and design/build projects. As a structural Project Manager, he is responsible for the preparation of preliminary and final design calculations and plans production on rehabilitation, bridge replacement and new bridge projects.

Specific responsibilities have included the design and analysis of both superstructure and substructure of various bridge types. Superstructure design has included flat slabs, pretensioned girders, precast slab units, double tees, post-tensioned bulb-T girders and steel plate girders. Substructure design experience includes conventional reinforced concrete piers, pile bents, post-tensioned caps, precast post-tensioned columns and ship impact analysis. Other duties include quality assurance; design of box culverts, custom drainage structure, mast arms and sheet pile; load ratings; bridge inspection and report preparation; cost estimates; proposal preparation; quantity takeoffs and shop drawing review.

RELEVANT PROJECT EXPERIENCE

SR 390 Widening, FDOT District Three, Bay County, Florida: Structural Project Manager and Engineer of Record for the 6-lane widening design of SR 390 from CR 2313 (Baldwin Road) to Jenks Avenue in Bay County from a 2-lane rural roadway with paved shoulders to a 6-lane roadway with bike lanes, sidewalks, raised median as well as major intersection improvements throughout the corridor. Mr. Leo led the design of miscellaneous structures including a new box culvert, a box culvert extension, temporary critical walls to allow for construction of the culverts while maintaining traffic and permanent walls.

SR 45 (US 41/Tamiami Trail) at Piney Point Road Intersection Improvements, FDOT District One, Manatee County, Florida: Structural Project Manager and Engineer of Record for reconstruction of the existing US 41 4-lane rural roadway at the intersections of Piney Point Road and Dock Street to rigid concrete pavement. This project was selected to be a "Pilot Project" to use AutoCAD/Civil 3D for the design.



SR 397 (John Sims Parkway) over Toms Bayou Bridge Replacement, FDOT District Three, Okaloosa County, Florida: Structural Project Manager and Engineer of Record for this bridge replacement project responsible for the design and plans preparation for the new northbound bridge which will replace the existing functionally obsolete northbound bridge(No. 570055). The bridge will span over Toms Bayou in eight 72-foot spans and two 54-foot spans for a total bridge length of 684-feet. The superstructure consists of four Florida-I 36 Beams spaced at 12-foot, 3-inches with 5.75-foot overhangs on 24-inch piles. The beams support an 8.5-inch cast-in-place composite reinforced concrete deck. The total superstructure depth is 3-foot, 11-inches, including an 8.5-inch deck, 2.5-inch buildup and a 3-foot beam. The deck will accommodate two 12-foot lanes, an 8-foot shoulder and a 5-foot barrier protected sidewalk. This project includes the bolstering of existing revetments to resist wave impacts. Project also included: field survey, geotechnical investigation and hydraulic analysis, roadway design, traffic control design, drainage design, environmental permitting and public involvement.



Years of Experience 24 Total 12 With Firm

Professional Registration

Professional Engineer No. 50616, Florida, 1996 Professional Engineer No. 39542, North Carolina, 2012 Professional Engineer No. 30864, South Carolina, 2013

Education

Master of Science in Civil Engineering, University of Central Florida, 1992 Bachelor of Science in Civil Engineering, University of Central Florida, 1990

Professional Affiliation

American Society of Civil Engineers ASCE East Central Branch Structural Technical Group Board of Directors 2000-2004 ASCE Younger Members Forum President 1993-1994 American Concrete Institute

B DRMP

Chad M. Friday, PE Roadway Design

Chad M. Friday, PE serves as a Project Manager for DRMP's Pensacola office. He is experienced with roadway reconstruction, widening, milling and resurfacing, drainage, signing and pavement markings, and signalization. He performs duties as a Project Manager/Engineer on a variety of roadway projects for the Florida Department of Transportation as well as local municipalities. His project management duties include overseeing projects from concept to completion, including client and subconsultant coordination, roadway plans production, QA/QC Reviews, and project scheduling and budgeting.

