CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>08/18/2022</u>

Contract/Lease Control #: C22-3220-TDD

Procurement#: RFQ TDD 25-22

Contract/Lease Type: <u>AGREEMENT</u>

Award To/Lessee: <u>TAYLOR ENGINEERING, INC.</u>

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>08/16/2022</u>

Expiration Date: 08/15/2025 W/2 1 YR RENEWALS

Description of: COASTAL & ENVIRONMENTAL ENG. SERVICES

Department: <u>TDD</u>

Department Monitor: <u>ADAMS</u>

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 25-22 Tracking Number: 4870-24
Procurement/Contractor/Lessee Name: Tay/ax Grant Funded: YES_NO_
Purpose: Coastal = Environmental Gy Srs
Date/Term: 34RS WZ-14K remods 1. DEGREATER THAN \$100,000
Department #: 1175 2. GREATER THAN \$50,000
Account #:
Amount: 165,000 NTE Per tolle ovolce
Department: Hd (M) Dept. Monitor Name: TOD
Purchasing Review Procurement or Contract/Lease requirements are met:
Mate Me Date: 8-4-20
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Amber Hammonds
2CFR Compliance Review (if required)
Approved as written:
Grants Coordinator Suzanne Ulloa
Risk Management Review
Approved as written: Sel mail allacks 44-22
Ddie:
Risk Manager or designee Kristina LoFria
County Attorney Review
Approved as written:
County Attorney Lynn Hoshihara, Kerry Parsons or Designee
Approved as written: Department Funding Review Approved as written:
Date:
IT Review (if applicable) Approved as written:
Date:
Dato.

Revised September 22, 2020

CSS-3250- 2000

DeRita Mason

From: Charlotte Dunworth

Sent: Tuesday, July 26, 2022 5:42 PM

To: DeRita Mason

Subject: RE: contracts for RFQ TDD 25-22

Hi DeRita – both approved, please add the following sentence to your staff report:

The Tourist Development Council recommended approval at its July 26, 2022 meeting.

DESTIN FORT WALTON BEACH

CHARLOTTE DUNWORTH

DEPUTY DIRECTOR OF FINANCE & COMPLIANCE

Destin-Fort Walton Beach, Florida 850.609.5385

1540 Miracle Strip Pkwy Fort Walton Beach, Florida 32548

destinfwb.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 <dmason@myokaloosa.com>

Sent: Wednesday, July 20, 2022 11:00 AM

To: Charlotte Dunworth <cdunworth@myokaloosa.com>

Subject: RE: contracts for RFQ TDD 25-22

Okay, let me know once you get approval.

I will plan on taking them to the board in August pending legal approval.

DeRita Mason



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

[&]quot;Flease 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."

DeRita Mason

From:

Lynn Hoshihara

Sent:

Thursday, August 4, 2022 2:15 PM

To:

DeRita Mason

Subject:

Re: Taylor Agreement

This is approved.

Lynn M. Hoshihara County Attorney Okaloosa County, Florida

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

From: DeRita Mason

Sent: Thursday, August 4, 2022 12:02:59 PM

To: Lynn Hoshihara

Subject: Taylor Agreement

Thank you, Please see Taylor Contract attached for review.

DeRita Mason



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

Sent: Thursday, August 4, 2022 10:28 AM

DeRita Mason

From: Kristina LoFria

Sent: Thursday, August 4, 2022 11:32 AM

To: DeRita Mason

Subject: RE: Taylor Agreement

DeRita,

Good afternoon, this is approved by Risk for insurance purposes.

Thank You 3

Safety Coordinator

Kristy Lofria

Okaloosa County BOCC-Risk Management-

302 N Wilson St Suite 301 Crestview, Florida 32536 klofria@myokaloosa.com

850-689-5979





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

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

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Board of County Commissioners Purchasing Department

State of Florida

Date: June 17, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD RFQ TDD 25-22

Coastal and Environmental Engineering Services

Okaloosa County would like to thank all businesses, which submitted responses to Coastal and Environmental Engineering Services (RFO TDD 25-22)

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

MRD Associates, Inc. 543 Harbor Boulevard, Suite 204 Destin, Florida 32541 Taylor Engineering, Inc. 10199 Southside Blvd, Suite 310 Jacksonville, FL 32256

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

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Voice: (850) 689-5960

Fax: (850) 689-5970

Respectfully,

Purchasing Manager



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Florida Profit Corporation
TAYLOR ENGINEERING, INC.

Filing Information

Document Number

J90839

FEI/EIN Number

59-2850478

Date Filed

09/03/1987

State

FL

Status

ACTIVE

Last Event

AMENDMENT

Event Date Filed

10/28/2009

Event Effective Date

NONE

Principal Address

10199 SOUTHSIDE BLVD.

SUITE 310

JACKSONVILLE, FL 32256

Changed: 06/26/2018

Mailing Address

10199 SOUTHSIDE BLVD.

SUITE 310

JACKSONVILLE, FL 32256

Changed: 01/03/2019

Registered Agent Name & Address

TAYLOR, R. BRUCE, III 10199 SOUTHSIDE BLVD.

SUITE 310

JACKSONVILLE, FL 32256

Address Changed: 01/03/2019

Officer/Director Detail

Name & Address

Title C

TAYLOR, R. BRUCE

Title VP

Ellis, Christopher 10199 SOUTHSIDE BLVD. SUITE 310 JACKSONVILLE, FL 32256

Title VP

Bender, Christopher 10199 SOUTHSIDE BLVD. SUITE 310 JACKSONVILLE, FL 32256

Title VP

Schedel, Angela 10199 SOUTHSIDE BLVD. SUITE 310 JACKSONVILLE, FL 32256

Annual Reports

Report Year	Filed Date
2021	01/04/2021
2021	06/18/2021
2022	01/03/2022

Document Images

01/03/2022 ANNUAL REPORT	View image in PDF format
06/18/2021 AMENDED ANNUAL REPORT	View image in PDF format
01/04/2021 ANNUAL REPORT	View Image in PDF format
11/12/2020 AMENDED ANNUAL REPORT	View image in PDF format
01/02/2020 ANNUAL REPORT	View image in PDF format
01/03/2019 ANNUAL REPORT	View image in PDF format
01/02/2018 ANNUAL REPORT	View image in PDF format
08/29/2017 AMENDED ANNUAL REPORT	View image in PDF format
01/06/2017 ANNUAL REPORT	View image in PDF format
01/04/2016 ANNUAL REPORT	View image in PDF format
01/06/2015 ANNUAL REPORT	View image in PDF format
01/07/2014 ANNUAL REPORT	View image in PDF format
01/21/2013 AMENDED ANNUAL REPORT	View image in PDF format
01/07/2013 ANNUAL REPORT	View image in PDF format
01/04/2012 ANNUAL REPORT	View image in PDF format
08/05/2011 ANNUAL REPORT	View image in PDF format
01/04/2011 ANNUAL REPORT	View image in PDF format
01/04/2010 ANNUAL REPORT	View image in PDF format
10/28/2009 Amendment	View image in PDF format



TAYLOR ENGINEERING INC

Unique Entity ID

CZXXY6H4MLY5

Registration Status
Active Registration

Physical Address

10199 Southside BLVD

STE 310

Jacksonville, Florida 32256-0759

United States

CAGE / NCAGE

0L8G0

Expiration Date

May 18, 2023

Mailing Address

10199 Southside BLVD STE 310

Jacksonville, Florida 32256-0758

United States

Purpose of Registration

All Awards

Doing Business as

(blank)
Congressional District

Division Name

(blank)

State / Country of Incorporation

Florida / United States

Division Number

(blank)

URL

http://www.taylorengineering.com

Registration Dates

Activation Date May 24, 2022

Florida 04

Submission Date May 18, 2022 Initial Registration Date

Jan 24, 2002

Entity Dates

Entity Start Date

Fiscal Year End Close Date

Sep 3, 1987

Dec 31

Immediate Owner

CAGE

Legal Business Name

(blank)

(blank)

Highest Level Owner

CAGE (blank)

Legal Business Name

(blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure Entity Type

Organization Factors

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made and entered into this <u>16th</u> day of <u>August</u>, 2022, by and between OKALOOSA COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, located at 1250 N. Eglin Parkway, Shalimar, FL 32579, and Taylor Engineering, Inc., whose principal place of business is at 10199 Southside Blvd, Suite, 310, Jacksonville, FL 32256 (the "Consultant"), whose Federal I.D. number is 59-2850478, in connection with Okaloosa County Request for Qualifications No. RFQ TDD 25-22 and the professional services set forth therein.

WITNESSETH

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

WHEREAS, Okaloosa County desires to obtain the professional consulting services of the Consultant concerning said services being more fully described in the exhibits attached to this Contract.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

ARTICLE ONE CONSULTANT'S RESPONSIBILITY

- 1.1. Consultant shall provide to County continuing professional coastal and environmental engineering consulting services for the duration of the Contract.
- 1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and Exhibit A and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Schedule A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.
- 1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.
- 1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- 1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

Duncan Greer

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

- 1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.
- 1.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.
- 1.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.
- 1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.
- 1.10. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO SERVICES OF CONSULTANT

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Exhibit A. These services will be paid for by the County as indicated in Article Five and Schedule A and as confirmed in each Notice to Proceed.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

- 3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
 - a. The scope of services to be provided and performed by the Consultant hereunder;
 - b. The time the Consultant is obligated to commence and complete all such services; or
 - c. The amount of compensation the County is obligated or committed to pay the Consultant.
- 3.2. The County's Representative shall:
 - a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
 - b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
 - c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
 - d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
 - e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.
- 3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

- 3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.
- 3.5. For the purposes of this Contract, the County's Representative shall be:

Jennifer Adams, TDD Director

ARTICLE FOUR TIME

- 4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.
- 4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.
- 4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Notice to Proceed, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.
- 4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Schedule A, entitled "Basis of Compensation," and Exhibit "A" which are attached hereto and made a part hereof.

- 5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.
- 5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.
- 5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.
- 5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

ARTICLE SIX WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS

- 7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.
- 7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in

this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

ARTICLE EIGHT TERMINATION OR SUSPENSION

- 8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.
- 8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.
- 8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.
- 8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.
- 8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two-(2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all

places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

- 9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.
- 9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- 9.4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Consultant's statement of qualifications, must be made known to the County's Representative and written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.
- 9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.
- 9.10 The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Consultant shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.
- 9.11 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE TEN SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE ELEVEN FEDERAL AND STATE TAX

- 11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.
- 11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

- 12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.
- 12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS

- 13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.
- 13.2 Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:
 - a) Keep and maintain public records required by the County to perform the service.
 - b) 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.
 - 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 for the duration of the contract term and following completion of the contract if the contractor

- does not transfer the records to the County.
- d) 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.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.
- 13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in attached Exhibit "B".

ARTICLE FIFTEEN INDEMNIFICATION

- 15.1. The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.
- 15.2. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE SEVENTEEN REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE EIGHTEEN CONFLICT OF INTEREST

- 18.1. The Consultant agrees to comply with the Conflict of Interest provisions of section 287.057, Florida Statutes, and 2 CFR Part 200, section 200.319. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.
- 18.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option,

enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE NINETEEN DEBT

19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE TWENTY NONDISCRIMINATION

- 20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- 20.2 Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. 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.

ARTICLE TWENTY-ONE ENFORCEMENT COSTS

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE TWENTY-TWO NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK

- 23.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Consultant to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed 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 if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.
- 23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.
- 23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE TWENTY-FIVE MISCELLANEOUS

- 25.1. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.
- 25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.
- 25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.
- 25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

- 25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.
- 25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.
- 25.7 Consultant, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.
- 25.8 Consultant acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, consultant agrees that it shall adhere to all necessary federal regulations, including those as set forth in Exhibit A-C. Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

ARTICLE TWENTY-SIX MINORITY/WOMEN"S BUSINESS ENTERPRISES

26.1 The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity) Florida Department of Transportation Minority Business Development Center in most large cities and Local Government M/DBE programs in many large counties and cities

ARTICLE TWENTY-SEVEN PROCUREMENT OF RECOVERED MATERIALS

27.1 Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTCLE TWENTY-EIGHT ENVIORNMENTAL AND ENERGY POLICIES

28.1 The Consultant 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].

28.2 Clean Air Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

28.3 Federal Water Pollution Control Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

ARTICLE TWENTY-NINE FEDERAL SUSPENSION AND DEBARMENT

- 29.1 This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE THIRTY LOBBYING

30.1 Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

ARTICLE THIRTY-ONE THIRD PARTY BENEFICIARIES

31.1 It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract

ARTICLE THIRTY-TWO SEVERABILITY

32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE THIRTY-THREE REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY

33.1 The individual signing this Contract on behalf of Taylor Engineering, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Taylor Engineering, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

Authorized Representative

James N Marino
(printed)

BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA

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SCHEDULE A BASIS OF COMPENSATION

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated below:

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work that may be required. Firms offering their services in response to this RFQ may suggest other services provided that such other services are specifically and separately identified as additional services, with an explanation as to why the respondent believes such services are essential to the needs of the County.

The selected consultants will provide comprehensive coastal and environmental engineering services (e.g., site engineering, landscape; civil, geotechnical, design-related environmental; data management), to support the County in its on-going efforts to effectively protect and maintain its varied coastal environment as needed. Design and engineering services may be related to the following types of activities:

Beach Restoration	Marine Resources
Dredging	Seawall, breakwaters & other erosion control
	structures
Community Relations	Surveying
Environmental restoration	Engineering cost estimates
Specification preparation	Poor Reviews
Second Opinions	Shoreline Protection
Geotechnical Engineering	Cost Estimating
Project Management	Scheduling
Aerial Photogrammetric Services	Piling marine and land based

- 2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:
 - a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.
 - b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.
 - c. Expenses for renderings, models and mock-ups requested by County.
- 3. Unless approved by the County in advance, reimbursable costs shall not include the following:
 - a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.
 - b. Consultant overhead including field office facilities.

- c. Overtime not authorized by County.
- d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.
- 4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

Delivering Leading-Edge Solutions

TAYLOR ENGINEERING, INC. SCHEDULE OF BURDENED HOURLY RATES AND FEES Okaloosa County Coastal and Environmental Engineering Services (RFQ TDD 25-22)

Taylor Engineering, Inc.

	Initial	Extension	Extension
Labor Category	Term	Year 1	Year 2
Principal	\$263	\$282	\$292
Director/Program Manager	231	247	256
Senior Professional/Project Manager	189	203	210
Project Professional	163	175	181
Staff Professional	121	129	134
Sr. CAD Technician/GIS Analyst	184	197	204
Project CAD Technician/GIS Analyst	142	152	157
Staff CAD Technician/GIS Analyst	89	95	98
Administrative/Document Prep	74	80	83
Intern	63	67	69

Amdrill, Inc.

	Initial	Extension	Extension
Labor Category	Term	Year 1	Year 2
Principal	\$283	\$300	\$309
Operations Manager/Senior Project Manager	206	218	225
Project Manager	180	191	197
Supervisor	155	165	170
Captain	155	165	170
Crane Operator	155	165	170
Vessel Mechanical Engineer	129	137	141
Deckhand	98	104	107
Clerical	72	76	78
Equipment & Sampling:	_		
85' Vessel Thunderforce (daily rate plus current fuel & oil costs, estimated usage at 500 gallons per 24 hours):	\$7,725	\$8,196	\$8,442
Mobilization/demobilization*	\$92,700	\$98,345	\$101,295
Vibracoring Offshore (each 20' vibracore)	\$3,090	\$3,278	\$3,376
Vibracoring Inshore (each 20' vibracore)	\$2,575	\$2,732	\$2,814
Shallow Draft Vessel Scully (daily rate plus current fuel & oil costs):	\$5,150	\$5,464	\$5,628
Mobilization/demobilization*	\$8,755	\$9,289	\$9,568
Vibracoring Inshore/Intracoastal (each 20' vibracore)	\$2,060	\$2,186	\$2,252
Ponar/Grab Sample Offshore	\$567	\$602	\$620
Ponar/Grab Sample Inshore	\$309	\$328	\$338

^{*}Mobilization/demobilization costs are based on the specific project location. Additional pricing available upon request.

TAYLOR ENGINEERING, INC. SCHEDULE OF BURDENED HOURLY RATES AND FEES Okaloosa County Coastal and Environmental Engineering Services (RFQ TDD 25-22)

GPI Geospatial, Inc.

	Initial	Extension	Extension
Labor Category	Term	Year 1	Year 2
Administrative Assistant	\$139	\$148	\$152
Chief Surveyor	280	297	306
Senior Surveyor and Mapper	197	209	216
Professional Surveyor and Mapper	197	209	216
Survey/GIS Analyst 3-Office	125	133	137
Survey Technician 1 –field	58	62	64
Survey Technician 2 - field	68	72	74
Survey Technician 3 - field	89	94	97
Party Chief	107	113	117
2- person field crew	195	207	213
3- person field crew	263	279	288
4- person field crew	321	341	351
Single Engine Aircraft Pilot	145	154	158
Multi Engine Aircraft Pilot	178	189	195
Aerial Sensor Operator	121	128	132
UAS Operator	149	158	162
Mobile Survey Operator	162	171	176
Mobile Survey Analyst 1 - office	86	92	94
Mobile Survey Analyst 2 - office	97	103	106
Mobile Survey Analyst 3 - office	153	163	168
Specialized Equipment			
Single Engine Aircraft, with Sensors	\$3,500	\$3,500	\$3,500
Multi Engine Aircraft, with Sensors	4,000	4,000	4,000
Mobile LiDAR Van, with Sensors	563	563	563
hern Gulf Environmental, LLC			
	Initial	Extension	Extension
Labor Category	<u>Term</u>	Year 1	Year 2
Senior Environmental Specialist	\$138	\$147	\$152
r			
r	Initial	Extension	Extension
Labor Category	Initial Term	Extension Year 1	Extension Year 2
Labor Category			
Labor Category Engineers	<u>Term</u>	Year 1	Year 2
Labor Category Engineers Principal/Officer – Professional Engineer	Term \$315	Year 1 \$355	Year 2 \$375
Labor Category Engineers Principal/Officer – Professional Engineer Engineering Department Manager	\$315 290	\$355 325	\$375 345
Labor Category Engineers Principal/Officer – Professional Engineer Engineering Department Manager Senior Professional Engineer	\$315 290 275	\$355 325 305	\$375 345 325
Labor Category Engineers Principal/Officer – Professional Engineer Engineering Department Manager Senior Professional Engineer Professional Engineer	\$315 290 275 165	\$355 325 305 185	\$375 345 325 195
Engineers Principal/Officer – Professional Engineer Engineering Department Manager Senior Professional Engineer Professional Engineer Professional Engineer Project Engineer	\$315 290 275 165 150	\$355 325 305 185 170	\$375 345 325 195 180

TAYLOR ENGINEERING, INC. SCHEDULE OF BURDENED HOURLY RATES AND FEES Okaloosa County Coastal and Environmental Engineering Services (RFQ TDD 25-22)

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	Initial	Extension	Extension
Labor Category	Term	Year 1	Year 2
Technicians			
Senior ITS Manager	\$335	\$375	\$395
Supervisory Technician/CADD	190	210	225
Senior Technician/CADD	145	165	175
Design Technician/CADD	95	105	115
Technician	80	90	95
<u>GIS</u>			
Principal/Officer – Senior Spatial Analyst	\$195	\$220	\$235
Senior Spatial Analyst	155	175	185
Spatial Analyst	116	135	145
GIS Specialist	80	90	95
Landscape Architects			
Principal/Officer – Professional Landscape Architect	\$250	\$280	\$295
Senior Professional Landscape Architect	170	190	200
Professional Landscape Architect	150	170	180
Senior Landscape Designer	125	145	155
Landscape Designer	90	100	105
<u>Planners</u>			
Principal/Officer – Land Planner	\$295	\$330	\$350
Senior Planner	160	180	190
Professional Planner	125	145	155
Project Planner	90	100	105
Administration			
Executive Administrative Assistant	\$125	\$145	\$155
Administrative Assistant	80	90	95
Construction Engineering & Inspection (CE&I)			
Senior Project Engineer	\$295	\$330	\$350
Project Administrator	185	205	220
Assistant Project Administrator	125	145	155
Senior Inspector	130	150	160
Inspector	95	105	115
Inspector Aid	70	80	85
CEI Secretary	95	105	115
Contract Support Specialist	130	150	160
Associate Contract Support Specialist	100	115	125
Resident Compliance Specialist	100	115	125

TAYLOR ENGINEERING, INC. SCHEDULE OF BURDENED HOURLY RATES AND FEES

Okaloosa County Coastal and Environmental Engineering Services (RFQ TDD 25-22)

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		Initial	Extension	Extension
Field Testing Services	Unit	Term	Year 1	Year 2
Engineering Technician for Nuclear Gauge Density Testing	Hour	\$62	\$67	\$ 70
Engineering Technician for Casting Test Specimens	Hour	62	67	70
Engineering Technician for Monitoring Asphalt Temperature	Hour	62	67	70
Mobilization of Coring Equipment	Day	130	140	146
Asphalt Coring	Hour	156	168	175
Trip Charge (\$15 minimum)	Mile	0.62	0.67	0.70
Laboratory Testing Services				
Modified Proctor Test (ASTM D1557)	Each	\$140	\$152	\$158
Sieve Analysis (ASTM C136)	Each	120	130	135
Breaking and Reporting 4x8 Concrete Cylinders (Set of 4)	Each	94	102	106
Breaking and Reporting Blockfill Grout Prisms (Set of 4)	Each	94	102	106
Breaking and Reporting 2x2-inch Mortar Cubes (Set of 3)	Each	73	79	82
California Bearing Ratio (CBR) Test or Limerock Bearing Ratio (LBR) Test	Each	494	535	556
Nondestructive Field Testing				
Visual Inspection of Field Welds	Hour	\$88	\$96	\$100
Bolt Torque Testing	Hour	88	96	100
Fireproof Inspection	Hour	88	96	100
Fireproof Density and Moisture Testing	Hour	88	96	100
Ultrasonic Testing (4-hour minimum)	Hour	88	96	100
Ultrasonic Equipment Usage	Day	78	84	87
Magnetic Particle Testing (4-hour minimum)	Hour	88	96	100
Magnetic Particle Equipment Usage	Day	78	84	87
GPR Equipment Usage	Day	166	180	187
GPR Services (Minimum of 3 hours)	Hour	135	146	152
Engineering Services				
Senior Principal Geotechnical Engineer	Hour	\$208	\$225	\$234
Threshold or Principal Engineer (plan review, submittals, letters, etc.)	Hour	182	197	205
Project Engineer	Hour	135	146	152
Senior Project Manager	Hour	130	140	146
Project Manager	Hour	125	135	140
Special Inspections (Professional Engineer)	Hour	135	146	152
Special Inspections (Delegate)	Hour	88	96	100
Senior Technician	Hour	88	96	100

TAYLOR ENGINEERING, INC. SCHEDULE OF BURDENED HOURLY RATES AND FEES Okaloosa County Coastal and Environmental Engineering Services (RFQ TDD 25-22)

Seaside Engineering and Surveying, LLC

	Initial	Extension	Extension
Labor Category	Term	Year 1	Year 2
Engineering			
Licenesed Engineer	\$182	\$197	\$205
Engineering Project Manager	120	129	135
Engineering CADD Technician	94	101	105
Surveying			
Principal	\$208	\$225	\$234
Licenesed Surveyor	156	169	175
Senior CADD Technician	109	118	123
CADD Tehnician	88	96	99
GIS Specialists	104	112	117
GIS Technician	94	101	105
Remote Sensing Specialist	120	129	135
1 Person Survey Crew**	125	135	140
2 Person Survey Crew**	177	191	199
3 Person Survey Crew**	234	253	263
4 Person Survey Crew**	270	292	304
Surveying Equipment (Hourly Rates)	_		
UTV / ATV	\$ 10.6	\$10.6	\$10.6
17-20' Boat for hydro-survey	40.0	40.0	40.0
24' Boat for hydro-survey	50.0	50.0	50.0
28' Boat for hydro-survey	60.0	60.0	60.0
Fuel Surcharge*	10.0	10.0	10.0
Single Beam System	45.0	45.0	45.0
Multibeam System	145.0	145.0	145.0
Side Scan Sonar System	48.0	48.0	48.0
Teledyne Z-Boat (RC Drone) Multibeam	168.0	168.0	168.0
Teledyne Z-Boat (RC Drone) Singlebeam	150.0	150.0	150.0
Mobile LiDAR (Ground or Vessel Based)	380.1	380.1	380.1
UAS LiDAR	132.1	132.1	132.1
UAS Orthophotography	50.0	50.0	50.0
Terrestrial LiDAR	39.0	39.0	39.0

^{*}Fuel Surcharge is included due to current fuel costs. If fuel prices reduce below \$4.00 a gallon it will be removed.

^{**1-4} Person survey crew rates are fully equipped with eqipment and vehicle.

Exhibit "A"

Contractor's Response



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE: Coastal and Environmental Engineering Services		UMBER:
——————————————————————————————————————	RFQ TD	D 25-22
ISSUE DATE:	April 18, 2022	
LAST DAY FOR QUESTIONS:	May 02, 2022	3:00 P.M. (CST)
RFQ OPENING DATE & TIME:	May 25, 2022	3:00 P.M. (CST)
NOTE: RESPONSES RECEIVED AFTER	THE DEADLINE WILL NOT	BE CONSIDERED.
Okaloosa County, Florida solicits your company to subterms, specifications and conditions set forth in this RF accepted unless all conditions have been met. All responses must be submitted electronically by for a period of ninety (90) days after the proposal openin RESPONDENT ACKNOWLEDGEMENT FORM BELOPART OF YOUR RESPONSE. RESPONSES WILL NO	Q are incorporated into your onses must have an authorize the time and date listed above, g unless otherwise specified	response. A response will not be d signature in the space provided. Responses may not be withdrawn
AUTHORIZED AGENT OF THE RESPONDENT.		
COMPANY NAME TAYLOR ENGINEER MAILING ADDRESS 10/99 SOUTHSIDE	RUD SUITE 3	10
	, 30.70);	
CITY. STATE, ZIP JACKSONVILLE, F.		
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):	59-2850478	
		904-731-9847
EMAIL: Jmarino @taxlorengineer	ring . com	
I CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIO OTHER RESPONDENT SUBMITTING A RESPONSE FOR THE SIN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRACERTIFY THAT I AM AUTHORIZED TO SIGN THIS RESPONSE AUTHORIZED SIGNATURE:	SAME MATERIALS, SUPPLIES, E AUD. I AGREE TO ABIDE BY AI E.	EQUIPMENT OR SERVICES, AND IS LL TERMS AND CONDITIONS AND

Rev: September 22, 2015

COASTAL & ENVIRONMENTAL ENGINEERING SERVICES RFQ TDD 25-22

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants to provide **COASTAL & ENVIRONMENTAL ENGINEERING SERVICES**

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until 3:00 p.m. CST May 25, 2022, at which time all proposals that are timely submitted will be opened and reviewed.

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

For solicitation information, please contact:	
Angela Etheridge, Contracts and Leases Coordinator	
aetheridge@myokaloosa.com, 850-689-5960	
Jeffrey Hyde	Date

Purchasing Manager

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Mel Ponder, Chairman

QUALIFICATION REQUIREMENTS

RFQ TDD 25-22 COASTAL AND ENVIRONMENTAL ENGINEERING SERVICES

BACKGROUND

Through this Request for Qualifications (RFQ) the Okaloosa County "The County" is seeking qualified consultants capable of providing professional coastal and environmental engineering services in a timely and efficient manner so as to meet the County's, coastal, marine, environmental and natural resource management needs. Currently the County does not have the technical staff or necessary resources to perform these tasks in house. Accordingly, the County requires assistance from consultants with specialized, expertise using state of the art techniques. Requested services may involve an entire project, several projects and part of a project or for any project phase. Selected consultants may work alone or in conjunction with the County's staff and/or other contracted consultants as part of a project team. This RFQ is issued pursuant to section 287.055, Florida Statutes, the Consultant Competitive Negotiation Act (CCNA).

These services are non-exclusive and the County reserves the right to award contracts to more than one consultant for a three (3) year term, with two (2) one (1) year optional renewals.

SCOPE OF WORK

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work that may be required. Firms offering their services in response to this RFQ may suggest other services provided that such other services are specifically and separately identified as additional services, with an explanation as to why the respondent believes such services are essential to the needs of the County.

The selected consultants will provide comprehensive coastal and environmental engineering services (e.g., site engineering, landscape; civil, geotechnical, design-related environmental; data management), to support the County in its on-going efforts to effectively protect and maintain its varied coastal environment as needed. Design and engineering services may be related to the following types of activities:

Beach Restoration	Marine Resources
Dredging	Seawall, breakwaters & other erosion control structures
Community Relations	Surveying
Environmental restoration	Engineering cost estimates
Specification preparation	Poor Reviews
Second Opinions	Shoreline Protection
Geotechnical Engineering	Cost Estimating
Project Management	Scheduling
Aerial Photogrammetric Services	Piling marine and land based

Selected Consultants must have sufficient staff to assure availability in handling several projects simultaneously for task continuity, prompt delivery of services and completion of assign tasks. Depending on the project assignment, consultants may work in conjunction with the County technical staff and/or other consultants hired by the County as part of a project team. The actual scope of work and specific assignments will be determined and assigned as needed.

PROPOSALS

Letter of Interest – Include the following business information, specifically the location of the firm's office that will be the lead office for this contract.

Name:

Name of Business:

Address:

City, State, Zip Code:

Business #:

Fax #:

E-mail Address:

Firm's Credentials – Provide a synopsis of the proposing firm's qualifications, to include related experience and specific capabilities. Selection Criteria components (see below) should be considered.

Individual Consultants' Credentials – Provide specific qualifications and work experience for each of the consultants who would be assigned to work on this contract.

Registration – State of Florida licensing/registration of the proposer's personnel and business office. Please provide copies of each.

Note: Statements of Qualifications shall be no more than 40 single sided pages, not including the County required forms.

SELECTION CRITERIA

The selection of a firm to provide professional services will be based on the following criteria which should be detailed in your proposal:

- 1. Experience in design/permitting and construction management of beach restoration projects. (25 Points)
- 2. Experience in design/permitting and construction management of environmental projects, (i.e. restoration of living shoreline projects). (20 Points)
- 3. Experience in design/permitting and construction management of seawalls breakwaters and other erosion control structures. (15 Points)
- 4. Experience evaluating coastal inlet hydrodynamics, morphology and structures. (10 Points)
- 5. Current workload and capability of personnel to provide desired service. (10 Points)
- 6. Due to occasional unanticipated project meetings, location of personnel providing desired services is considered to be a key factor. Less than a half day travel time (12 hours) is preferred. Indicate your staff's estimated response time for meetings of short notice. (10 Points)
- 7. Experience in design/permitting and construction management of artificial reefs. (10 Points)

CONTRACT TERM

The contract period is three (3) year term with the option for two (2), one (1) year renewals.

TIME SCHEDULE (ALL DATES ARE TENTATIVE)

Review Committee (Scope review)	April 12, 2022
RFQ Advertised & Posted on Website	April 18, 2022
Deadline for Questions	May 2, 2022
Issue Addendum (if necessary)	May 16, 2022
RFQ Response Due Date	May 25, 2022
Review Committee Meeting (Proposals review)	June 14, 2022
Issue Intent to Award	June 17, 2022
TDC Meeting / Recommendation	June 28, 2022
BCC Board Meeting / Approval	July 05, 2022

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until obtaining all required insurance and the Certificate of Insurance (COI) has been approved by the Okaloosa County Risk Manager or designee.
- 2. All policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. 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 prior written 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. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a

breach of contract.

WORKERS' COMPENSATION INSURANCE

- 1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all 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 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.
- 4. A Waiver of Subrogation is required on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

_		<u>LIMIT</u>
1.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$100,000 each accident
2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4.	Personal and Advertising Injury	\$250,000
5.	Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

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/or other persons employed or utilized by the Contractor in the performance of this contract.

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 prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in

writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY

Addendum - 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 shall be addressed at Vendor Registry through the link provided below:

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683

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 proposal documents will be issued by the County five (5) days prior to the date and time of proposal closing, as a written addendum distributed to all prospective respondents by posting to the Vendor Registry.

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 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** All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.
- 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, if any.
- 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, if required 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 any contract the same as though they were written in full therein.

- 10. 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 #.
- 11. **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.
- 12. 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.
- 13. **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.

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

- **14. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 15. 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.
- 16. **REVIEW OF PROCUREMENT DOCUMENTS -** Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by 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.
- 17. **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 being removed from the Active Contractors List or termination of any contract resulting from this solicitation.

18. 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.

- 19. 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 any contract resulting from this solicitation 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.
- 20. 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.
- 21. **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 any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
- **22. 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.
- 23. 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.

- 24. 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 terms under which respondent was placed on the Active Contractors List . 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 subject contract and removal of the respondent from the Active Contractors list. 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.
- 25. CONE OF SILENCE CLAUSE 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 proposer's bid package.

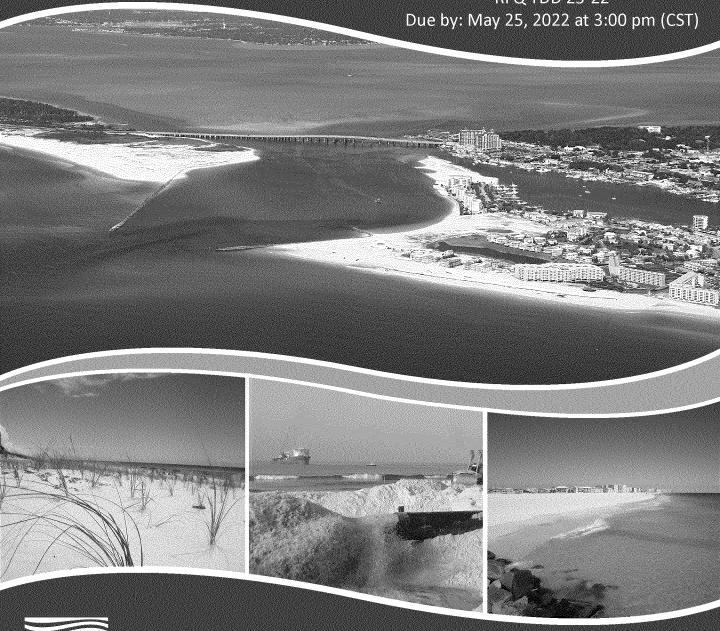
- 26. DRUG-FREE WORKPLACE -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM provided to make this certification.
- 28. INDEMNIFICATION & HOLD HARMLESS -CONSULTANT 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause.
- 29. BYRD ANTI-LOBBYING AMENDMENT (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 disclose lobbying activity using the CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES Form provided.
- **30. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)-**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. Respondents shall utilize CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS form provided to make this certification.

- **31. MANDATORY DISCLOSURES-** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA Florida Statute 607, 1501 32. requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, refer to the Florida Department of State. The website to register https://dos.myflorida.com/sunbiz.
- 33. 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. Prohibition to Lobbying
 - G. Company Data
 - H. System of Awards Management
 - I. Addendum Acknowledgement
 - J. Governmental Debarment & Suspension
 - K. Vendors on Scrutinized Companies List
 - L. List of References
 - M. Federal Clauses
 - N. Certificate of Good Standing for State of Florida-see above*

Okaloosa County Coastal and Environmental **Engineer Services**

RFQ TDD 25-22





TAYLOR ENGINEERING, INC.



May 25, 2022

Jeffrey Hyde, Purchasing Manager Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, Florida 32536

Re: RFQ TDD 25-22: Okaloosa County Coastal and Environmental Engineer Services

Dear Mr. Hyde:

Taylor Engineering, Inc. welcomes this opportunity to submit our qualifications to provide coastal and environmental engineering services to Okaloosa County. With this submittal, we intend to demonstrate our experience in delivering leading-edge engineering and environmental solutions in the coastal environment. We also intend to communicate our continued commitment to address Okaloosa County's long-term coastal and environmental needs — those that extend beyond that of a single contract. We proudly offer multiple representative projects in Tab 2 that reflect long-term client relationships with Okaloosa County and other government agencies for similar services.

We intend for this submittal to underscore a salient point — namely, that no other company headquartered in Florida can match Taylor Engineering's depth and breadth of corporate experience in this field of practice. Specifically to Okaloosa County, no other engineering firm can show the same level of experience on County projects or match the understanding of local areas further enhanced by our Destin office leader and project manager Mr. Duncan Greer, P.E.

Granted, other companies will make claims similar to ours. They will emphasize their extensive experience, personnel with specialized expertise, and familiarity with permitting requirements. However, we contend that few companies, if any, can match Taylor Engineering's combination of assets: our superb working relationship with local, regional, state, and federal agency personnel; our proven ability to design constructible and cost-effective coastal projects; and our strength in construction engineering and administration. Our marine, coastal, and dredging engineers and environmental scientists work only on projects in the water or near the water's edge. This true specialization demands we succeed on every project to survive as a company, and that success leads to our client's success.

Taylor Engineering's six core values — integrity, service, excellence, responsibility, commitment, and teamwork — guide our everyday activities and relationships and support our vision of "delivering leading-edge solutions to challenges in the water environment." Our commitment to these values results in clients' high regard for Taylor Engineering. Ninety percent of Taylor Engineering's annual revenues derive from repeat business. No higher compliment exists in our field.

Taylor Engineering is an employee-owned company. Therefore, every employee has a stake in maintaining our reputation and ensuring that the quality of our work meets and exceeds the standards of practice. Employee ownership also means that accountability rests in our Destin, Jacksonville, Sarasota, and Tampa offices. Our ability to remain both flexible and responsive is without equal. We are proud to serve Florida and the nation, and to remain accountable right here at home.