RELEVANT PROJECT EXPERIENCE

SR 87 Widening, FDOT District Three, Santa Rosa County, Florida: Engineer of Record for the widening of SR 87 from two lanes to four lanes from end of the 4-lane section to south of Coldwater Creek. The new roadway typical section will have four lanes with shoulders and is a designated Hurricane Evacuation Route. Two new bridges were designed and the signalized intersection at Langley Street was upgraded to accommodate the new typical section. The design includes drainage improvements, surveying and mapping, MOT, signing and pavement marking, utility coordination and public involvement.

Districtwide Miscellaneous Minor Safety Design Contract C-8U52, FDOT District Three: Project Engineer for a variety of safety projects throughout the District. These projects included, turn lane additions, signalization, drainage, sidewalks and lighting. Responsible for managing multiple task work orders simultaneously for this important safety contract. Task Work Orders assigned included safety studies for intersections, segments and high risk rural roads (HRRR).



Years of Experience 12 Total 12 With Firm

Professional Registration

Professional Engineer No. 73250, Florida, 2011 Professional Engineer No. 31949, Alabama, 2011

Education

Bachelor of Science in Civil Engineering, Auburn University, 2006

Software Aptitude MicroStation GEOPAK AutoCAD Civil 3D GuidSIGN AutoTURN

- CR 2 HRRR, Walton County, Florida: Served as Project Engineer for this 6.459-mile project which includes the addition of 4-foot paved shoulders for this county road that had been designated as a "High Risk Rural Road." This project included construction plans and multiple drainage and safety improvements.
- CR 197 HRRR, Santa Rosa County, Florida: Served as Project Engineer for this 2.879-mile project which includes the addition of 4-foot paved shoulders for this county road that had been designated as a "High Risk Rural Road." This project included construction plans and multiple drainage and safety improvements.

District Wide Miscellaneous Safety Contract C-8031, FDOT District Three: Project Engineer for a variety of safety projects throughout the District. These projects included turn lane additions, signalization, drainage, sidewalks and lighting. Mr. Friday provided design support services for as many as eight assignments at any one time for this important safety contract.

- SR 95 (US 29/Palafox Street), FDOT District Three, Escambia County, Florida: Served as Project Engineer in the design of this 0.5-mile project, which included the addition of sidewalk along the west side of SR 95 from Massachusetts Ave. to Brent Lane.
- SR 292 at Waycross Avenue, FDOT District Three, Escambia County, Florida: Served as Project Engineer in the design of this 0.5-mile project, which included the addition of a center turn lane along SR 292 as well as the implementation of drainage improvements.
- SR 173 at Bellview Avenue, FDOT District Three, Escambia County, Florida: Served as Project Engineer in the design of this 0.5-mile project, which included the addition of a center turn lane along SR 173 as well as the implementation of drainage improvements.

NOVA

LARRY G. SCHMALTZ, PE, GC, FLAC Environmental / Solid Waste

PROFESSIONAL EXPERIENCE

Larry Schmaltz has over 37 years' experience in engineering and construction management with the past twenty-nine years devoted to the hazardous materials industry. During his career he has been responsible for well over \$250 million of assessment, remediation and civil/environmental engineering projects for commercial, industrial and governmental clients. His experience includes project operations management, personnel management, development of site contamination assessments and remedial action plans, preparation of remediation reports, solid waste engineering, construction materials reports, indoor air quality reports, and asbestos reports. He further regularly consults on regulatory compliance matters.