To address the additional services requested in the RFQ, we have enlisted the assistance of six other firms: Larry M. Jacobs & Associates, Inc. (inshore geotechnical engineering and analysis); Amdrill/AVS (offshore geotechnical investigations and vibracoring); Northern Gulf Environmental, LLC (local environmental support); Seaside Engineering and Surveying, LLC (inland, offshore, and beach surveying); GPI Geospatial, Inc. (aerial/photogrammetric services); and, Halff Associates, Inc. (civil site engineering, landscape architecture). Notably, Taylor Engineering has a successful history working with all of the team subconsultants. Each firm has knowledge of key project issues within Okaloosa County and direct project experience with coastal and environmental projects in Okaloosa County, Destin, and the Florida panhandle. Notably, Taylor Engineering, Larry Jacobs & Associates, Northern Gulf Environmental, Seaside Engineering and Surveying, and Halff Associates all maintain local offices in Okaloosa County, and are readily available to respond to the County's immediate needs. This local team is committed to meet to meet the County's coastal, marine, environmental, and natural resource management needs in a timely and efficient manner.

Taylor Engineering will lead and manage the Coastal and Environmental Engineering Services contract from its local Destin office:

Duncan Greer, P.E.
Taylor Engineering, Inc.
4300 Legendary Drive, Suite C246
Destin, FL 32541
Phone: (850) 460-7040 | Fax: (850) 460-7042

E-mail: dgreer@taylorengineering.com

Duncan Greer, P.E. will serve as the project manager for this contract. His broad experience in Okaloosa County and the panhandle region provides detailed understanding of the County's coastal, marine, environmental and natural resource management needs. He has also proven his understanding of the County's Tourist Development Department mission and objectives. Mr. Greer, like our other Destin staff, is closely familiar with the County's beaches, coastlines, Gulf of Mexico waters, Choctawhatchee Bay, as well as many other natural areas. Over the last 9 years in Taylor Engineering's Destin office, Mr. Greer has worked closely with County staff to accomplish numerous innovative beach, inlet, public works, and artificial reef projects. In addition, Mr. Greer has also been fortunate to complete projects with local governments and agencies on coastal and waterfront projects within Okaloosa County, including the Cities of Destin, Niceville, and Valparaiso; Florida Department of Environmental Protection; US Army Corps of Engineers; and the Florida Fish and Wildlife Conservation Commission. Mr. Greer is a native Floridian and a lifelong angler and diver. His hobbies, experience, and advanced education in civil, environmental, and coastal engineering have rooted his profession in environmental stewardship, sustainability, and resiliency. The County will not find a more knowledgeable, dedicated, and responsible project manager, nor a more integrated and local project team.

If you have any questions about this submittal, please contact me at (904) 731-7040 or *jmarino@taylorengineering.com*, or Mr. Greer at (850) 460-7040 or *dgreer@taylorengineering.com*. I appreciate this opportunity to present our qualifications and look forward to providing the highest quality services to Okaloosa County.

Sincerely,

James N. Marino, P.E., D.CE

President



Tab 2. Firm's Credentials

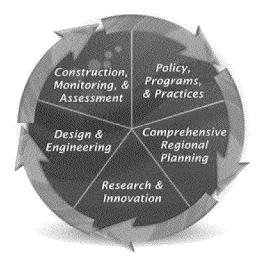
Company Overview and Location

Since 1983, Taylor Engineering, Inc., with headquarters in Jacksonville, Florida; full-service branch offices in **Destin**, Sarasota, and Tampa, Florida; and a field office in the U.S. Capital region, has provided leading-edge solutions in the water environment. The company focuses its attention on water-related engineering, planning, management, and environmental challenges with emphasis on coastal regions. The company takes on projects — coastal restoration and management, coastal processes analysis, beach nourishment, coastal structures, ports, harbors and marinas, environmental restoration and management, waterfront access structures, wave and storm-surge modeling, flood control, flood insurance studies, and more — that cover the spectrum of water-related issues. Each service shares a common characteristic: it supports projects occurring in the water or at the water's edge.

Taylor Engineering is the largest Florida-based coastal, marine, and water resources engineering firm and few, if any, companies can match Taylor Engineering's company-wide focus on coastal and water resource engineering, sciences, and management. Of Taylor Engineering's 57 staff, 37 are engineers, scientists, and geologists, 22 are coastal, ocean, or marine engineers, four are marine biologists, aquatic ecologists, or environmental scientists. In addition, Taylor Engineering's 11 civil, structural, and environmental engineers and geologists specialize in disciplines related to engineering in the water environment — marine structures, dredging, and hydrology and hydraulics. Twenty-nine members of our professional staff hold advanced degrees in engineering or sciences. These team members' skills and experience include marine engineering; coastal engineering; coastal restoration design; environmental sciences; hydraulic, morphological, and hydrodynamic modeling; coastal, riverine, and estuarine processes; hydrology and hydraulics; structural engineering; civil engineering; and construction administration, observation, and certification. Several senior team members bring additional years of experience working in key coastal engineering divisions of federal and state agencies. Our support staff include professional AutoCAD technicians, programmers, geographic information systems (GIS) analysts, IT personnel, finance and accounting specialists, and technical editors.

Key services within our core areas of expertise include:

- Beach and Inlet Management
- Beach Nourishment
- Shore Protection and Erosion Control
- Coastal Processes Analysis
- Coastal Hydraulics, Wave, and Beach Modeling
- Coastal and Marine Structures
- Waterfront Recreation Facilities
- Dredging and Dredged Material Management
- Hydrology and Hydraulics Analysis and Modeling
- Flood Control and Flood Risk Management
- Water Resources Management
- Environmental Assessment, Planning, Permitting, and Restoration
- Mitigation Design
- Policy, Planning, and Programming
- Bid Administration
- Construction Phase Services
- Peer Reviews and Expert Opinions
- Community Relations
- Geographic Information Systems



Taylor Engineering's Life-Cycle Approach to Providing Leading-Edge Solutions



Throughout Taylor Engineering's 35+ year history, we have developed a well-established portfolio with thousands of successful coastal and marine projects throughout the eastern and southern United States, Puerto Rico, and South America. Our diverse project experience includes coastal program planning and management; planning, design, permitting, and construction management for beach restoration, shore protection and inlet projects; coastal and erosion control structures; coastal and marine habitat restoration; environmental restoration; constructed wetlands/living shorelines; artificial reefs; physical and environmental assessments; flood control and water resources; and advanced mathematical modeling of complex water systems. Taylor Engineering applies a "long-haul" approach to projects — one that focuses on application of the problem-solution cycle of engineering and program development. This philosophical approach has served our clients well for decades.

Specific Capabilities and Experience

This section provides a brief overview of our specialized experience and technical competence to address the County's selection criteria.

To demonstrate our experience, as well as our ability to perform reliably and efficiently within the County from our local office, much of the discussion is related to local projects. However, Taylor Engineering has completed a broad and diverse array of projects that include beach restoration, environmental restoration and living shorelines, coastal structures (breakwaters, groins, jetties, etc.), erosion control coastal structures (seawalls, revetments, etc.), as well as detailed and regional coastal inlet hydrodynamics and morphology modeling, and artificial reefs.



Norriego Point Stabilization Project and East Pass

Taylor Engineering has the current workload capacity to provide Okaloosa County efficient, attentive, and effective service. We maintain ample staff of qualified professionals in the coastal engineering and environmental science disciplines that are committed to serve the County. We will manage this project from our Destin office and are able to respond expeditiously to the County's needs.

1. Beach Restoration Experience

Experience in design/permitting and construction management of beach restoration projects. (25 Points)

Taylor Engineering has conducted all aspects of beach restoration projects, including but not limited to: feasibility studies; management plan formulation; design; federal, state, and local permitting; geotechnical investigations and engineering; surveying; aerial photography; development of plans and specifications; bid administration assistance; construction observation and management; post-construction monitoring and reporting; and economic elements. We have performed these services for local government and state agencies in Okaloosa County, East and West Destin, Okaloosa Island, Eglin Air Force Base (AFB), Walton County, Marco Island, Jupiter/Carlin, Ocean Ridge, Jupiter Island, Hillsborough Inlet, Bakers Haulover Inlet, New Smyrna Beach, Summer Haven, and Anastasia State Park. We have also been responsible for similar elements of federal beach restoration projects in Walton, Bay, Lee, Nassau, St. Johns, St. Lucie, and Martin Counties, Venice Beach, Key Biscayne, and Lido Key, Florida. In total, we have designed and permitted over 44 federal and non-federal beach nourishment projects, which collectively have or will restore over 63 miles of beach with over 34,000,000 cubic yards (cy) of sand.





Beach Planning, Design, and Construction

Taylor Engineering prepared both regional- and project-level feasibility studies and plan formulation documents for Okaloosa (Destin) and Walton counties, including a comprehensive regional feasibility study of 32 contiguous miles of shoreline. The study integrated engineering, environmental, and economic elements and ultimately recommended, as a top priority, a seven-mile beach restoration project in eastern Destin and Walton County to mitigate prior storm erosion and to protect upland property and infrastructure. Following these recommendations, we performed additional geotechnical investigations, designed a highlyinnovative borrow area surrounding the East Pass ebb shoal, and designed, permitted and administered the construction of the 3,000,000 cy project. At key project milestones, Taylor Engineering conducted meetings with technical review committees, citizens' advisory councils, and public workshops to receive community input and to facilitate public education. The regional partnership allowed for significant cost savings for the individual participants and resulted in a larger, more resilient beach restoration project. Following project construction, Taylor Engineering produced annual and biennial post-construction physical monitoring reports as required by FDEP permits, utilizing survey data collected by our subcontractor. The monitoring results indicate the project exceeded performance expectations — with approximately 80% of the placed fill remaining as of July 2014 (7 years post-construction) — with no adverse impacts. In conjunction with the post-construction monitoring, Taylor Engineering also conducted extensive historical shoreline and volume change analyses demonstrating the project did not cause undue erosion or interruption of littoral transport within the vicinity of the East Pass ebb shoal system. Consequently, Taylor Engineering successfully requested FDEP remove specific permit requirements to place an additional 50,000 cy of sand west of East Pass, eliminating the financial burden on the City of Destin, Okaloosa, and Walton County. Notably, American Shore & Beach Preservation Association (ASBPA) named the project a 2008 Best Restored Beach.

During construction of the Destin/Walton Beach Restoration, we commenced the second phase of the management plan with design and permitting of the Western Destin Beach Restoration. Taylor Engineering expedited the project permitting; however, petitions from upland property owners and administrative hearings significantly delayed permit issuance. Due to these delays, Taylor Engineering permitted and managed construction of an emergency beach fill project along Holiday Isle in 2010 due to severe storm impacts from Hurricane Ida. Taylor Engineering expedited construction documents, assisted with bid administration, administered construction, prepared post-construction certification, and performed post-construction monitoring. The following year,



Western Destin Beach Restoration Project

FDEP issued the Western Destin permit following the recommendations of the administrative law judge. Taylor Engineering modified the FDEP and USACE permits per the City's request, prepared construction drawings and technical specifications, assisted with bid administration, and managed project construction. Both the Holiday Isle and West Destin projects were constructed within very short windows (7 days for Holiday Isle and 28 days for West Destin) to avoid impacts to the tourist season and **both large-scale projects were constructed on time and under budget with no change orders**. Since construction, Taylor's has collected physical survey data, performed data analysis, and prepared monitoring reports documenting project performance per FDEP permit requirements. The project continues to exceed performance expectations and was also awarded by ASBPA as a Best Restored Beach.

For years, Taylor Engineering has performed post-storm beach assessments and provided design, permitting, and construction administration services for emergency dune restoration projects within Destin and other panhandle counties following severe storms such as Hurricanes Ivan (2004), Dennis (2005), and Sally (2020).



Taylor Engineering has also assisted Okaloosa County with FEMA mitigation and is well prepared to assist the County with disaster mitigation.

Taylor Engineering also supported the County and City of Destin with construction administration for the 2020 USACE East Pass Maintenance Dredging Project. The result of a long effort to modify multiple permits for alternative fill templates within the Western Destin Project area.

Taylor Engineering prepared a beach management and feasibility study for Okaloosa Island which included a literature review, physical characteristic and natural resource investigation, regional coastal processes evaluation, risk analyses of shorefront development, identification of beach management alternatives and feasibility, and recommendations.

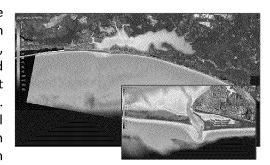


2020 East Pass Maintenance Dredging

Taylor Engineering has also provided design, permitting, and construction-phase assistance to USACE in support of numerous federal beach restoration projects, including the Okaloosa County Coastal Storm Risk Management (CSRM) Feasibility Study and the Walton County Hurricane Storm Damage Reduction Project. From 2018 through 2021, Taylor Engineering provided assistance to Okaloosa County during the USACE Mobile District Okaloosa CSRM Feasibility Study. During the CSRM Feasibility Study, the USACE assessed the feasibility of providing shoreline erosion control, beach restoration, storm damage reduction, environmental restoration and protection, and related improvements along the Okaloosa County's Gulf of Mexico shorelines. Taylor Engineering supported Okaloosa County by attending project update meetings, reviewing draft reports and analyses, and evaluating the general study recommendations in terms of effectiveness as related to the County interests.

Having been involved with the County's coastal management program for over 25 years, we maintain a library of reference materials and reports related to the County's coastal management efforts and maintain databases of county beach surveys, coastal processes, and environmental data. These in-house resources provide a unique advantage over other consultants by allowing us to most rapidly and cost-effectively respond to the County's coastal management needs.

Given our commitment to the life-cycle approach, we encourage regional planning and resource management. For example, in 2007 we facilitated a partnership between Okaloosa County, Destin, and Eglin AFB for regional beach and offshore sand resource management affording these stakeholders significant time and cost savings during design, permitting and construction. Taylor Engineering was also responsible for the regional partnership planning of the Walton County/Destin Beach Restoration Project which extended the design life of both projects and saved the project partners significant time and substantial costs during planning, design, permitting, and construction phases of the project.



Choctawhatchee Bay System Model

Coastal Processes, Modeling, and Analysis

Understanding a region's coastal processes and their effects on the coastal system is a crucial element of coastal engineering and beach restoration projects. Taylor Engineering has extensive experience in every

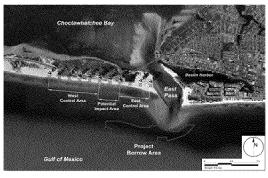


aspect of coastal processes analyses including shoreline changes, beach volume changes, empirical orthogonal analyses, sediment budgets, littoral transport, wave modeling, tidal hydrodynamics modeling, beach morphology modeling, storm effects, storm damage assessments, inlet management, and sand bypassing. We apply in-house wave transformation and sediment transport models to estimate sediment transport in the littoral zone, design coastal structures, investigate borrow site mining impacts on fronting beaches, analyze inlet shoaling, assess the effects of structures on adjacent shorelines and shoal systems, analyze the effects of hardbottom on nearshore beach behavior, and provide input to shoreline change and dune erosion models. Taylor Engineering has performed all of these services in support of numerous Okaloosa County projects. As such, we have existing, in-house hydrodynamic, wave, and sediment transport numerical models for both the Gulf of Mexico and Choctawhatchee Bay shorelines of Okaloosa County.

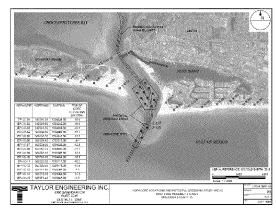
These existing resources will allow Taylor Engineering to quickly and cost-effectively respond to any coastal program management needs as they arise. In fact, given our existing modeling resources and experience, USACE contracted us directly to perform the wave transformation and beach modeling for the Panama City Limited Re-Evaluation Report (LRR).

Borrow Area Design & Sand Compatibility

Taylor Engineering and Amdrill/American Vibracore Services have conducted several sand source investigations and Taylor has designed and permitted borrow areas for various government entities including Okaloosa County, City of Destin, Eglin AFB, Walton County, Palm Beach County (Jupiter/Carlin), St. Lucie County, and the USACE. The projects include reconnaissance and detail-phase subbottom seismic surveys, bathymetric surveys, cultural resource surveys, and vibracore collection. Engineering evaluations include characterization of native beach sand and potential borrow material, overfill analysis, design of borrow area dredging templates, and borrow area excavation impact (modeling) analyses. In addition to the highly-innovative borrow site for the 2006 Destin/Walton Beach Restoration Project, we also designed and permitted a regional offshore borrow source for Okaloosa County, Destin, and Eglin AFB that provides over 17 million cy of high-quality beach sand – a volume sufficient for the initial construction of all local projects and numerous follow-on nourishment projects. Though these sources will require future permitting, identification of these areas has proved crucial for supporting the County's overall long-term planning of regional beach management activities and potential federal beach restoration project. Most recently, in 2019, Taylor collected vibracores and performed



Destin/Walton Beach Project Borrow Area



East Pass Supplement Sediment Vibracores

sediment analysis for potential supplement dredge areas in East Pass. Finally, from our vast experience in the Florida panhandle, we are keenly aware of the area's high quality, sugar-white beaches, the strict requirements for sand compatibility, and the high-quality offshore sand required to preserve these precious resources.





2. Environmental Restoration and Living Shoreline Project Experience

Experience in design/permitting and construction management of environmental projects, (i.e. restoration of living shoreline projects). (20 Points)

Taylor Engineering takes great care to integrate its projects with the natural environment and most of our projects have an environmental restoration component. Some projects focus entirely on restoration, such as living shorelines, incorporating nearshore breakwaters (reefs) to attenuate waves approaching the shoreline and mitigate ongoing erosion, as well as native vegetation restoration.

We have substantial experience with the full range of environmental issues commonly encountered during coastal projects, including environmental permitting (USACE, state, and local); submerged land lease and legal land boundary issues; upland/estuarine/marine habitat and impact assessments; environmental restoration design; mitigation design and long-



Cat Point Living Shoreline

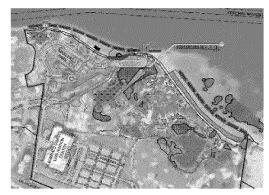
term monitoring; and field data collection and analysis. Nearly all of our coastal engineering projects have required environmental investigations and assessments, environmental permitting, and coordination with state and federal environmental and regulatory agencies. We understand permitting issues and over the years have developed valuable professional relationships with both state and federal regulatory agencies. Our experience with coastal resources such as listed species, wetlands, marine/estuarine critical and essential habitat, and mitigation has proven invaluable during the permitting process.

Taylor Engineering has designed, permitted, and constructed <u>hundreds</u> of environmental restoration projects ranging from small (<1 acre) living shorelines; seagrass, mangrove, and saltmarsh restoration; to 4,000+ acre wetland restoration, creation, and enhancement projects. We understand the complexities of appropriate environmental restoration design and construction within highly sensitive systems. We have the expertise and experience to achieve project success with minimal impact to existing resources.

Throughout the panhandle, and within Okaloosa County, we have designed, permitted, and constructed numerous beach, dune, and back-bay/estuarine restoration projects.

In 2020, Taylor Engineering completed the Cat Point Living Shoreline Project, in Eastpoint, Florida, providing FDEP design, permitting and construction management for the 1,600 ft restoration project incorporating ephemeral low-crested segmented breakwaters and native marsh planting.

For the Okaloosa County Baywalk (Veteran's Park) project, we designed and permitted living shorelines including offshore oyster reef breakwaters and salt marsh to restore and stabilize eroded shoreline habitat. The project also includes offshore docking facilities, boat ramp improvements and a series of upland boardwalks to enhance public access. Notably, Genesis



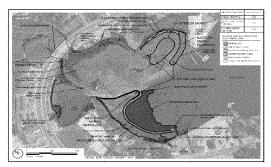
Okaloosa County Baywalk

provided landscape and planning support for the upland improvements. The boat ramp improvements will not only enhance boat launching and recovery efficiencies, but dock and sheet-pile wall components will



greatly reduce the County's required facility maintenance. FDEP permits have been deemed complete and we anticipate USACE permits within the coming months.

Taylor Engineering also conducted design and regulatory permitting assistance to the City of Niceville for the restoration of the Boggy Bayou headwaters. The project includes environmental assessments, alternatives analyses, and design and permitting of stream stabilization measures (along Turkey Creek), removal of deposited sands with beneficial use of the removed sand to create marsh islands and living shorelines that will enhance water quality, fish, and bird habitat, and provide shoreline stabilization and storm protection benefits.



NFWF Boggy Bayou Headwaters

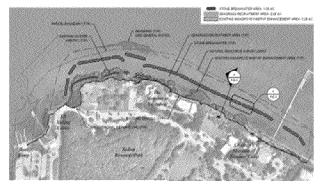
Taylor Engineering has also designed and permitted living shoreline projects (oyster reef breakwaters and saltmarsh restoration) to stabilize shorelines and enhance natural resources at Poquito Bayou Park (Okaloosa) and Lincoln Park (Valparaiso).

The Okaloosa Island Dune Restoration Project included design, permitting, and construction-phase services (i.e., construction drawings, specifications, bidding, construction administration, observation and final certification) for a 3-mile long dune restoration effort. The project created a more aesthetically pleasing recreation experience for residents and tourists by restoring a diverse dune flora community, enhancing public access, and providing educational signage. The project also provides increased storm protection to upland property and infrastructure. The FDEP-funded project included native dune species, sand fencing, post and rope walkways, educational signage, and six elevated beach access boardwalks. The project was successfully constructed <u>on-time and within budget requirements</u> of the FDEP grant.



Okaloosa Island Dune Restoration

Currently, the Taylor Engineering Project Manager is also working with Martin County on the Indian Riverside Park Living Shoreline Project. Taylor Engineering helped County staff develop the project and secure FDEP grant funding for design, permitting, and construction of the ~2,500 ft coastal living shoreline. Taylor is performing coastal conditions analyses, numerical wave modeling, sea level rise projections, and evaluating the structural resiliency to future storm events (2050). The project incorporates a stone segmented breakwater, mangrove habitat restoration, and seagrass recruitment areas.



Martin County Indian Riverside Park Living Shoreline



Taylor Engineering also has a long-standing working relationship with the local non-profit Choctawhatchee Basin Alliance (CBA) and regularly coordinates with CBA on local restoration projects to enhance project partnerships and public outreach through educational signs, demonstration areas, and other education opportunities for grade-school children and waterfront property owners. No other coastal engineering consultant can show the same level of expertise, project experience or resources for environmental restoration and living shorelines experience within Okaloosa County.

3. Coastal and Erosion Control Structure Experience

Experience in design/permitting and construction management of seawalls breakwaters and other erosion control structures. (15 Points)

Taylor Engineering has a proven track record in the planning, evaluation, rehabilitation, permitting, construction of coastal and waterfront structures including seawalls, bulkheads, and retaining walls; breakwaters, jetties, and groins; shoreline protection systems (e.g., rock revetments, geotubes, gabions); and hydraulic control structures. Our project experience also includes marine and land-based pile foundation structures including bridges, piers, and boardwalks; boat launching, marina and wharf structures; port and transportation terminals; berthing areas, mooring systems, and fenders; and underwater concrete. Our project experience covers the full range of project development, including planning, assessment and evaluations, design, permitting, geotechnical and environmental investigations, cost estimating, bid assistance, and construction-phase services (project management, scheduling, observation, and final certification).

Within Okaloosa County, Taylor Engineering staff members have designed, permitted, and constructed numerous challenging coastal structure projects. These projects include numerous marinas, design support for the Eglin AFB seawalls





Norriego Point Stabilization Project

along Okaloosa Island to protect mission-critical infrastructure, and value engineering review and design of the Norriego Point Stabilization Project within East Pass. Taylor Engineering originally provided the County with design alternatives in 2013 for a first-phase of construction to stabilize the damaged Norriego Point structures and reduce the shoreline erosion and channel shoaling causing hazardous navigation conditions within Destin Harbor. We assessed the existing structures, reviewed existing permit and construction documents, and provided design alternatives coupled with advantage/disadvantage summaries and cost estimates to allow the County and City to select the most robust and cost-effective alternative within the available budget. The resulting first phase modified the existing T-groin (landward sheet pile return wall) to minimize the potential for structure flanking and increase shoreline stabilization. The selected alternative resulted in a cost savings of over \$100,000 — a cost reduction of over 50% compared to the original design. Taylor Engineering administered nearly all phases of the project (i.e., preliminary design, permit modifications, construction drawings/specifications, and administration). Subcontractors provided survey support and environmental (shorebird) monitoring services.

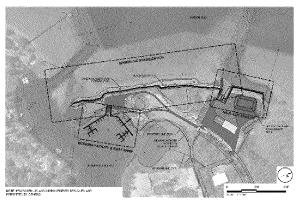


Given the success of the first phase and our in-depth understanding of the project and East Pass, FDEP selected Taylor Engineering to value engineer existing construction documents (prepared by a separate consultant) and re-design the full stabilization project to meet the State's \$10M budget. We reviewed the existing plans, recommended design revisions, obtained permit modifications, and prepared updated construction plans and technical specifications that ultimately saved the FDEP and City millions of dollars. Notably, LMJ provided geotechnical services. FDEP contracted Taylor Engineering to provide construction administration, observation, and final certification services for the highly successful project. Construction included rehabilitating existing T-groins with enhanced scour protection, constructing two sand-tight T-groin breakwaters and a sheet pile wall and rock terminal structure, dredging East Pass and Destin Harbor, and restoring Norriego Point beach and dunes with the dredged sand. Taylor Engineering also prepared final designs for recreational components including bathroom facilities, upland boardwalks and dune walkovers, roadway extensions, and increased parking.

As an example of our seawall design experience, Florida Power & Light Company (FPL) retained Taylor Engineering to provide coastal and structural engineering design and environmental permitting for a seawall and breakwater/artificial reef to protect a nuclear power plant discharge canal and headwall structure from severe coastal erosion. To work around the existing subaqueous 12-ft diameter discharge pipe, Taylor Engineering designed a braced excavation structure to allow seawall construction without anchor interferences or vibratory damages to the critical existing structures. Taylor Engineering also has extensive experience in the planning and assessment of coastal structures. After years of successfully assisting the Town of Manalapan with its coastal engineering needs — particularly with the design, permitting, and construction phases of seawalls — the Town contracted Taylor Engineering to conduct a technical review and provide recommendations for its new seawall ordinance.

Project manager Duncan Greer, P.E.'s local experience includes design, permitting, and construction of numerous marina/waterfront facility structures, including, shoreline erosion control, docking, and access structures at parks with innovative designs. He has also designed and permitted numerous bulkheads and rock revetments for shoreline stabilization and storm protection along the Gulf of Mexico and bay shorelines.

Recently, Mr. Greer led design and permitting efforts for the waterfront facilities of Suzuki Marine Technical Center in Panama City including revetments, vessel haulout expansion, jetty structure, bulkheads, boat ramp,



Suzuki Marine Technical Center, Panama City

fixed and floating access piers, dredging and shoreline stabilization. The project also has required extensive coordination with regulators due to sensitivity of archaeological/cultural resources at the site.

Most projects Mr. Greer has managed or assisted have considered a variety of proposed structures and geotechnical conditions, sensitive environmental areas, and included coastal conditions analyses and numerical modeling to evaluate configurations and anticipated performance. For nearly every major project, he has prepared cost estimates, construction drawings, and technical specifications; assisted with bid administration; performed construction administration and observation to ensure compliance with contract documents; and prepared final certifications.





4. Coastal Inlet Hydrodynamics, Morphology, and Structure Experience

Experience evaluating coastal inlet hydrodynamics, morphology, and structures. (10 Points)

We believe Taylor Engineering's inlet-related experience is second to none in the coastal engineering field. We have thoroughly modeled Okaloosa County's East Pass Inlet (including Destin Harbor and Choctawhatchee Bay) as well as all of the major inlets within the Florida panhandle. We have also modeled every Atlantic Ocean inlet from the North Carolina/South Carolina border south through Key West, Florida as part of our detailed regional modeling work for FEMA. Beyond that, we have completed detailed sediment transport studies of multiple inlets on Florida's panhandle, east and west coasts. Since the 1990's, Taylor



East Pass Inlet

Engineering has authored five state-adopted inlet management plans, *including the East Pass plan*. All of these plans involved close coordination with local sponsors, technical advisory committees, project stakeholders, FDEP, and USACE Jacksonville or Mobile Districts. Coupled with our numerical wave and sediment transport models, we also apply tidal hydrodynamic models to compute storm surge; design inlet jetties; assess inlet impacts on adjacent beaches; define inlet dredging templates by examining impacts on inlet shoaling, navigation, and adjacent beaches; and examine flushing and water quality for various beach and estuary restoration projects.

The first project Taylor Engineering performed directly for Okaloosa County was the development of a comprehensive management plan to improve the sand bypassing capabilities of East Pass (1999 East Pass Inlet Management Plan). The project included documentation and analysis of the physical characteristics of the inlet, beaches, and sea bottom within the area of inlet influence and assessed pre-project (1967) and existing (1996) inlet conditions, jetty configuration modifications, navigation channel relocations, and potential breaching of Norriego Point. This work addressed littoral processes; inlet hydraulics; effects of structures and channel maintenance operations; historic changes in beaches, bathymetry and shoreline positions; wind and wave characteristics; littoral sediment characterization; development of a sediment budget; and identification and evaluation of various management alternatives. The sediment budget provided a means to evaluate inlet impacts on sand bypassing and to determine inlet management alternatives for mitigation of detrimental impacts. The project also involved stakeholder outreach and regular project updates with the technical advisory committee formed with members from Okaloosa County, City of Destin, Eglin AFB, FDEP, USACE and the U.S. Coast Guard. Following evaluations of environmental and physical impacts and construction costs to determine feasibility, Taylor Engineering recommended a specific management plan that addressed the concerns of all the plan participants. Notably, the 1999 plan recommendations included the need for stabilizing Norriego Point.

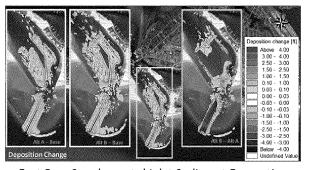
From our design and post-construction monitoring of the Eglin AFB, West Destin, and Destin/Walton Beach Restoration Projects, we also have detailed local knowledge and a comprehensive understanding of the ebb shoal system and the inlet's effect on adjacent beaches, providing us the information necessary to make recommendations regarding East Pass inlet management. Furthermore, local Taylor Engineering staff attended all Norriego Point blue ribbon panel (design) meetings. Our project manager provided numerous design recommendations for increased Destin Harbor protection and cost savings based on his local knowledge and experience and presented project alternatives for increased funding opportunities that were ultimately selected as the preferred solution.



More recently, FDEP adopted an updated East Pass Inlet Management Implementation Plan (2013) that addressed recent changes to the inlet occurring from the 2004 and 2005 hurricane seasons. During the development of the updated plan, local Taylor Engineering staff attended numerous technical advisory committee meetings, thoroughly reviewed the plan, and provided comments to both Okaloosa County and FDEP prior to the plan's adoption. In summary, the FDEP-adopted 2013 Implementation Plan outlines four strategies for managing East Pass. Given our local knowledge and experience, Taylor Engineering has been selected by various entities to implement these strategies. The strategies and our involvement are summarized below.

- 1. Implement a Comprehensive Beach and Inlet Monitoring Program Taylor has monitored East Pass ebb shoal and adjacent beaches for 13+ years and maintain a database of all survey data.
- Modify the Inlet Sand Transfer Protocol to Allow Sand Placement Both East and West of East Pass Taylor Engineering obtained FDEP and USACE permits that authorize the City of Destin to dredge material from the inlet and place material east or west of the inlet per State Statute. The disposal location will be determined from the monitoring protocols established by Taylor and approved by FDEP. We also assisted the USACE with modifying its existing authorization for the same activity.
- 3. Complete the Stabilization of Norriego Point As previously mentioned, we were FDEP's project engineer for designing and managing the Norriego Point Stabilization Project.
- 4. Investigate Availability and Feasibility of Supplemental Inlet Sediment Excavation In support of this strategy, we submitted a funding request to FDEP on behalf of the County for performing the feasibility study. The funding request was granted, and Taylor Engineering completed the East Pass Supplemental Sediment Excavation Feasibility Study in 2021. The study included a performance evaluation of preliminary basin alternatives and developed a sediment basin configuration that could save Okaloosa County around \$700,000 per year over the existing East Pass dredging protocol.

Taylor Engineering has also managed numerous dredging projects within Destin Harbor and East Pass. We maintain a database of past navigation channel dredging projects and surveys within East Pass which give us a significant advantage for quickly assessing shoaling patterns, past dredging efforts and potential future inlet management (dredging) initiatives. We also supported the County with its federal Section 204 study (beneficial use of dredged material) by providing support and oversight services to ensure the study's effectiveness regarding County inlet issues.



East Pass Supplemental Inlet Sediment Excavation Morphological Modeling

With our local knowledge and comprehensive understanding of the East Pass Inlet, Choctawhatchee Bay and Destin Harbor areas, coupled with our experience with the past and present Inlet Management Plans, Destin Harbor dredging projects, and the current Norriego Point Stabilization Project, Taylor Engineering is most qualified to assist the County with any future East Pass inlet and beach management initiatives. Additionally, as a local and avid boater who frequently navigates East Pass, Project Manager Duncan Greer has practical knowledge of East Pass.

5. Capability and Current Workload

Current workload and capability of personnel to provide desired service. (10 Points)

The Taylor Engineering team includes highly qualified personnel experienced in the major tasks and technical abilities outlined in the RFQ. As evidenced throughout this submittal, our team has unmatched experience working on coastal projects within Okaloosa County and the Florida panhandle and has the capacity to

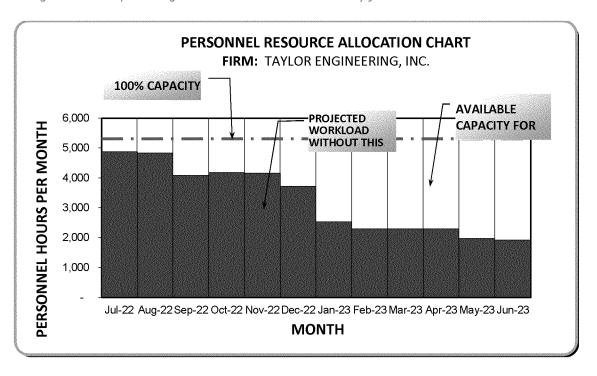




perform all services as described in the RFQ. The previous sections detail Taylor Engineering's technical capabilities and project experience and clearly indicate our capability to perform the requested services. This section contains additional information on Taylor Engineering's capacity to perform the required work. Tab 3 provides additional information on key personnel for this contract.

The organizational chart in Tab 3 identifies our project leadership structure and proposed key personnel for the County's Coastal and Environmental Engineering Services contract. The chart also identifies names and functions of additional support (sub-contractor) personnel that may be assigned to work on this project. A Personnel Qualifications Matrix following the organizational chart summarizes the team's key personnel experience with major tasks and technical requirements associated with Okaloosa County's requested coastal and environmental engineering services. Notably, all proposed personnel have vast experience within Okaloosa County, understand the unique coastal environment, and are highly proficient in the services described in the RFQ. Individual experience and qualifications summaries for key personnel are provided in Tab 3. Together, the organizational chart, matrix, and personnel summaries evidence the Taylor Engineering team's comprehensive qualifications and professional abilities to address challenges associated with each of the requested coastal and environmental engineering services.

As evidenced by the chart below, Taylor Engineering's available work capacity exceeds its present and anticipated workload. Staff will be consistently available to provide service to Okaloosa County and Taylor Engineering commits to providing the human resources necessary for this contract.



We stand prepared to allocate professional resources effectively and prosecute multiple projects concurrently. As an example, Taylor Engineering managed the \$8M Western Destin Beach Restoration while concurrently designing, permitting, and providing bid administration for the Okaloosa County Dune Restoration and Beach Access Management Project. During this time, Okaloosa County and the City of Destin requested Taylor Engineering provide expedited design and permitting services for the Destin Harbor Emergency Dredging Project. Sufficient professional staff and skilled project management allowed Taylor Engineering to obtain survey data, design the project, and submit permit applications within 10 days following authorization. Through close coordination with state regulators, the FDEP permit was issued within two weeks following submittal. We performed the Destin Harbor Emergency Dredging work while

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concurrently managing the two ongoing, large-scale projects. Should a financial windfall (e.g., NRDA, RESTORE ACT) occur within the County or panhandle area or a major storm event impact the region, *Taylor Engineering is fully committed to meeting the potential workload demand from the County*. Notably, nearly all the projects mentioned in this solicitation have been managed by our Destin office clearly demonstrating our track record for successfully managing numerous large- and small-scale projects concurrently and our commitment to unmatched service to Okaloosa County.

6. Office Location

Due to occasional unanticipated project meetings, location of personnel providing desired services is considered to be a key factor. Less than a half day travel time (12 hours) is preferred. Indicate your staff's estimated response time for meetings of short notice. (10 Points)

We will manage and perform work for this contract from our existing full-service Destin office, located in Okaloosa County approximately eleven miles east of the Okaloosa County Tourism Development Department (TDD) (Visitor's Center) on Okaloosa Island.

The travel time between our offices is approximately <u>16 minutes</u>. Upon a call from the County at any given time, Taylor Engineering guarantees staff can join an in-person meeting within 12 hours. Our response time for meetings of short notice is almost immediate, and often anticipated during construction administration. *Following an urgent request, Taylor Engineering staff could normally meet County staff anywhere within the County in under 2 hours*.

Our local office provides us immediate proximity to the Tourist Development Department administration. Our project manager, Duncan Greer, P.E. has a proven history of being able to respond to emergency issues or short notice meetings without additional charges or per diem requirements, providing substantial savings and value to the County. As an example of our commitment to Okaloosa County, below is a short list of sites and occasions where Taylor Engineering staff have met on short notice upon request by the County.

- Okaloosa Island and Destin pre-storm documentation prior to numerous storms (recently Hurricanes Hermine in 2017, Michael in 2018, and Sally in 2020)
- Okaloosa County beaches to review and document sand quality
- Panama City Beach to review new shell screening technology in operation
- Numerous visits to County beaches to investigate reports of increased erosion
- Veteran's Park with County staff, Commissioner, and regulatory staff to discuss concerns related to potential species impacts (less than 4 hours' notice provided)
- Numerous artificial reef material inspections at County facilities (Arbennie Pritchett) and Eglin AFB Ranges
- Offshore fishing buoy retrieval structural inspection (2022)

Over the past 25+ years we have presented project concepts and study results and spoken at numerous Board of County Commissioners (BCC) and TDD meetings as well as public workshops for public engagement and community relations. We have also attended many individual meetings with County commissioners, staff and third parties to discuss coastal engineering or environmental issues. Our local staff members also regularly attend TDD and Board meetings to remain informed of County matters and directives. Notably, for these services, Taylor Engineering did not request payment for additional travel or per diem charges. We will continue to make available any of the team resources to attend project meetings or provide input to County staff.