Education:

BS Civil Engineering; South Dakota School of Mines & Technology, 1979

Graduate Studies – Remediation Engineering; Wright State University

Certifications / Registrations: Professional Engineer: Florida, Georgia, Alabama, Mississippi, South Dakota, North Dakota, North Carolina

General Contractor: Florida

Asbestos Consultant: Florida

Selected Publications: *CERCLA Status & Contractor's Liability *Risk-Based Corrective Actions *The Future of Site Remediation *Chinese Drywall – An Introduction *Regulatory Database Searches Do Not Tell Full Story *Environmental Forensics (published by Illinois Bar) *Oil Pipeline Spills – Emergency Response and Remediation *Tank System Upgrades and What it Means to Your Business

REPRESENTATIVE PROJECT EXPERIENCE

Financial

SunTrust Bank

US AmeriBank

ACE Insurance

Cigna Real Estate Investments

Fifth Third Bank

Wells Fargo

BB&T

HSBC

AIG

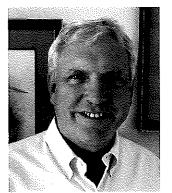
Industrial Anchor Glass; Jacksonville, FL; Warner Robbins, GA Northside Landfill; Ocala, FL Southside Landfill; Ocala, FL Southside MRF; Ocala, FL Pasco Beverage; Dade City, FL Pep Boys; Various, FL Leeds & Northrup; Clearwater, FL Sonoco Products, Clearwater, FL GE Aerospace General Dynamics

- Government
- FL Department of Environmental Protection City of Holly Hill City of Clearwater Bartow Airport Authority City of Jacksonville

Sports Facilities Tampa Bay Buccaneers; Tampa, FL New York Yankees; Tampa, FL Pittsburgh Pirates; Sarasota, FL Development/Property Management WIN Development; Various, FL Imperium Companies; Various, USA Paradise Ventures; Various, FL RMC Properties; Various, FL Encore Development; Various, FL/GA Continental Real Estate Companies; Various, FL The Hutton Company; Various, USA KIMCO Realty; Various, FL Pulte Homes; Various, FL

William K. Jones, P.E. (Ken)

Rhumbline Consultants PLLC Coastal Engineering



Rhumbline Consultants PLLC 1700 N. Monroe. St Suite 11-285 Tallahassee, FL 32303 USA

Telephone 850.545.9436 kj8219@gmail.com

Education

M.S., Physical Oceanography, Florida State University, 1990 B.S., Civil Engineering, Ohio State University, 1980

Registrations

Professional Engineer Florida 39523, 1988 Louisiana 31881 (inactive)

Professional Affiliations

American Society of Civil Engineers American Association of Port Authorities Florida Engineering Society Association of Coastal Engineers Estuarine Research Federation Florida Shore and Beach Preservation Association

Board of Directors, U of North Florida School of Engineering

Introduction

Ken Jones has over 30 years of civil/marine engineering experience providing project development, management, design, permitting, and construction administration services for multidisciplinary projects and studies in coastal and estuarine systems for municipal, port, and general land development and coastal resorts. Mr. Jones has lived and worked in the panhandle for 35 years, previously holding leadership positions with NWFWMD and PBS&J/Atkins NA. With the opening of Rhumbline Consultants in 2018 he is using his experience to work with local governments in support of their goals related to management and construction in the coastal and estuarine areas.

Rhumbline⁽²⁾Consul

Selected Professional Experience: Coastal Engineering and Program Management

Florida Coastal Surge Modeling (PDS), Mr. Jones provided technical support to PDS, a joint venture including PBS&J tasked to develop new SLOSH model output for the 7 of the 11 SLOSH grids in Florida. Mr. Jones and the PBS&J Coastal Division conducted independent SLOSH models for the Panama City and Canaveral Grids. Work included developing new bathymetry, topography from new LiDAR, and new model input and output. All output data was provided for final QC from NOS.

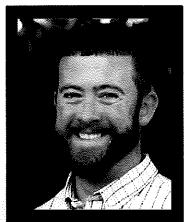
Probable Maximum Hurricane Study: Mr. Jones was the Project Manager for a PMH study along the west coast of FL. using the NWS SLOSH model. The team used NWS 23 guidance document and applied detailed coastal engineering analysis to define probable maximum surge, wave set up, run up for strategic infrastructure in this region.