Taylor Engineering staff works diligently to ensure County staff members stay informed through all phases of ongoing and potential projects. We provide regular project updates and immediately inform County staff



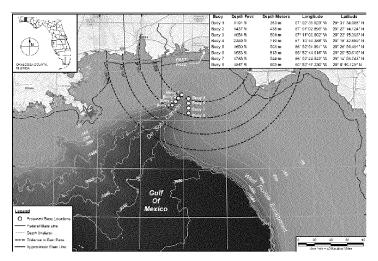
of potential project issues. We update County staff on industry news, funding opportunities, and potential partnerships for County projects. We meet deadlines, educate County staff about the technical aspects of our work, and respond to the County's requests even at our expense. Project manager Duncan Greer, P.E. regularly makes himself available to ensure the County stayed informed of critical issues and projects stayed on-track. We encourage you to contact Mr. Alex Fogg to discuss our commitment to Okaloosa County, availability to meet critical deadlines and address issues, and our past performance record on attending short notice meetings.

Our invaluable knowledge of Okaloosa County's natural areas enhanced by our long-term local presence, long-term history and familiarity with the TDD, and our existing professional relationships with County staff provide Taylor Engineering a unique advantage for cost-effective problems solving and practical solutions that fit the County's goals and budget.

7. Artificial Reef Experience

Experience in design/permitting and construction management of artificial reefs. (10 Points)

Taylor Engineering has a tremendous amount of artificial reef experience and has performed conceptual and final design, planning, permitting, and construction-phase services for dozens of artificial reef projects. Our artificial reef experience ranges from large-scale reefs for fisheries habitat, storm protection and mitigation (creating reefs in nearshore and estuarine environments) to relatively small-scale reefs for snorkeling or oyster restoration. We have also provided permitting assistance for large vessel deployments to enhance fishing and diving opportunities along the Gulf and Atlantic coasts.



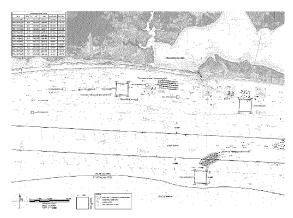
Offshore Fishing Buoy Network

Taylor Engineering provided feasibility, design, permitting and construction administration for the eight Offshore Fishing Buoys, which were completed in 2021. This project is the first of its kind in the contiguous United States. Recently, Taylor Engineering also completed the County's Artificial Reef Management plan, which documents the program's framework and future initiatives have unmatched artificial reef experience in Okaloosa County. Our most significant involvement began in 2011 following the BP oil spill. To support the County's desire to mitigate impacts to offshore resources, fisheries, and public access to the Gulf, we worked with Scott Henson to quickly plan and design four artificial reefs areas (two offshore fishing/diving reefs and two nearshore snorkel reefs) and then prepared permit application packages to support the County's NRDA applications. Following the preliminary approval of these artificial reefs, we began working to develop a long-term plan for the County which ultimately included seven offshore fishing/diving reef areas (each ¼-mile or ¼-nautical mile square), eight snorkel reef areas, and the reauthorization of the County's three Large Area Artificial Reef Sites (LAARS) in federal waters. In total, the 18 regulatory permits authorize approximately 250 square miles of Gulf bottom for artificial reef development. Excluding the LAARS, the permitted reef areas within Fish Havens 13-19 and nearshore reefs provide the County over 70 individual artificial reef sites.

Most recently, Taylor Engineering obtained FDEP authorization for 3-1-nm square reef sites (LAARS) in state waters, allowing for vessel deployments in state waters, another step towards County goals of yearly vessel deployments in recreationally accessible waters. Taylor Engineering has also conducted vessel stability



analysis on-call for the County, with quick tools to evaluate specific vessels and their minimum required depth of deployment for stability during return-period storm events. Taylor Engineering understands the County's ambition to develop vessel deployments in state waters and has helped site and develop a clear path toward that goal.



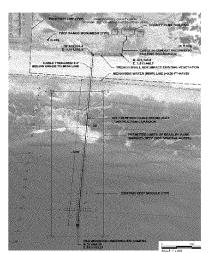
Artificial Reef Planning and Design Example

For these projects, Taylor Engineering performs desktop investigations and offshore bottom surveys of the proposed areas to ensure the sites were devoid of submerged resources and were suitable for reef deployment. Given our long history with Okaloosa County, our thorough understanding of the local area, in-house data libraries, and project stakeholder input, we quickly addressed regulatory concerns regarding long-range strategic planning, offshore resources, beach borrow area conflicts, construction methodologies, and structure stability and settlement. We prepared and submitted permit application packages, including a biological assessment, certified permit drawings, and all required support information. This close coordination resulted in the FDEP issuing permits for the

offshore and nearshore artificial reef sites <u>within 30 days</u> of receiving the applications. Our development of a county-wide biological assessment and permitting template for artificial reefs greatly expedited the permitting process and provides the County framework for cost-effective reef permitting in the future.

Over the last 10 years, Taylor Engineering has obtained regulatory permits for nine nearshore reefs, Fish Havens 13-19, Fish Havens 20-22 (three state water LAARS), reauthorization of LAARS A-C (including the private reef deployment program), and the eight offshore fishing buoys. Over the last five years, Taylor Engineering provided Okaloosa final design and construction-phase services of eight nearshore reefs areas, dozens of offshore patch reefs, and the offshore fishing buoys. Currently, Taylor Engineering is assisting the County with final engineering for an underwater camera system at the nearshore reef off John Beasley Park.

In addition to the planning, design, and permitting services mentioned above, our Destin office has also been instrumental in assisting the County with developing the partnership with Eglin AFB (through the tri-County partnership initiative), wherein Eglin will provide significant volumes of repurposed concrete materials for artificial reef creation. Taylor Engineering managed the first phase of project construction in 2016 (design, bidding,



Underwater Camera at Beasley Park

construction, and final certification) which included two large-scale fishing reefs. The reefs have been very successful in attracting the targeted reef fish and proven very popular with local fisherman, divers, and project stakeholders. Notably, although the pioneering project faced significant challenges, the project was constructed on-time and under budget with no change orders.

Taylor Engineering is also well equipped to support funding acquisition efforts, having drafted the current template for the FWC Artificial Reef Construction Grant Application. We have also successfully assisted Okaloosa County with obtaining grant funding for artificial reefs. We have prepared numerous FWC grant applications for artificial reef construction and have received three grant awards totaling over \$200,000 (the previously mentioned Eglin AFB projects are both partly grant funded). Additionally, we have provided the



County support for numerous other successful grants including approximately \$1.7M from NRDA and \$1.2M from RESTORE. We have also provided support for NRDA, FDEP, FWC, and other grant funding requests and provided on-call assistance for the following phases of NRDA project construction. The following phases of the project provided even greater funding for construction in 2021.

Other Gulf of Mexico and panhandle project experience includes assisting Walton County and the local non-profit South Walton Artificial Reef Association (SWARA) with creating an entirely new artificial reef program, developing an artificial reef management plan, and design and permitting of 11 ¼-nautical mile square reef areas, four snorkel reefs, and a five-square nautical mile LAARS. Our local Destin staff frequently coordinated with project stakeholders (county and local state park staff, local fisherman, and regulatory staff) throughout the management plan development and permitting, resulting in expedited plan development and regulatory authorizations. Taylor Engineering was also selected by Santa Rosa County to manage their \$1.4M NRDA-funded artificial reef construction project. We prepared construction drawings and specifications and provided construction administration for expanding their existing nearshore reef and for 12-14 offshore artificial reef sites.

In summary, no other coastal engineering company can match our level of experience and knowledge of artificial reefs within the Florida panhandle. Further, with our extensive involvement in not only Okaloosa's artificial reef program, but also Walton and Santa Rosa Counties, we have built strong relationships with other panhandle artificial reef managers (Escambia County), and we regularly participate and contribute to panhandle reef manager meetings to share project experiences, recommend future initiatives, and provide recommendations for future follow-on monitoring. Additionally, these relationships and working experience with neighboring counties will likely also provide cost savings to Okaloosa County through regional partnerships and joint construction projects.

Team Member Qualifications

As mentioned in the Letter of Interest, the Taylor Engineering team includes six subconsultant firms to supplement our expertise, provide complimentary services, and to meet the County's needs. Notably, *Taylor Engineering maintains a successful history of relevant experience with all team subconsultants*. Projects include numerous coastal and environmental projects in *Okaloosa County*, *Destin*, and the *Florida panhandle*. Additionally, nearly all of these team members are on the County's current Coastal and Environmental Engineering Contract.



Seaside Engineering & Surveying, LLC (SEAS), a certified small business, maintains a full-service surveying office in Baker and has been in Okaloosa County since 2002. SEAS will provide Land Surveying and Mapping services. SEAS possesses vast knowledge of local conditions in addition to extensive tools, equipment, and personnel to provide

efficient surveying and mapping services. SEAS realizes cost efficiency through their locality and is qualified to work on complex surveying beach, inlet, and dredging projects. SEAS has worked for the USACE surveying beaches throughout the state, and often has worked with Taylor Engineering on projects with the Port Panama City and FDEP.



With more than 40 years of geotechnical engineering experience, *Pensacola-based* Larry M. Jacobs & Associates, Inc. (LMJ), a veteran-owned small business, will provide In-shore Geotechnical Engineering and Analysis services. The firm specializes in professional geotechnical engineering, drilling, and materials testing services. With over 7,000 successfully completed projects, LMJ's local in-house drilling department remains one of

the best equipped in the region, facilitating expedited project schedules. LMJ maintains a wide range of certifications, accreditations, and qualifications and an internal quality control program in accordance with the American Associate of State Highway and Transportation Officials (AASHTO) and the American Society



for Testing and Materials (ASTM). Notably, LMJ maintains a *local office in Okaloosa County* and provided geotechnical engineering services to Taylor Engineering for the Norriego Point Stabilization Project and numerous other waterfront development projects in Okaloosa County and the panhandle.



Geospatial, Inc. (GPI) has been a premier provider of geospatial solutions for over 49 years and maintains an office in *Pensacola*. GPI provides *Precision Mapping*, Aerial Imagery, and LiDAR Acquisition as well as surveying services for transportation, planning, design, construction, energy, and government clientele.

GPI owns and operates multiple aircraft and vehicles equipped with advanced imagery and LiDAR sensors, providing customized solutions for our clients whether it's from the air, ground, or mobile platforms. Our team can gather, assess, standardize, and optimize geospatial data for use across the enterprise using GIS technology. Under a previous title (American Cartographics of America), GPI has completed numerous coastal imagery projects with Taylor Engineering and other team members, including aerial monitoring for the Destin/Walton and West Destin Beach Restoration Projects.



Amdrill, Inc./American Vibracore Services, Inc. (AVS) will provide Offshore Geotechnical Investigations and Vibracoring services for this contract. Since 1978, AVS has specialized in offshore and onshore geotechnical drilling, vibracore collection, and marine support services. AVS's USACE-certified lab offers a variety

of laboratory testing methods. AVS has provided services for many projects throughout Florida and the Gulf of Mexico. Regionally, AVS has performed vibracoring and laboratory services for Taylor Engineering on projects such as *Eglin Air Force Base/Okaloosa County/City of Destin* Sand Source Investigation, Walton County Sand Source Investigation, and the Panama City Dredging Project. Taylor Engineering has also worked closely with AVS on numerous projects onshore and offshore of Florida, including for Ft. Pierce and Kings Bay Naval Base.



Northern Gulf Environmental, LLC (NGE) will provide Environmental Services support to Taylor Engineering's robust staff of environmental scientists and engineers. NGE's senior staff have been providing natural

resource consulting services in Okaloosa and surrounding counties for nearly 20 years. NGE's *Niceville-based* staff provides a variety of professional environmental consulting services ranging from large public works projects and watershed management studies to small-scale site development. In Okaloosa County, our experience with NGE staff includes environmental service support on numerous projects including the Western Destin and Eglin AFB Beach Restoration and Norriego Point Stabilization Projects. The company's local experience includes environmental permitting (e.g., FDEP, USACE, FWC, and NWFWMD), natural resource studies, monitoring and water quality sampling for harbor and dredging projects, beach nourishment, dune planting, waterfront development, military projects, and habitat restoration and design.

HALFF With local offices in *Crestview* and *Miramar Beach*, and Florida offices in Pensacola, Tallahassee, Jacksonville, and Tampa, Halff Associates, Inc., (Halff) specializes in planning, landscape architecture, and civil engineering. The company will provide Landscape Architecture, Site, and Civil Engineering support for this contract. Our experience has shown that projects under this contract may require such services (e.g., beach access development/enhancement). Key staff from Halff have worked on County beach accesses and parks for decades under the name Genesis, which was acquired by Halff. These team members, including Joe Petrich, PLA, have been on Taylor's current Coastal and Environmental Engineering team and were instrumental in the planning and landscape design for numerous County projects including the *Okaloosa County Baywalk Project (Marler Park)*. Under their own contract, Halff designed and permitted the County's 1st, 2nd, 3rd, 4th, 5th, & 6th Beach Park Accesses. In some form, the company has provided strategic planning and design services to the Tourist Development Council since



1991. Early works in support of the County's Beach Improvement and Resource Access Program that identified and mapped resource-based recreation opportunities on Okaloosa Island, the Choctawhatchee Bay planning area and within the beach and bay areas of the City of Destin. The purpose of this program remains to preserve and maintain high quality, public beach and bay access for tourists and residents. This program has led to the development of four beach access parks on Okaloosa Island, the June White Decker Beach access for the City of Destin, and the redesign and construction of Marler Park, a 13-acre park on Choctawhatchee Bay. Halff, partnered with Taylor Engineering, brings generational knowledge and provides continuity between County parks landscape architecture and site design, if needed.

Small Business Designations

While the RFQ does not have a stated requirement or threshold for utilizing small, minority, and womenowned businesses, the Grant Funded Clauses form requires respondents to take all necessary steps to assure these businesses are utilized when possible, in accordance with 2CFR 200.321. Taylor Engineering reached out to various organizations to obtain listings of potential subconsultants in the region to support our team. After reviewing the on-line databases of certified small businesses, Taylor Engineering staff reached out to numerous firms to inquire about their abilities to perform the requested subconsultant services.

Taylor Engineering has enhanced its team with the small businesses listed below. Given our familiarity with Okaloosa County and the services requested, many small businesses do not have the specialized expertise or equipment to perform the work likely required.

Team Member	Specialized Services	Small Business Designation
Taylor Engineering (Prime)	Coastal and Environmental Engineering	Federal Small Business
Larry M. Jacobs & Associates, Inc. (LMJ)	Geotechnical Engineering	Veteran-Owned Small Business
Seaside Engineering & Surveying, LLC (SEAS)	Nearshore and Upland Surveying and Mapping	Small Business
Geospatial, Inc. (GPI)	Aerial and Photogrammetric Services	N/A
Amdrill, Inc./American Vibracore Services (AVS)	Offshore Vibracoring and Geotechnical Engineering	Federal Small Business
Northern Gulf Environmental, LLC (NGE)	Local Environmental Support	N/A
Halff Associates, Inc., (Halff)	Landscape Architecture and Civil Engineering Support	N/A

As the true spirit and intent of the small business program has been achieved with these companies, and given their unmatched highly-specialized services and extensive direct experience with Okaloosa County and Taylor Engineering, we have included these firms on our team. Should additional services be required to the County, Taylor Engineering will continue to seek out qualified small, minority, and women-owned businesses to remain compliant with 2CFR 200.321.

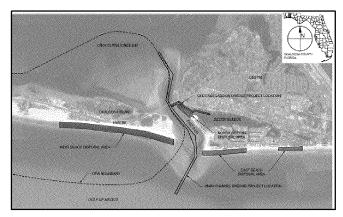


Understanding of the County's Coastal Management Environment

Not only is Taylor Engineering qualified by the experience listed above, but it is also notable that Taylor Engineering has historical and recent knowledge of the County's beaches, coastal environmental resources, and ample experience with numerous regional coastal and environmental engineering projects over the last 25+ years. The section below describes our past and ongoing work with Okaloosa County in relation to future projects and our comprehensive understanding of the County's coastal management environment.

East Pass Inlet Management, Norriego Point, and Destin Harbor

Taylor Engineering first became involved with management of East Pass, Norriego Point, and Destin Harbor with the development of the East Pass Inlet Management Plan, which the Florida Department of Environmental Protection (FDEP) approved in 1999. More recently, FDEP adopted the East Pass Inlet Management Implementation Plan. During the development of the plan, local Taylor Engineering staff attended numerous technical advisory committee meetings, thoroughly reviewed the plan, and provided comments to both Okaloosa County and FDEP prior to the plan's adoption. We have also gained insight into the inlet's effect on adjacent beaches through beach



East Pass Navigation Dredging Overview

monitoring efforts. Taylor Engineering has performed the physical monitoring for the Western Destin Beach Restoration Project. In addition, we performed the monitoring for the Destin/Walton and Eglin AFB projects. We also designed, permitted, and managed numerous Destin Harbor dredging projects. The above work experience provides us with the local knowledge and comprehensive understanding of the navigation channels and inlet system necessary to make recommendations regarding East Pass inlet management activities. Furthermore, as the design consultants for the Norriego Point Stabilization Project, our staff is intimately familiar with the inlet's coastal conditions, the proposed stabilization design and channel dredging project. With our local knowledge and comprehensive understanding of the Destin Harbor and Inlet area and our experience with the past and present inlet management plans, Destin Harbor dredging projects, and the Norriego Point Stabilization Project, Taylor Engineering is well suited to assist Okaloosa County with any future East Pass inlet management initiatives.

Federal Project Assistance

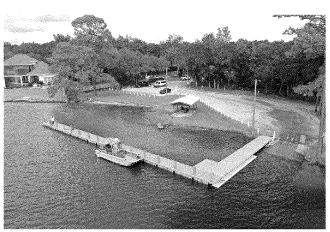
Taylor Engineering is intimately aware of the recent Federal Project activities and initiatives in Okaloosa County. From 2018 through 2021, Taylor Engineering provided assistance to Okaloosa County during the USACE Mobile District Okaloosa County Coastal Storm Risk Management (CSRM) Feasibility Study. During the CSRM Study, the USACE assessed the feasibility of providing shoreline erosion control, beach restoration, storm damage reduction, environmental restoration and protection, and related improvements along the Okaloosa County's Gulf of Mexico shorelines. Taylor Engineering supported Okaloosa County by attending project update meetings, reviewing draft reports and analyses, and evaluating the general study recommendations in terms of effectiveness as related to the County interests. Prior to the authorization of the CSRM project funding, Taylor Engineering assisted the County and the Mobile District with a Section 204 study (beneficial use of dredge material) to continue federal interest in the area. Taylor Engineering provided support and oversight services to ensure the study's effectiveness regarding County issues. For example, upon learning of the USACE's potential termination of the study, we worked with the County's lobbyist to prepare a letter of support for the Section 204 study and accompanied County staff to Washington D.C. to ensure congressional members and USACE headquarters staff fully understand the issues surrounding East



Pass, Norriego Point, and Okaloosa County shorelines. We continue to work with the County and its lobbyist to support the implementation of the proposed Okaloosa County Federal Feasibility Study. Given our working relationship with the USACE Mobile District during the Walton County Federal Feasibility Study, our intimate knowledge of Okaloosa County projects, our existing resources (e.g., numerical models, project designs), and our vast federal project experience throughout Florida, Taylor Engineering has effectively assisted Okaloosa County and the USACE during the feasibility phase and hopes to continue through additional federal studies. In developing federal feasibility studies and general reevaluation reports for the USACE's projects in Amelia Island, Lido Key, Fort Pierce Beach, and Jupiter/Carlin, we have gained intimate knowledge of the federal plan formulation process.

County Parks and Public Works

Taylor Engineering has performed conceptual design, planning, permitting, final design, and construction-phase services for numerous beach and bay access facilities. We have performed planning, design, and permitting services for the Okaloosa County Baywalk Project, Poquito Bayou Park (Longwood Park), as well as several City parks and currently provides design and permitting services for numerous other living shoreline projects within Choctawhatchee Bay. Our extensive experience and in-depth understanding of coastal erosion and natural resource issues help us determine the most effective restoration solution(s) to meet project goals. Our work products,



Poquito Bayou Park Wave Fence and Dock Extension

relationships with project stakeholders, and overall project understanding provide us a significant advantage for future final engineering design and construction-phase services required for project implementation. Taylor Engineering has also designed and permitted numerous waterfront and coastal structures such as marinas, boat ramps, dune walkovers, and supporting upland facilities. We are well qualified to provide inhouse engineering design services for County park improvements such as parking facilities, beach accesses, boat ramps, bathroom facilities, and ADA facilities.

Choctawhatchee Bay Watershed Projects

Taylor Engineering is familiar with the formation of the Okaloosa and Walton County partnership for the restoration of the Choctawhatchee Bay watershed. Our staff participated in numerous watershed partnership meetings and has made recommendations regarding oyster reef restoration, living shorelines, and water quality initiatives within Choctawhatchee Bay.

Disaster Response

With its local Destin office, Taylor Engineering is well equipped to provide rapid assistance to the County prior to or following a severe storm or environmental disaster (oil spill, etc.). We have assisted various government entities throughout Florida with post-hurricane beach assessments and design, permitting, and construction administration services for emergency restoration projects. Locally, we assisted the City of Destin and Walton County with post-storm assessments and dune restoration projects following hurricanes Ivan and Dennis and assisted Okaloosa County and Destin with additional emergency beach and dune restoration projects along Holiday Isle in 2008 and 2010. Our experience includes design, permitting, and construction of FEMA-sponsored projects, which include a host of FEMA-specific design standards and submittals.



In short, our local office, with unwavering support from our other full-service offices, has the experience and staff necessary to provide the County immediate assistance in emergency situations. Should a severe storm or other disaster occur, our vast project experience and in-house work products (e.g., historic beach survey databases and numerical models) will enable us to rapidly provide post-storm beach assessments and, if necessary, expedite design, bid and construction-phase services. In addition, our relationships with the City of Destin, Eglin AFB, and Walton County will allow us to facilitate regional cooperation with potential simultaneous projects, providing significant cost savings to the County and its partners.

Western Destin and Okaloosa Island Beach Restoration Projects

As the County's coastal engineering expert witness and design engineer during the design and permitting phase of the Western Destin and Okaloosa Island Beach Restoration Projects, Taylor Engineering possesses crucial knowledge and understanding of these projects. The Western Destin project was constructed early 2013. Taylor Engineering performed construction administration as well as annual monitoring since project construction. Given the increased erosion within the western project area and the potential for renourishment in the near future, Taylor Engineering's existing work products will provide the County the most cost-effective solution for rapidly performing construction phases services, if needed.

Regarding the Okaloosa Island Project, FDEP authorized the project on February 6, 2012; however, outspoken opposition from local groups prompted the Okaloosa Board of County Commissioners to delay project construction. Should a severe storm or other factors sway public opinion in favor of the project, our extensive project experience and in-house work products will enable us to rapidly provide post-storm beach assessments, if necessary, and expedite bid and construction-phase services.

Summary

Taylor Engineering provides unsurpassed knowledge of the solicited services and thoroughly understands past, current, and upcoming Okaloosa County projects. We understand the level of complexity and demand that may accompany simultaneous beach restoration and shoreline protection projects or assessments, and we possess the professional staff and working relationships to manage increased workloads and accelerated schedules resulting from numerous concurrent projects. As the County's current Coastal and Environmental Engineering Consultant and expert witness for previous beach restoration projects, we fully understand the controversial nature of coastal projects and have the professional integrity, technical expertise, and community relations skills necessary to manage and implement coastal projects from concept through completion. With over 25 years of experience with Okaloosa County beaches, intimate local knowledge and involvement with recent projects, and comprehensive understanding of the process and requirements of coastal and environmental engineering projects, Taylor Engineering is most qualified to assist the County with its current and upcoming projects.

We contend that few companies, if any, can match Taylor Engineering's combination of assets: our superb working relationship with local, regional, state, and federal personnel; our proven success with coastal planning, management, and engineering projects; and our dedicated, Destin- and Florida-based staff. For Okaloosa County, no other engineering firm or project manager can show the same level of experience on County projects or match our understanding of the local area.

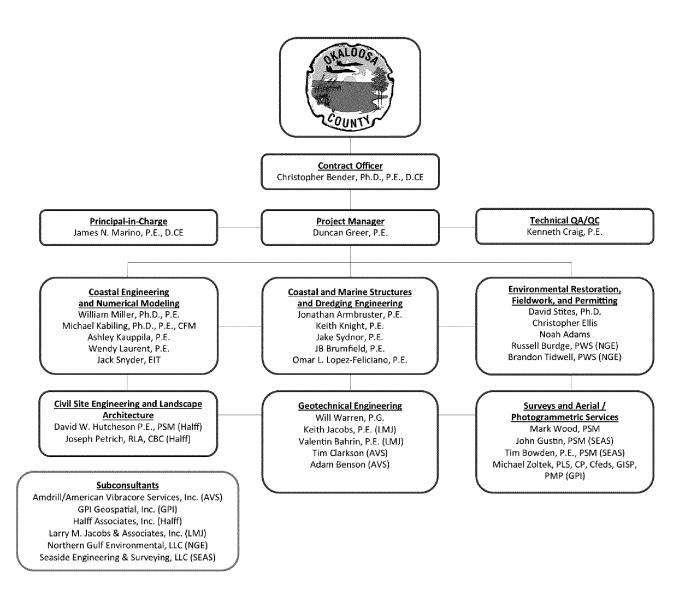


Tab 3. Key Personnel Qualifications

Organizational Chart

While not specifically required in the RFQ, the organizational chart below identifies our project leadership structure and proposed key personnel for the County's Coastal and Environmental Engineering Services contract. The chart also identifies names and functions of additional support (subcontractor) personnel that may be assigned to work on this project.

Additionally, a Personnel Qualifications Matrix (immediately following the organizational chart) summarizes the team's key personnel experience with major tasks and technical requirements associated with Okaloosa County's requested coastal and environmental engineering services.



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Delivering Leading-Edge Solutions

Christopher J. Bender, Ph.D., P.E., DCE

Vice President of Coastal Engineering

Education

- Ph.D./Coastal Engineering, University of Florida
- M.S./ Coastal Engineering, University of Florida
- B.S./Ocean Engineering, University of Rhode Island

Licenses/Certifications

Professional Engineer – FL, MS ■

Years of Experience

Total With Firm 19 19

Professional Affiliations

- American Society of Civil Engineers (ASCE) Coastal Engineering Research Council (CERC)
- American Society of Civil Engineers (ASCE) Academy of Coastal, Ocean, Port & Navigation Engineers (ACOPNE)
- American Society of Civil
 Engineers (ASCE) Coasts,
 Oceans, Ports, Rivers
 Institute (COPRI) Coastal
 Engineering Sciences
 Committee Chair

Florida Engineering Society

Part-time Faculty Member — University of North Florida, School of Engineering

Background/Responsibilities

Dr. Bender directs the Coastal Engineering Group at Taylor Engineering. Over his career, he has taken a leading role in the simulation and evaluation of hurricane surge, wave mechanics and loading, littoral processes, shoreline protection, and sediment transport. Dr. Bender's coastal engineering experience includes use of the following assessment tools: STWAVE, SWAN, SWAN+ADCIRC, REF/DIF-1, MIKE21, SMS, ACES, Beach-fx, GENESIS, and SBEACH as well as numerous desktop assessment techniques. He has successfully applied these models to many Atlantic and Gulf Coast locations from New England to Texas and the Great Lakes. Dr. Bender has taught coastal engineering courses at the University of North Florida as a part-time faculty member.

- Okaloosa County East Pass Sediment Impoundment Basin Feasibility Study, Okaloosa County, FL (2022) Technical review for a feasibility study evaluating sediment impoundment basin design alternatives in East Pass to facilitate and enhance bypassing sediment to the adjacent eroding beaches. The study evaluated the ability of sediment deposition basins to impound a sufficient volume of sediment to meet sand bypassing requirements as well as provide a surplus of material to nourish adjacent eroding beaches
- Broward County ADCIRC Flood Study (2018) As technical manager, develop and coordinates activities to examine the effect of alternative seawall configurations on coastal flooding for the USACE. Applies the SWAN+ADCIRC model to simulate tropical storms and various tide and sea level rise scenarios.
- Coastal Modeling Services for the Panama City Beach Shore Protection Project General Reevaluation Report (GRR), Bay County, FL (2007) As senior engineer, performed tasks to develop and execute coastal engineering models to simulate nearshore waves and longshore transport in the project area. Performed historical and recent shoreline and volume change analyses as basis for project erosion rates and cross sections. Calibrated the U.S. Army Corps of Engineers economic model Beach-fx to the recent shoreline behavior in the project area.
- Intracoastal Waterway (ICWW) Initiative, Gulf, Bay, and Walton Counties, FL (2008) As project engineer, analyzed relevant data to develop a historical perspective of work performed on the ICWW since completion. Reviewed and analyzed historical U.S. Army Corps of Engineers dredging and disposal records within the ICWW and relevant waterways.
- Walton County Shore Protection Feasibility Study, Walton County, FL (2007) As project manager, performed coastal analysis in preparation of feasibility report for the shore protection project. Developed, calibrated, and applied GENESIS model for Walton County to evaluate longshore transport. Applied recent data to update shoreline change trends, volume changes, and sediment budget within Walton County.
- Beach Restoration Design and Permitting, South Volusia County, FL (2007) As project engineer, performed coastal analysis and developed nearshore wave model to evaluate conditions in the study area. Applied results of the coastal analysis and nearshore wave simulations to develop longshore transport estimates with the GENESIS model.
- Okaloosa County Road Protection Dune Design, Okaloosa County, FL (2005) As project manager, evaluated erosion along U.S. Highway 98 in Okaloosa County. Applied the coastal construction control line model to develop dune profiles that met project requirements and provided adequate roadway protection from prototype storms.



Delivering Leading-Edge Solutions

Duncan Greer, P.E.

Coastal / Waterfront Engineer

Education

- M.S./Coastal Engineering, University of Florida
- B.S./Civil Engineering, Florida State University
- B.S./Environmental Engineering, Florida State University

Licenses/Certifications

Professional Engineer-FL

Transportation Worker Identification Credential

Years of Experience

Total 10

With Firm 9

Professional Affiliations

American Society of Civil Engineers (ASCE) Coasts, Oceans, Ports, & Rivers Institute (COPRI)

Background/Responsibilities

Mr. Greer manages numerous living shoreline, shore-stabilization, waterfront facilities, and various coastal engineering projects in the Florida Panhandle. Mr. Greer draws from a broad background of civil, environemntal, and coastal engineering to manages large multi-discinplenary projects for government and private clients. As a coastal and waterfront engineer, Mr. Greer conducts coastal processes analyses and structure design including numerical modeling of waves, sediment transport and storm impacts; performs analyses of wave attenuation and diffraction provided by coastal structure alternatives; prepares technical documents including construction drawings and specifications; performs construction administration services, structural inspections, feasibility studies, data and statistical analyses; as well as physical and environmental monitoring.

- Beach Restoration Project and Beach Monitoring, FL (Ongoing) Conducted reporting and analyses of survey data, coastal processes, and borrow area bathymetry to assess volume and shoreline changes, project performance, and prepare reports in accordance with regulatory authorizations for numerous Florida beaches. Beach monitoring projects performed in Okaloosa County include the Holiday Isle Emergency, Eglin AFB, Walton/Destin, Okaloosa Island, and Western Destin Beach Restoration project areas. Mr. Greer also coordinated the 2020 East Pass Maintenance dredging reporting and has provided services for Venice Beach, Martin, St. Lucie, and St. Johns Counties.
- Artificial Reef Program Management, Okaloosa County, FL (Ongoing) Works closely with County staff to provide on-call artificial reef program management services including planning, permitting, design, grant-preparation, material inspections and acquisition, maintains County stock-pile inventories, staging area siting and coordination, bottom surveys and reporting, NRDA contract negotiations, Eglin Air Force Base (AFB) coordination and support to the Tri-County Partnership initiatives, and construction phase services. Managed design, permitting, and construction of dozens of reefs in Okaloosa County. Mr. Greer developed the 2022 Artificial Reef Management Plan, worked closely with environmental scientists during design permitting and construction of the Offshore fishing buoys (i.e., FADs) and recent inspections.
- Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, FL (Ongoing) Conducted fesign of shoreline stabilization and recreational improvements on Norriego Point stabilization within East Pass and project manager for recreational improvements. Services include submerged aquatic vegetation surveys, dredging permit modification, coastal conditions analysis, value and final engineering design, construction drawings and specifications, and bid administration, bid administration, and construction administration.
- Joes Bayou Recreation Area Improvement, City of Destin, FL (Ongoing) Project manager for \$12.2M FDEP NRDA project that includes living shorelines, breakwaters, bulkheads, habitat restoration, boat ramps, access and fishing piers, boardwalks, stormwater, landscaping, and civil site design.
- Suzuki Waterfront Engineering Consultation, Okaloosa County, FL (Ongoing) Developing a conceptual layout of waterfront facilities, and presentation of the proposed development in an initial regulatory consultation with the FDEP and USACE; proposed development to include expanded haulout well(s), docking facilities, expanded boat ramp(s), and shoreline protection features.
- East Pass Sediment Impoundment Basin Feasibility Study, Okaloosa County, FL (2022) Performed a feasibility study evaluating sediment impoundment basin design alternatives in East Pass to facilitate and enhance bypassing sediment to the adjacent eroding beaches.
- Oak Shore Drive Fishing Pier, Parker, FL (Ongoing) Conducted final engineering design and permitting for the FDEP NRDA \$3.4M concrete fishing pier.
- Boggy Bayou Headwaters Restoration, Okaloosa County, FL (2016-2019) Designed and modeled alternatives to improve water quality, restore aquatic and estuarine habitat and enhance recreational opportunities through sediment removal, marsh and living shoreline creation, exotic vegetation removal, and boardwalk and kayak launch construction.



Delivering Leading-Edge Solutions

Michael B. Kabiling, Ph.D., P.E., CFM

Senior Coastal & Water Resources Engineer

Education

- Ph.D./Hydraulic & Coastal Engineering, Yokohama National University
- M.E./Water Resources Engineering, Asian Institute of Technology
- B.S./Civil Engineering, University of Philippines

Licenses/Certifications

Professional Engineer—FL, SC, GA, WA

Certified Floodplain Manager—U.S.

Years of Experience

Total 29

With Firm 20

Professional Affiliations

American Society of Civil Engineers (ASCE)

American Water Resources
Association (AWRA)

Association of State Dam Safety Officials (ASDSO)

Association of State Floodplain Managers (ASFPM)

Florida Engineering Society (FES)

International Association of Hydraulic Engineering and Research (IAHR)

Background/Responsibilities

Dr. Kabiling has more than 28 years of experience with advanced expertise in water resources, hydraulic and coastal engineering, numerical modeling, and climate change resiliency. His responsibilities at Taylor Engineering include providing project management, business development, leading engineering studies, and leading the numerical modeling practice area of the company. His project experience includes the application of one-, two-, and three-dimensional hydrodynamic, advection-dispersion, sediment transport, morphology models such as the MIKE11/MIKE21/MIKE3 model suites, Delft3D model suites, ADCIRC, EFDC, CMS-Flow, HEC-RAS, HEC-HMS, RMA2, RMA4, and the MIKE21 Spectral Wave, Bossinesq Wave, and Nearshore Wave models, Delft3D-Wave / SWAN, ACES, STWAVE, REFDIF1, CGWAVE, and CMS-Wave wave models. He has applied these models on more than 35 hydraulics and scour studies in Florida, South Carolina, Louisiana, and Texas and more than 75 numerical modeling projects in hydrology, hydrodynamics, waves, riverine and coastal flood, dam break, water quality, contaminant transport, sediment transport, morphology, and sea level rise.

- Okaloosa County East Pass Sediment Impoundment Basin Feasibility Study, Okaloosa County, FL (2022) Lead modeler performed a feasibility study evaluating sediment impoundment basin design alternatives in East Pass to facilitate and enhance bypassing sediment to the adjacent eroding beaches. Developed baseline integrated hydrodynamic, wave, and sediment transport model to estimate the sand movement through the inlet and nearby areas. The sediment transport model included morphological computations that estimated accretion and erosion in the inlet. Modified baseline models included alternative sediment basin designs and evaluation of sediment trapping capacities, trapping efficiency, and potential impacts of the basin design alternatives under normal tides and select storm surge conditions. Evaluated the ability of sediment deposition basins to impound a sufficient volume of sediment to meet sand bypassing requirements as well as provide a surplus of material to nourish adjacent eroding beaches.
- Halff Associates, Inc. Flood Hazard Calculations for The Reserve at St. Charles Bay, Rockport, TX (2019) Lead modeler developed a two-dimensional coastal hydrodynamic model for simulation of storm surge under pre- and post-development conditions. Prepared a letter report supporting a FEMA letter of map revision application.
- St. Lucie County Fort Pierce Inlet Sand Tracer Study, St. Lucie County, FL (2018) Coastal engineer developed and applied an integrated two-dimensional hydrodynamic, wave, and particle tracking model to simulate the transport of fluorescent tracer sediments in and around Fort Pierce Inlet and to determine sediment transport pathways. Evaluated sediment transport from physical processes analyses, extensive sampling, and numerical modeling.
- David Miller & Associates, Inc. Port Everglades Project Engineering and Design Sediment Tracking Modeling, Broward County, FL (2018) Project manager, hydraulic engineer, and coastal engineer supported USACE and Port Everglades planning for navigation channel deepening and widening with particle tracking modeling to determine fate of dredged material released into the water column. Designed field program for tides, currents, and waves measurements to support model setup and validation. Developed and applied state-of-the-art modeling with integrated three-dimensional MIKE hydrodynamic, wave, and particle tracking models and. Model application included dredged material plume modeling and dredged material deposition and suspension pattern for normal and extreme tides, waves, Florida Currents, and 25 dredging scenarios.