STARR, FEMA Coastal support. Mr. Jones provided technical support to STARR in support of FEMA coastal studies. STARR is one of the three national FEMA contractors tasked with doing Flood Studies. STARR's area of responsibility is Region 1 (NE), Region 5 (Great Lakes) and Region 10 (NW). Mr. Jones represents PBS&J as the coastal technical leader, assisting in the planning and implementation of STARR coastal studies. He also sits on the national coastal IPT working group which looks at national issues related to coastal studies. Region I-QA/QC of coastal studies, Region V-ADCIRC model development for Lake Huron, Region X-coastal studies, study development. HDQTRS – coastal consultant for HAZUS/SLOSH integration.

Beaches and Coastal Systems, Program Management Support. Mr. Jones was the Principal in Charge for PBS&J staff for the Florida Department of Environmental Protection (FDEP), Office of Beaches and Coastal Systems Statewide Engineering contract. He provided technical support to FDEP for permitting issues, coastal engineering, and coastal construction and contract management.

- Hurricane recovery assistance, assessments, permitting and coastal restoration design, construction and management
- Development of the Statewide Coastal Master Plan
- Facilitation of the Statewide Beach Monitoring Plan development
- Notice of General Permit (Coastal Construction Control Line [CCCL] Siting Rule)
- Permit processing and compliance program

Geotechnical & Materials Testing



Keith has created a culture of integrity and service while managing a team of nearly 30 at two locations.

Keith V. Jacobs, PE, earned his bachelor of science degree in civil engineering from UCF in 2002. Keith has taken graduate courses in water resources, pavement and geotechnical engineering. He is the principal geotechnical engineer for Larry M Jacobs & Associates. He has successfully managed thousands of projects with expertise in analysis and design that spans nearly two decades and covers the Panhandle area. Keith's experience includes analysis and design of shallow and deep foundations, flexible and rigid pavement, stormwater systems, retaining walls, sheet pile walls and bulkheads, earth dams, groundwater seepage, preloading; pile driving analysis, augercast piles, post grouted drilled shafts, pile static and dynamic load testing; settlement analysis; slope stability analysis; earthborn vibration characteristics and vibration analysis; the evaluation of settled structures and failed pavements/slopes; and value engineering.

ARTHUR BROWN ROAD BRIDGE REPLACEMENT, Walnut Hill, Florida (2017)

LMJ was contacted by the County to complete an emergency project located on Arthur Brown Road (CR 99A) over Freeman Springs Branch in Escambia County. The previous bridge at this location was in need of replacement. LMJ recommended a pile foundation for the new bridge because of the poor upper soils and the quick schedule for this project. LMJ was selected to do the materials testing for the bridge replacement after suggesting that a pile load test could be waived. LMJ verified pile capacities using a dynamic pile driving formula (i.e. Hiley, WAVE, etc).

BLU CONDOMINIUMS, Okaloosa County, Florida (2016)

This project consisted of the construction of a 7-story condominium with parking on the bottom level. The condominium was planned to be supported on augercast piles, and a pool deck was planned on the south end of the building. We drilled three Standard Penetration Test (SPT) borings to a depth of 91 feet. We recommended supporting the proposed building on piles placed into the bearing stratum under the erratic zone to maximize pile capacities and reduce settlement.

CARSON DRIVE AND THIRD STREET IMPROVEMENTS, Fort Walton Beach, Florida (2015)

This project included Carson Drive from Hollywood Boulevard to Third Street and Third Street from Beal Parkway to Carson Drive. This was a resurfacing and drainage project and included milling to correct the cross slope of the roadway. LMJ drilled asphalt cores and SPT borings and provided recommendations for pavement widening, milling, crack sealing and overlaying for the roadway.

MOUNT OLIVE ROAD PAVEMENT IMPROVEMENTS, Okaloosa County, Florida (2013)

This project was performed directly for the County. The project consisted of improvements to the existing roadway, and LMJ provided asphalt cores and testing of the existing base and subgrade including in place nuclear density testing and LBR testing.