Delivering Leading-Edge Solutions

William Miller Jr., Ph.D., P.E.

Senior Coastal and Hydraulics Engineer

Education

- Ph.D./Coastal and
 Oceanographic
 Engineering, University of
 Florida
- M.S./Coastal and
 Oceanographic
 Engineering, University of
 Florida
- B.S./Naval Architecture and Marine Engineering, University of Michigan

Licenses/Certifications

Professional Engineer—FL, GA, MA

Years of Experience

Total With Firm 26 17

Professional Affiliations

American Society of Civil Engineers (ASCE)

ASCE Coasts, Oceans, Ports & Rivers Institute (COPRI)

ASCE Committee for Design Standards for Piers and Wharves

Florida Engineering Society

Transportation Research Board (TRB)

Background/Responsibilities

Dr. Miller commands an advanced skill set for modeling and analysis of near shore and inlet hydrodynamics; hurricane surge; wave mechanics and loading; littoral processes; shoreline stability and protection; water quality in streams, estuaries, and marinas; sediment transport; and structure induced sediment scour, as well as engineering design of shore protection and navigation projects. His work includes the application of two-dimensional finite element models such as the U.S. Army Corps of Engineers' RMA2, RMA4, CGWAVE, and ADCIRC; the MIKE21 model suite; and the REFDIF, CGWAVE, and MIKE21 wave models. He has successfully applied these models for many locations throughout Florida (including applications for inlets, bridge hydraulic and flushing/circulation studies). Prior to joining Taylor Engineering, Dr. Miller served 21 years (active and reserve) as a Submarine Qualified, Nuclear Trained U.S. Naval Officer.

- Artificial Reef Stability Analysis, Okaloosa County, FL (2020) Lead Coastal Engineer for stability analysis of two artificial reefs in Okaloosa County, FL. Analyzed the stability of two derelict vessels to be used as submerged artificial reefs under storm conditions to determine required weight and water depth for placement.
- Volusia County 3-Mile Reef Design, Volusia County, FL (2019) Lead Coastal Engineer for development of artificial reef design offshore of Volusia County, FL. Developed design coastal conditions and reef unit size requirements for the offshore reef.
- Eagle LNG Terminal Design, Jacksonville, FL (2019) Lead coastal engineer to develop coastal design conditions (storm surge, wave heights, wind speeds), design current and wave loads on terminal dock piles and decks, and erosion estimates and countermeasures for an LNG ship marine terminal along the St. Johns River in Duval County, Florida.
- Cat Point Living Shoreline, Franklin County, FL (2017) Senior coastal engineer to develop shoreline protection. for engineering and environmental services, including field investigations and reporting, in support the Department of Environmental Protection's plan to construct breakwaters and create salt marsh habitat at Cat Point in Apalachicola Bay. Project included bathymetric and boundary surveys, natural resource investigations, preliminary engineering design and permit drawings, environmental permits acquisition, final design and construction documents, and bidding and construction administration services.
- Seawall Scour Study at Eglin Air Force Base, Okaloosa County, FL (2009) Conducted cross-shore modeling and local seawall scour evaluation at three proposed seawalls at Eglin Air Force Base. The project included evaluation of the effects of a proposed beach fill and long-term historical shoreline recession on the scour seaward of the seawalls.
- FDOT District 3 12th Avenue Bridge over Bayou Texar BHR, Escambia County, FL (2012) Project manager and lead engineer for Bridge Hydraulic and Scour study at the 12th Avenue Bridge over Bayou Texar in Pensacola, Florida. Conducted RMA2 modeling and supervised HEC-RAS modeling of the tidally influenced environment. Applied HEC-18 and FDOT contraction and pier scour procedures to estimate scour potential at the bridge site. Determined design water levels and estimated bridge deck drainage requirements.
- Churchill Oaks Hydrographic Assessment, Walton County, FL (2018) Developed RMA2 hydrodynamic and RMA4 water quality models to verify the flushing capacity of a proposed marina in Walton County, FL. Evaluation also calculated the effects of fecal coliform on nearby oyster beds to meet Florida DACS requirements.



Delivering Leading-Edge Solutions

Jonathan T. Armbruster, P.E.

Sr. Vice President of Waterfront Engineering

Education

- M.S./Environmental
 Hydrologic & Hydraulic
 Engineering, University of
 Illinois
- B.E./Civil Engineering, The Cooper Union

Licenses/Certifications

Professional Engineer—FL, AL, NY

Transportation Worker Identification Credential

Years of Experience

Total	With Firm
23	19

Professional Affiliations

American Society of Civil
Engineers (ASCE)

ASCE Coasts, Oceans, Ports &
Rivers Institute (COPRI)

COPRI, Ports and Harbor
Committee

PIANC, U.S. Principal
Representative to the
Recreational Navigation
Commission

Florida Engineering Society

Background/Responsibilities

As senior vice president of Taylor Engineering's waterfront engineering group, Mr. Armbruster oversees efforts across a spectrum of activities from feasibility analysis through final design and construction phase services for a range of projects including marine and waterfront facilities, marine structures, dredging projects, dredged material management facilities, hydraulic control structures, pile foundation structures, erosion control measures, and shore protection installations.

- Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, FL (Ongoing) Principal-in-charge for the design of shoreline stabilization and recreational improvements on Norriego Point within East Pass. Services include submerged aquatic vegetation surveys, dredging permit modification, conceptual upland recreational design, coastal conditions analysis, value and final engineering design, construction drawings and specifications, and bid administration.
- Avenida Menendez Seawall Design, Permitting, and Construction-Phase Services, St. Augustine, Florida (2015) Principal-in-charge for construction phase engineering of new seawall, designed to protect existing 1890s historical landmark seawall. Project included historic preservation of a historically significant seawall, installation of a new 1,800-foot seawall and waterfront promenade, utility system upgrades, and other flood protection measures within the historical preservation district of St. Augustine.
- San Juan Waterfront Redevelopment, Puerto Rico (2013) Served as project manager for marine and waterfront engineering consulting and design services that revitalized, retrofitted, and replaced aging and failing deep-water port infrastructure to support new mixed-use development including waterfront park facilities; cruise passenger tourist attractions; and commercial, residential, and civic developments. Marine structure services included evaluation of bulkheads, docks, and piers and design for new bulkheads, piers, mooring facilities, water taxi/seaplane berth, and other waterfront facilities.
- Charles E. Cessna Landing Boat Ramp Engineering Design and Permitting, Walton County, FL (2010) Project manager for engineering design and permitting of concrete boat ramp structure to replace a dilapidated yet popular boat launch facility in south Walton County. Project included survey, geotechnical investigation, ramp structural design, cofferdam design, and environmental permitting.
- Miramar Beach Parking Structure, Walton County, FL (2009) Project manager and engineer-of-record for design and permitting of a beachfront parking structure. The structure replaced traditional at-grade asphalt parking historically subject to severe damage by coastal storms. Project included construction of a single-level concrete parking structure supported by 175 prestressed concrete piles, installation of a sheet pile upland retaining bulkhead, and roadside utility relocations to develop storm resistant public access parking.
- Harborview Permit Engineering Support, Charlotte County, FL (2008) Project manager responsible for coordinating engineering support for permit efforts related to waterfront components of a large-scale mixed-use development. Engineering design components included navigable canals, a 400-slip full-service marina, shoreline bulkhead, public boat ramp, residential docks, dry-storage launching area, and boat lift transfer site.



Delivering Leading-Edge Solutions

Keith A. Knight, P.E.

Senior Waterfront & Marine Structural Engineer

Education

B.S./Civil Engineering, University of Florida

Licenses/Certifications

Professional Engineer— FL, GA, SC, TX, MA

Federal Highway
Administration – 80-hour
BITM 90 (Safety Inspection
of In-Service Bridges)

Transportation Worker Identification Credential

Years of Experience

Total With Firm 25 21

Background/Responsibilities

Mr. Knight has over 25 years of experience in the design and construction of marine facilities and waterfront structures. His design experience includes ship terminals and port structures, waterfront parks, marinas, jetties, shoreline protection systems, dredging and dredged material management facilities, pedestrian bridges, vehicular bridges, and drainage control structures. His construction inspection experience includes port structures, dry docks, marinas, bridges, bulk material handling systems, dredged material management sites, shoreline protection systems, and seawall inspections, among others. Mr. Knight's structural experience includes designs with carbon steel, stainless steel, timber, wood composites, concrete, vinyl, fiberglass (FRP), and aluminum. Additional specific experience includes structural modeling, seismic analysis, wave and current loading on structures, mass concrete, high-performance marine concrete, underwater concrete, prestress concrete, duplex stainless steel, welding, underwater construction, steel sheet pile, concrete sheet pile, vinyl sheet pile, composite sheet pile, soil anchors, helical anchors, segmental retaining walls, driven pile foundations, PDA testing, directional drilling, jack-n-bore pipe installation, embankment seepage and stability analysis, and soil-structure behavior under lateral loads.

- Florida Department of Environmental Protection Concrete Fishing Pier, Parker, Florida (Ongoing) Engineering design of concrete fishing pier in East Bay, near Panama City, Florida. Work included 3D structural analysis of pier under wave and current loads, design of prestressed concrete deck, prestressed piles, concrete cap, and timber railing.
- Port of Panama City Barge Slip Closure, Panama City, FL (Ongoing) Final design and permitting of 47 ft exposed height steel sheet pile (combo) wall. Bulkhead surcharge load consist of 350 tonne cable spools placed within 15 ft of the bulkhead. Work included design of anchor rods, deadman wall, steel connections, concrete cap, reinforced concrete slab-ongrade, and drainage system.
- Lonesome Island Wetland Reserve Plan of Operation, Highlands County, FL (2017) Designed water control structures and earthen embankment for Natural Resource Conservation Service (NRCS) 4,078-acre wetland restoration area.
- Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, FL (2017)
 Design of steel sheet pile barrier wall to stabilize channel banks and to prevent the filling of the channel by drifting sand.
- Dubois Park Improvements, Palm Beach County, FL (2010) Design of vinyl sheet pile bulkhead and dockage for Zeke's marina located within the boundaries of Dubois Park at Jupiter Inlet. Project included design and specifications for various park improvements including a seawall, fixed dockage, floating docks, dredging, and a breakwater.
- Charles E. Cessna Landing Boat Ramp Engineering Design and Permitting, Walton County, FL (2009) Structural design and engineering of concrete boat ramp and temporary cofferdam. Work included structural modeling of concrete slab with pile supported end-section, development of marine concrete specifications, design of vinyl sheet pile cutoff wall to prevent foundation undermining, and engineer's cost estimate.
- Miramar Beachfront Parking Facility, Walton County, FL (2009) Structural design and engineering for a pile-supported concrete parking deck adjacent to the Gulf of Mexico. The structure replaced traditional at-grade asphalt parking historically subject to severe damage by wind and wave forces encountered during a typical hurricane.



Delivering Leading-Edge Solutions

David L. Stites, Ph.D.

Senior Environmental Scientist

Education

Ph.D./Aquatic Ecology, Emory University

M.S./Applied Biology and Aquatic Ecology, Georgia Institute of Technology

B.S./Biology, Eckerd College

Years of Experience

Total	With Firm
37	17

Professional Affiliations

National Association of Environmental Professionals (NAEP)

Background/Responsibilities

During his career, Dr. Stites has successfully implemented and managed a wide range of environmentally-focused water resource projects including environmental feasibility evaluations, diagnostic and pilot project studies, wetland and lake restoration design and implementation, wetland impact evaluation, mitigation, design and monitoring, state and federal environmental permitting, and document support for National Environmental Policy Act (NEPA) coordination activities. He has extensive experience presenting such issues to technical and public audiences, as well as negotiating environmental regulatory issues. His expertise is in freshwater, estuarine, and marine environmental matters including wetland restoration, water quality, endangered species, and associated permitting processes in Florida and around the U.S. His experience includes design and permitting of artificial reefs along Florida's Gulf and Atlantic coasts. He provides support for resolution of regulatory issues to Taylor Engineering and their clients, expert witness testimony, and mentors junior environmental staff. He is an active member and serves on the publication board of the National Association of Environmental Professionals.

- Artificial Reef Program Development, Okaloosa and Walton Counties, FL (2013) Task leader and senior scientist in the preparation of environmental permit applications and environmental assessments for permits to place artificial reefs in the nearshore and offshore of Okaloosa and Walton counties in the Florida panhandle. Project includes nearshore beach-accessible artificial reefs and reefs well offshore in the Gulf of Mexico.
- Panama City Port Authority Final Engineering Design & Permitting Assistance for Barge Slip Closure, Panama City, FL (Ongoing) Senior Environmental Scientist supporting port effort to close an upland-dug slip within the port. Final application review is nearing completion.
- Volusia County Artificial Reef Re-Authorization (Ongoing) Senior Environmental Task Leader for projects to manage, improve, and develop artificial reefs in nearshore and offshore locations off Volusia County.
- Canal Dredging Feasibility, Design, and Construction, Longboat Key, FL (Ongoing) Senior Scientist for project to maintenance dredging residential canals in Longboat Key, FL. Project includes environmental feasibility, assessment, seagrass impact and mitigation; state and federal permit authorizations.
- Eau Gallie River and Elbow Creek Restoration Dredging, Brevard County, FL (2019) Lead scientist o the St. Johns River Water Management District restoration dredging project on the Eau Gaille River and Elbow Creek. Tasks included environmental feasibility and assessment, characterization, delineations, and permit authorizations, bidding, and construction administration assistance for the project.
- Legendary Yacht Club Dredging Design and Permitting, Destin, FL (2017) Provided evaluation of permitting requirements, including natural resources impact analyses and mitigation strategy, for marina basin and navigation channel dredging. Prepared preliminary design and permit applications.
- Artificial Reef Buoy Design, Permitting, and Installation, Volusia County, FL (2015) Project manager on the design, permitting, and installation of lighted buoys to mark two artificial reefs approximately one mile offshore of Volusia County beaches.

JOE PETRICH, PLA

HALFF

Senior Landscape Architect



EXPERIENCE

39 Years Total 7 Years with Halff

EDUCATION

Bachelor of Science, Landscape Architecture, West Virginia University

REGISTRATION

Landscape Architect: FL #LA0001173

Joe Petrich has experience in the field of landscape architecture and project construction. As a landscape architect, he has been responsible for a variety of projects including public and private land planning, urban design, community design, urban roadway enhancement and design guidelines, land reclamation, historic landscape preservation, recreation planning, site planning, and landscape design.

REPRESENTATIVE PROJECT EXPERIENCE

Marler Park Restoration | Okaloosa County, FL

Provided Master Planning, Detail Amenity Design and Construction Administration services for the restoration of the 13.2-acre Ross Marler Park, located on the Choctawhatchee Bay.

1st, 2nd, 3rd, 4th, 5th, & 6th Beach Park Access | Okaloosa County, FL

Landscape Architect responsible for the design and environmental permitting of beach access parks including vehicular use areas, sidewalks, utility routing and coordination, and stormwater management systems. Each site provided a public restroom, picnic pavilion, parking improvements, landscape enhancements, and



pedestrian connectivity to the existing dune crossover boardwalk systems.

Veteran's Park | Okaloosa County, FL

Landscape Architect responsible for masterplan development on this 18-acre parcel of land fronting the Choctawhatchee Bay and located adjacent to the existing Ross Marler Park. The design program provided for a future memorial site to honor the veterans of Okaloosa County and recreation opportunities for visitors to



enjoy an unspoiled dune habitat through a system of elevated boardwalks.

Navarre Bayside Park | Santa Rosa County, FL

Design Landscape Architect responsible for the 2017 Masterplan update for the restoration of this 7.5-acre park fronting the Santa Rosa Sound. Amenities included children's interactive water play and playground areas, plazas for community gatherings, picnic shelters, and a new Butterfly House Complex.

Walton County Tourist Development Council | Walton County, FL

Project Manager/Landscape Architect responsible for the planning and development of multiple regional beach access parks, bay access parks, and neighborhood beach accessways. Design criteria included preserving and enhancing the existing beach dune and bay habitats to achieve balance between manufactured components while sustaining its natural character.

DAVID HUTCHESON, PE, PSM

HALFF[®]

Senior Vice President



EXPERIENCE

37 Years Total 7 Years with Halff

EDUCATION

Bachelor of Science, Civil Engineering, Florida State University

REGISTRATION

Professional Engineer: FL #38670, TX #136364, GA #PE017573

Professional Surveyor & Mapper: FL #LS5051, GA #LS003232

David Hutcheson has experience in the fields of civil engineering and land surveying. His professional experience has been acquired through multiple project responsibilities involving comprehensive engineering design, surveying, and project management tasks for many different types of projects including parks and recreation facilities, potable water, sanitary sewer, streets, drainage, site civil, and roadway.

REPRESENTATIVE PROJECT EXPERIENCE

Benny Russell Park Expansion Phases 1-4 | Santa Rosa County, FL

Project manager responsible for expanding the 30-acre existing Benny Russell Memorial Park to provide a world class recreational experience for all ages and abilities. The elements of the project include an interactive water park, restroom facility, multipurpose sports field, multi-use onsite walking path, a neighborhood interconnection multipurpose walking path



and a space to construct a future building for community recreational activities. The park master plan was divided into four phases encompassing additional parking, restroom facility, picnic pavilions, site furnishings, multipurpose sport fields, fitness zone, play area, interactive splash pad, and a multi-use trail weaving through the expansive tree preservation area.

Navarre Bayside Park Phase 1 | Santa Rosa County, FL

Project manager responsible for the detailed design of new facilities requiring surveying, environmental analysis of wetlands and protected species, civil engineering, landscape architecture and architectural services. The facilities included a splash pad designed with recirculating water supply, a multi-age play area with rubberized surface, restroom facility,



bayside event area with stations for vendor setup areas, parking area, stormwater management area and utility services.

Dune Allen Public Beach Access | Walton County, FL

Project Engineer responsible for construction administration services, site planning, civil engineering, geotechnical, architectural and ecological/ environmental services for the permitting and construction of a 1.12-acre new Dune Allen Regional Beach Access located on County Road 30A including connectivity to the existing trail, stormwater management systems, and ADA accessibility.



12.	NAME	13. ROLE IN THIS CONTRACT 14. YEARS EXPERIENCE				. YEARS EXPERIENCE		
	John C. Gustin IV, P.S.M.	Professional Su		Mapper	a. TOTAL	b. WITH CURRENT FIRM		
\$	FIRM NAME AND LOCATION (City and State) Seaside Engineering & Surveying, L	LC (SEAS), Baker, F	L			SEAS		
16. EDUCATION (DEGREE AND SPECIALIZATION) 2 years General Studies – Shasta College 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLIANCE OF THE PROFESSION								
1 E N P	OTHER PROFESSIONAL QUALIFICATIONS (Publication Licensed Surveyor Since 2002	ontract Manager for nur ag contracts & task or instruction, Quantity an ydrographic Experience ification • Mobile LiDA with NGS OPUS/OPU	nerous IDIQ rders • Exp d Condition e: Multibear AR • Develo JS Share •H	erienced in: F Surveys for Dr m, Singlebeam ped hydrograph YPACK Certi	Hydrograp edge Payr n, Side So hic, mappi	hic, Geodetic Control, ment, Topographic, GIS can Sonar, Sub-bottom ing & dredging systems		
		RELEVANT PR	ROJECTS					
	(1) TITLE AND LOCATION (City and State) Miami Harbor Multibeam and LiD	OAR – Miami, FL		PROFESSIONALS	(2) YEAR C	OMPLETED CONSTRUCTION (If Applicable)		
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) Role: Contract Manager: Mobile LiI Miami harbor jetties (Survey # 19-	DAR and Multibeam su -264). Multibeam and M	Mobile Lidai	I-1 Check if project USACE Jack data had to be	sonville De collected	District on 1 mile of the d within 1-hour of high		
	and low tide to obtain overlap of data the survey and ensure the accuracy rec model of rock jetties derived from cla	quirements were met. F	inal delivera	bles were a 3D	classified	point cloud and surface		
	(1) TITLE AND LOCATION (City and State) Survey # 18-054 Long Key & Sand Topographic - Beach Monitoring S	Key – Hydrographic Surveys – Pinellas Co	&	PROFESSIONALS	(2) YEAR C	OMPLETED CONSTRUCTION (If Applicable)		
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [✓] Check if project performed with current fit Role: Contract Manager: Survey #18-054 Single-beam Hydro/Topo survey along 21 miles of shoreline in FL. ✓ Recovery of 137 range monuments. ✓ Control survey to local project control, tide gages, and					oreline in Pinellas Co., ges, and establish new		
	control/gages ✓ Hydro/Topo data colline data files ✓ MicroStation Drawin							
	(1) TITLE AND LOCATION (City and State) Survey #17-199 Florida Storm Seas	son Hydrographic Sui	rvey	PROFESSIONAL S	. ,	OMPLETED CONSTRUCTION (If Applicable)		
	Support – Various Harbors, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.)	AND SPECIFIC ROLE		2017 [√] Check if projec	t performed wi	ith current firm		
c.	Role: Contract Manager: Survey#17-199 SEAS performed multibeam hydrographic surveys on Fort Myers, Naples, & Tampa harbors for verification of channels being free of storm debris from hurricane Irma. ✓ 48-hour response time ✓							
	Control Surveys ✓ Multibeam Hydro Surveyor ✓ Daily data submission of	ographic surveys of har	bors ✓ Onbo					
	(1) TITLE AND LOCATION (City and State)				(2) YEAR C			
	Survey # 19-002 Beach Re-nourish Canaveral Sand Bypass, Brevard C	County, Florida	ipport –	PROFESSIONALS 2018-2019		CONSTRUCTION (If Applicable)		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) Role: Professional Surveyor and Map	oper: W912EP-18-D-00			ontracted b	by USACE Jacksonville		
d.	District to perform topographic & hydrographic placement of material. Recover explanation of the property of t	kisting control and esta	blish new c	ontrol to perfo	rm the re	quested topographic &		
	hydrographic surveys. ✓ Topographic surveys utilizing RTK GNSS Real-time Kinematic (RTK) corrections. ✓ Near She Hydrographic surveys utilizing RTK & Post Processed Kinematic (PPK) from a 22' Survey Vessel equipped with POSMV SurfMaster and an Odom Echotrac CV100 dual frequency Echosounder ✓ CADD ✓ Calculate pre and po							
	construction volumes ✓ 24 Hr. daily					1 1		
	(1) TITLE AND LOCATION (City and State) Boundary Refurbishment Survey f	or –Lake Seminole G	A & FL	PROFESSIONAL S		OMPLETED CONSTRUCTION (If Applicable)		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.)			2020-2021 [√] Check if projec	t performed wi			
d.	Role: Contract Manager: W91278-		F0085 Boun	•				
ч. 	Seminole in Florida and Georgia. S	EAS was contracted to	o survey 10	8 miles of Fee	Boundar	y. ✓ Recover existing		
	horizontal and vertical control \checkmark E							
	Recovery/Re-fresh / Reset (hack, ribb ✓ AutoCAD Drawings Costs: \$1,09		ate Encroaci	innents v Sign	ea Survey	riats v GIS Snapetiles		



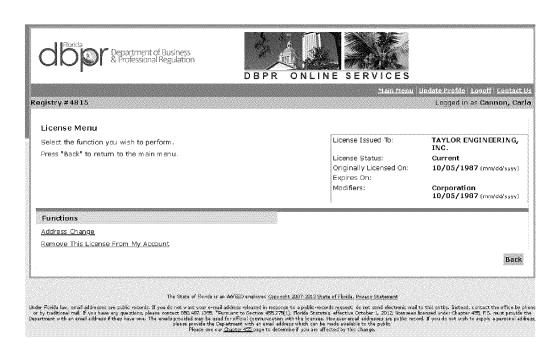
Tab 4. Registration

Taylor Engineering and its subcontractors are licensed and registered in the State of Florida to perform the applicable services requested in the RFQ.

Firm or Individual Name	License Type	Florida License No.
Taylor Engineering, Inc.	Professional Engineering Services	4815
Duncan Greer, P.E.	Professional Engineer	83306
Christopher Bender, Ph.D., P.E., D.CE	Professional Engineer	64736
James N. Marino, P.E., D.CE	Professional Engineer	37666
Kenneth Craig, P.E.	Professional Engineer	52605
Jonathan Armbruster, P.E.	Professional Engineer	57959
Keith Knight, P.E.	Professional Engineer	58084
William Miller, Ph.D., P.E.	Professional Engineer	69813
Michael Kabiling, Ph.D., P.E., CFM	Professional Engineer	69054
Ashley Kauppila, P.E.	Professional Engineer	74672
Jake Sydnor, P.E.	Professional Engineer	92695
Jonathan Brumfield, P.E.	Professional Engineer	92397
Omar L. Lopez-Feliciano, P.E.	Professional Engineer	91259
Wendy Laurent, P.E.	Professional Engineer	90472
Jack Snyder, EIT	Engineer-In-Training	N/A
William Warren, P.G.	Professional Geologist	PG3111
Mark W. Wood, PSM	Professional Surveyor and Mapper	LS5650
Larry M Jacobs & Assoc, Inc.	Professional Engineering Services	2184
Keith V. Jacobs, P.E.	Professional Engineer	66577
Valentin Bahrin, P.E.	Professional Engineer	92726
Seaside Engineering & Surveying, LLC	Professional Surveying and Mapping Services	9313
Timothy D. Bowden, P.E., PSM, PLS	Professional Engineer / Surveyor and Mapper	PE 68275 / PSM 6928
John C. Gustin IV, PSM	Professional Surveyor and Mapper	6192
North are Culf Faving are antal 11C	Fundamental Cambas	
Northern Gulf Environmental, LLC.	Environmental Services Environmental Scientist	1627
Russell Burdge, PWS		1627
Brandon Tidwell, PWS	Environmental Scientist	1923
Geospatial, Inc. (GPI)	Professional Surveying and Mapping Services	LB6748
Mike Zoltek, PLS, CP, CFeds, GISP, PMP	Professional Surveyor and Mapper	LS5751
Halff Associates, Inc.	Professional Engineering Services	LA6667344
Joe Petrich, PLA	Landscape Architect	LA0001173
David Hutcheson, P.E., PSM	Professional Engineer / Professional Surveyor	PE 38670 /
	and Mapper	PSM
	• •	LS5051



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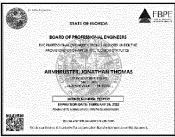
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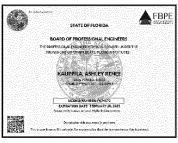










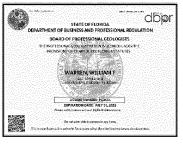














Delivering Leading-Edge Solutions



Florida Bepartment of Agriculture and Consumer Services
Division of Consumer Services
Baar of de Prinsfamia Governore und Mappeer
2005 Apolachee Pkway Tallahassae, Florida 32394-6506
Expiralize Date | Tecturary 28, 2023



Florido Department of Agriculture and Cossumer Services
Birision of Consumer Services
Board of Protectional Surreyors and Mappers
2008 Apaticner Pkwyl Ylddisassec, Phirids 25299-6560
Explication Date Pketrury 28, 2023

Professional Surveyor and Mapper License

Professional Surveyor and Mapper License

MICHAEL JOHN ZOLTEK 2110 SW 381H TER CAPE CORAL; FL 33914-2406

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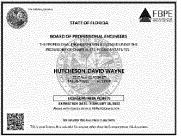
NICOLE "NIKKI" FRIED COMMISSIONER OF AGRICULTURE

DAVID WAYNE HUTCHESON 3217 ROSA CT TALLAHASSEE, FL. 32308-7940

nicole fried

NICOLE WIKKI' FRIED COMMISSIONER OF AGRICULTURE













Elevida Department of Agricultare, and Consumer Services

Division of Consumer Services

Board of Professional Surveyers and Mappers

2008 Agustates Fixony Tullstrasses, Horidas 2829-6868

Fapitation Date February 28, 2023



Professional Surveyor and Mapper Business License Under the provisions of Chapter 472, Florida Statutes

SEASIDE ENGINEERING & SURVEYING, LLC 6575 HIGHWAY 189 N BAKER, FL 32531-7861

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NECOLE "NIKKE" PRITED COMMESSIONER OF AGRICULTURE

Professional Surveyor and Mapper License Under the provisions of Chamer 472, Thereby Streetles

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Piorida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Processional Surveyors and Mappers
2003 Agabechee Pkway Tallahasere, Florida 32599-6800
Expiration Date | February 28, 2023

Professional Surveyor and Mapper License Under the provisions of Cluenter 472. Florida Stateles

TIMOTHY D BOWDEN 6575 HIGHWAY 189 N BAKER, FL 32531-7801

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NICOUE "NEKKT FRIED COMMISSIONER OF AGRICULTURE



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:

- 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 requirements.	authorized to sign this statement, I co	ertify that this firm complies fully with the above
DATE:	5/23/2022	SIGNATURE: Maring
COMPANY:	Taylor Engineering, Inc.	NAME: James N. Marino, P.E., D.CE
ADDRESS:	4300 Legendary Dr., Suite C246	(Typed or Printed)
,	Destin, FL 32541	TITÉE: President
PHONE NO.:	850-460-7040	E-MAIL: jmarino@taylorengineering.com

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	NOX	
NAMI	E(S) POSITION(S)	
		With the second
FIRM NAME:	Taylor Engineering, Inc.	
BY (PRINTED):	James N. Marino, P.E., D.CE	
BY (SIGNATURE):	I Waring	
TITLE:	President	
ADDRESS:	4300 Legendary Dr., Suite C246	
	Destin, FL 32541	
PHONE NO.	850-460-7040	
E-MAIL	jmarino@taylorengineering.com	

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

As the person with the above		certify that this company complies/will comply fully
DATE: 5/2	3/2022	SIGNATURE: Maine
COMPANY:	Taylor Engineering, Inc.	NAME: James N. Marino, P.E., D.CE
ADDRESS:	4300 Legendary Dr., Suite C246	TITLE: President
	Destin, FL 32541	
PHONE NO.:	850-460-7040	E-MAIL: jmarino@taylorengineering.com

CONE OF SILENCE CLAUSE

The Board of County Commissioners have 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, Invitation to Quote, Invitation to Negotiate) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation <u>MUST</u> be directed to the designated Purchasing Representative listed in the solicitation.

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

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

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

I representing _	Taylor Engineering, Inc.
Signature	Company Name
On this 23rd day of May, 2022, I here Silence Clause" and understand violation of this policy	eby agree to abide by the County's "Cone of shall result in disqualification of my submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

Taylor Engineering, Inc.	A Warmo
Respondent's Company Name	Authorized Signature – Manual
4300 Legendary Dr., Suite C246 Destin, FL 32541	James N. Marino, P.E., D.CE
Physical Address	Authorized Signature – Typed
10199 Southside Blvd., Suite 310 Jacksonville, FL 32256	President
Mailing Address	Title
850-460-7040	850-460-7042
Phone Number	FAX Number

LOBBYING - 31 U.S.C. 1352, as amended

CERTIFICATION REGARDING LOBBYING

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

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

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

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, Taylor Engineering, Inc. 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.O. A 3801, et seq., apply to this certification and disclosure, if any.

		, .
	Marino	Signature of Contractor's Authorized Official
Jame	s N. Marino, P.E., D.CE, President	Name and Title of Contractor's Authorized Official
	5/23/2022	Date

COMPANY DATA

Respondent's Company Name:	Taylor Engineering, Inc.
Physical Address & Phone #:	4300 Legendary Dr., Suite C246
	Destin, FL 32541
	850-460-7040
Contact Person (Typed-Printed):	Duncan Greer, P.E.
Phone #:	850-460-7040
Cell #:	352-278-0544
Federal ID or SS #:	59-2850478
DUNNS #:	18-156-1168
Respondent's License #:	Taylor Engineering FL License No.: 4815
Fax #:	850-460-7042
Emergency #'s After Hours, Weekends & Holidays:	352-278-0544
Email Address:	dgreer@taylorengineering.com

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see <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 www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
 - (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company Physical Street Address, City, State, and Zip Code.
 - (4) key manager.
 - (5) Line of business (industry).

- (6) 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:	Taylor Engineering, Inc.		
Entity Address:	4300 Legendary Dr., Suite C246, Destin, FL 32541		
Duns Number:	18-156-1168		
CAGE Code:	0L8G0		

ADDENDUM ACKNOWLEDGEMENT RFQ TDD 25-22

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.

Government Debarment & Suspension

Instructions

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative	James N. Marino, P.E., D.CE, President
Ja Macrino	5/23/2022
Signature	Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Taylor Engineering, Inc.	
is not: (1) listed on the Scrutinized Companies that Boycott Isra-	el List, created pursuant to section
215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) l	isted on the Scrutinized Companies
with Activities in Sudan List or the Scrutinized Companies with Act	ivities 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 Statute	s, the County may disqualify the
bidder/proposer immediately or immediately terminate any agree	ment entered into for cause if the
bidder/proposer is found to have submitted a false certification as t	the above or if the Respondent is
placed on the Scrutinized Companies that Boycott Israel List, is eng	aged 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 eng	aged in business operations in Cuba
or Syria, during the term of the Agreement. If the County deter	mines that the bidder/proposer has
submitted a false certification, the County will provide written notic	e to the bidder/proposer. Unless the
bidder/proposer demonstrates in writing, within 90 calendar days of re-	eceipt of the notice, that the County's
determination of false certification was made in error, the County s	shall bring a civil action against the
bidder/proposer. If the County's determination is upheld, a county determination is upheld, a county determination is upheld, and a county determination is upheld.	ivil penalty shall apply, and the
bidder/proposer will be ineligible to bid on any Agreement with a F	lorida agency or local governmental
entity for three years after the date of County's determination of false	e certification by bidder/proposer.

DATE:	5/23/2022	SIGNATURE: Maring
COMPANY:	Taylor Engineering, Inc.	NAME: James N. Marino, P.E., D.CE
ADDRESS:	4300 Legendary Dr., Suite C246	(Typed or Printed)
	Destin, FL 32541	$rac{ ext{TITLE: President}}{ ext{E-MAIL: jmarino@taylorengineering.com}}$
	850-460-7040	
PHONE NO.:	030-400-7040	

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

requirements.

LIST OF REFERENCES

Owner's Name and Address: Okaloosa County Tourist Development Department			
1540 Miracle Strip Parkw	vay, Fort Waltor	Beach, FL 32548	
Contract Person: Alex Fogg		Telephone # (<u>850</u>)	651-7131
Email: afogg@co.okaloosa	a.fl.us		
Owner's Name and Address:	City of Destin		
4200 Indian Bayou Trail,	, Destin, FL 3254	1	
Contract Person: Lance John	nson	Telephone # (<u>850</u>)	837-4242
Email: ljohnson@cityofdes	stin.com		
Owner's Name and Address:	Florida Depart	ment of Environment	al Protection
3900 Commonwealth B	lvd., MS 240, Ta	llahassee, FL 32399	
Contract Person: Pearce Bar	rett, P.E.	Telephone # (<u>850</u>)	245-2106
Email: Pearce.Barrett@de	ep.state.fl.us		
Owner's Name and Address:	U.S. Army Cor	ps of Engineers, Mob	ile District
109 St. Joseph Street, Mo	obile, Alabama 3	6602	
Contract Person: David New	vell, P.E.	Telephone # (850)	245-2106
Email: David.P.Newell@us	sace.army.mil		
Owner's Name and Address:	St. Lucie Coun	ty Public Works	
3150 Will Fee Road, Fort	Pierce, FL 3498	2	
Contract Person: Joshua Re	vord, P.E.	Telephone # (772)	462-1269
Email: revordj@stlucieco.			

Grant Funded Clauses

This Exhibit is hereby incorporated by reference into the main *Procurement*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICATION

This *solicitation* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant no. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR, 25,110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the procurement. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the procurement, the conflicting terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

<u>Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182)</u>: Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

<u>Conflict of Interest (2 CFR § 200.112)</u>: Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer*'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer*'s actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

<u>Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):</u> Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize

M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity) Florida Department of Transportation Minority Business Development Center in most large cities and Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer*'s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer*'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the

current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, proposer shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. Proposer are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: http://www.sam.gov; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information

related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

<u>Federal Changes:</u> *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

<u>Termination for Convenience</u>: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

<u>Safeguarding Personal Identifiable Information (2 CFR § 200.82):</u> Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

<u>Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)</u>: Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts

containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

<u>Trafficking Victims Protection Act (2 CFR Part 175)</u>: Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* [is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer*'s violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: Proposer and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of

2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with *a resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

<u>Federal Agency Seals, Logos and Flags:</u> Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency preapproval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *a resulting contract*.

The	President			on	behalf	of
Taylor Engineering,	Inc. th	e <i>proposer</i> is author	ized to sign b	elow and confir		
able to comply with						
examination of the lav	w and requirements as	is necessary to com	ply.	/		
DATE:	5/23/2022		SIGNATUE	RE:	Main	nat
COMPANY:	Taylor Engineering,	Inc.	NAME: /	James N. Marin	o, P.E., D.CE	
ADDRESS:	4300 Legendary Dr., 9 Destin, FL 32541	Suite C246	TITLE	President		Mary and polytopera and a second
E-MAIL:	jmarino@taylorengine	ering.com				
PHONE NO.:	850-460-7040					

N. Certificate of Good Standing for State of Florida

State of Florida Department of State

I certify from the records of this office that TAYLOR ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 1987.

The document number of this corporation is J90839.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 3, 2022, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2022



HANNINGUL Secretary of State

Tracking Number: 0586993130CC

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

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

Attachment "B"

Insurance Requirements

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:

			<u>LIMIT</u>
1.	Work	er's Compensation	
	1.)	State	Statutory
	2.)	Employer's Liability	\$500,000 each accident
2.	Busin	ess Automobile	\$1,000,000 each accident (A combined single limit)
3.	Comn	nercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage

\$1,000,000 each occurrence Products and completed operations

4. Personal and Advertising Injury \$1,000,000 each occurrence

5. Professional Liability (E&O) \$1,000,000 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) daynotice 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.
- 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.

Attachment "C" Civil Rights Clauses

Attachment "C"

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).