1. Continuing Professional Engineering Services, Bay County, FL

Contact: Keith Bryant, P.E., Public Works Director **A:** 840 W. 11th Street, Panama City, Florida 32401 **P:** 850.248.8302

E: kbryant@baycountyfl.gov

The scope of services for this contract includes full spectrum civil engineering services to support the County's mission. Services include but are not limited to: stormwater engineering, roadway design, traffic and structural intersection engineering, engineering, geotechnical services, environmental support services, construction engineering and inspection services, subdivision surveying, and site development engineering, and utility engineering (to include water and wastewater treatment facilities).

2. Continuing Professional Engineering Services, City of Callaway, FL

Contact: Ed Cook, City Manager

A: 6601 East Highway. 22, Callaway, Florida 32404 **P:** 850. 215.6691

E: citymanager@cityofcallaway.com

DRMP services include roadway and bridge design, stormwater and flood plain management, project planning and management, survey services. environmental engineering to include wastewater and potable water, wastewater collection, site planning and design, transportation planning, permitting, architectural services, rate studies for water, sewer, recreation, police and fire, or other related studies, Land Development Regulations (LDR) and Comprehensive Plan changes, Inspection and Oversight, Construction private development review services, Geographic Information Systems (GIS) Mapping. Grant writing and administration.

3. Professional Engineering Services for Construction, Renovations and Expansion Project, City of Pensacola, FL

Contact: Ryan Novata, P.E., Engineering Manager **A:** 222 W Main Street, Pensacola, Florida 32305 **P:** 850.435.1603

E: rnovota@cityofpensacola.com

DRMP provides services for a wide variety of public works projects on an as-needed basis including: surveying, roadway design/review, stormwater design/review, utility design/review, environmental permitting, planning, development review, driveway permitting, construction inspection, and grant writing/monitoring. 4. Continuing Professional Engineering Services, Panama City, FL

Contact: Dale Cronwell, P.E., City Engineer

A: 9 Harrison Avenue, Panama City, Florida 32401 P: 850.872.3016

E: dcronwell@pcgov.org

DRMP's services under this contract include roadway design, traffic engineering, structural engineering, stormwater, public involvement, utility design and surveying for a wide variety of public works projects.

5. Signalization Consultant Continuing Services, Escambia County, FL

Contact: Colby Brown, P.E., Deputy Public Works Director **A:** 221 Palafox Place, Suite 140, Pensacola, Florida 32501 **P:** 850.595.3475

E: csbrown@co.escambia.fl.us

DRMP is providing enhanced traffic operations, traffic engineering, transportation planning, as well as related duties, functions, and services in support of traffic signalization, retiming and overall traffic operations throughout Escambia and Santa Rosa Counties. Agency coordination is a large part of this contract including the counties, various cities within those counties and specifically the City of Pensacola's Advanced Traffic Management System contract to ensure ongoing efforts stay on schedule. Tasks include signal retiming, field visits, qualitative assessments and presentations to the Transportation Planning Organization (TPO).

8. Additional Information & Comments

DRMP strives to maintain a high-level of financial responsibility and solvency. Please see the reference letter below from our financial institution Seaside Nation Bank and Trust.



January 11, 2018

To whom it may concern:

Seaside National Bank & Trust is the primary bank for DRMP, Inc. Our relationship consists of over \$3,000,000 in credit as well as deposits and investments totaling a low seven (7) figure. The relationship has always been hundled as agreed and we desire to expand it further as opportunities present themselves.

Please feel free to cull me at your convenience should you desire additional information about this client.

Sincerely, Eric K Waldron Client Advisor 201 S. Orange Avc. Suite 200 Orlando FL 32801 407 567 2244 1

407 254 5425 F

Standard Contract Clauses

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <u>http://www.dhs.gov/E-Verify</u>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

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

- Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.