

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/06/2021

Contract/Lease Control #: C18-2638-TDD

Procurement#: RFQ TDD 63-17

Contract/Lease Type: CONTRACT

Award To/Lessee: DAG ARCHITECTS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/14/2017

Expiration Date: 10/03/2022

Description of: ENGINEERING & ARCHITECTURAL CONSULTING SERVICES

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

CONTRACT: C18-2638-TDD

TASK ORDER # 8 Rev 3

DAG ARCHITECTS, INC.

ENGINEERING & ARCHITECTURAL CONSULTING SERVICES

TASK ORDER AMOUNT: \$ 236,330.00

EXPIRES: 10/03/2022

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III, FAIA

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

PRINCIPAL

TITLE

DATE

9/10/21

**RECOMMENDED FOR APPROVAL
(Department Director)**

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

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

Digitally signed by
Charlotte
Dunworth
DN: cn=Charlotte Dunworth,
o=Dunworth, ou=OKALOOSA COUNTY,
email=cdunworth@okaloosa.gov

Jennifer
Adams

Digitally signed by
Jennifer Adams
Date: 2021.09.27
06:57:48 -05'00'

SIGNATURE

TDD Director

TITLE

DATE

Jeffrey A
Hyde

Digitally signed by Jeffrey
A Hyde
Date: 2021.09.27
11:07:38 -05'00'

PURCHASING MANAGER

DATE

Faye
Douglas

Digitally signed by Faye
Douglas
Date: 2021.09.27
12:20:42 -05'00'

OMB Director/DATE

DATE

John Hofstad

Digitally signed by John
Hofstad
Date: 2021.09.28
09:31:23 -05'00'

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

Carolyn N. Ketchel, Chairman

October 19, 2021

DATE



September 13, 2021



Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

Destin
Tallahassee
Pensacola
Panama City

RE: Destin Fort Walton Beach Convention Center--Task Order No. 8 – HVAC Upgrades & Restroom Renovations Revision No. 2 & Construction Administration Revision No. 3

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie W. Clary III". The signature is fluid and cursive, with a horizontal line extending from the end.

Charlie W. Clary III, FAIA
Principal
DAG Architects Inc.

HVAC UPGRADES & RESTROOM RENOVATIONS

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design services for the HVAC Upgrades & Restroom Renovations.

We will consult with the County project manager and develop the necessary scope of work requirements and budget for Phase 2 which will include the construction plans and bid documents. The anticipated scope of work which our proposal is based on for Phase 1 which is completed was as follows:

1. Assess and document the performance and condition of existing equipment and HVAC systems.
2. Determine options to increase energy efficiency and improve the control of heating/cooling and humidity levels within the convention center
3. Provide a summary report of findings and recommendations.

For Phase 2 we will provide the County project manager the necessary construction plans, and bid documents to complete the project. The anticipated scope of work which our proposal is based on for Phase 2 is as follows:

HVAC UPGRADES

1. Survey and identify garage ceiling to identify conduit, wiring, fasteners and hangers that need to be replaced prior to the installation of the foam insulation.
2. Prepare necessary construction plans, specifications, and energy calculations.
3. Remove and reconnect power to CH-1, three Gas Duct Heaters, two Electric Duct Heaters, twenty-four Exhaust or Supply Fans, twelve VAV boxes (with electric heat). These are new units that will replace existing.
4. Remove and reconnect power for new VFD for one AHU and two chilled water pumps.
5. Replace conduit/repull wire at cooling tower.
6. Some 120V damper actuators removed and reconnected.
7. Ceiling in the Exhibit Halls 2, 3, and 4 will need sections or portions removed to replace VAV boxes.
8. Replace louvers in the two second floor mechanical rooms.
9. Insulation in the parking garage.
10. New Digital Controls installed, ceiling tiles will be removed and reinstalled as necessary to complete this work.
11. TAB will be performed on all devices, ceiling tiles will be removed and reinstalled as necessary to complete this work.

12. The outdoor supports for the Cooling Tower and the PVC piping needs to be prepped and painted.
13. Provide bidding services.

RESTROOM RENOVATIONS = \$17,000

1. Demolition Plans: For the demolition and removal of all floor, wall ceiling finishes, plumbing fixtures, lighting, toilet accessories, and toilet partitions.
2. Architectural Plans: For new floor, wall and ceiling finishes, and new partitions, and toilet accessories.
3. Plumbing Plans: For new plumbing fixtures and related piping, fittings, and valves.
4. HVAC Plans: For new HVAC equipment, ductwork, diffusers, grills and fans.
5. Fire Protection Plans: For new fire sprinkler heads and lines as required.
6. Electrical Plans: For new lighting and electrical devices and circuits.
7. Specifications: For bidding, system and product requirements.

Phase 1

Architecture/Engineering Services =	\$11,360.00
Survey, Test and Evaluation of Equipment =	\$17,400.00
Credit for unused time=	\$(4,430.00)

Phase 2

Architecture/Engineering Services =	\$95,300.00*
Mechanical System Commissioning Services =	\$25,000.00

TOTAL FEE = \$144,630.00

Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.

* Construction Administrative Services fee shall be calculated and submitted for approval after the contractor has been selected and a construction schedule has been established.

Phase 3

Construction Administration services based on 365 calendar days and other permitting requirements.

TOTAL FEE = \$91,700.00

**Okaloosa County TDC – Destin Fort Walton Beach Convention Center - HVAC Upgrades and Restroom Renovations
Construction Administration Budget**

Activity	Hours			Totals	
	Architectural	Mechanical	Electrical		
Conduct kick off meeting	4	4	4		
	Rate	\$ 125.00	\$ 125.00	\$ 100.00	
	Total	\$ 500.00	\$ 500.00	\$ 400.00	
				\$ 1,400.00	
Review Submittals	40	40	40		
	Rate	\$ 125.00	\$ 125.00	\$ 100.00	
	Total	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	
				\$ 14,000.00	
Review Pay Application	24	24	24		
	Rate	\$ 125.00	\$ 125.00	\$ 100.00	
	Total	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	
				\$ 8,400.00	
Address Requests for Information	40	60	60		
	Rate	\$ 125.00	\$ 125.00	\$ 100.00	
	Total	\$ 5,000.00	\$ 7,500.00	\$ 6,000.00	
				\$ 18,500.00	
Site Observations	96	96	96		
	Rate	\$ 125.00	\$ 125.00	\$ 100.00	
	Total	\$ 12,000.00	\$ 12,000.00	\$ 9,600.00	
				\$ 33,600.00	
Substantial Completion Inspection	24	24	24		
	Rate	\$ 125.00	\$ 125.00	\$ 100.00	
	Total	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	
				\$ 8,400.00	
Final Completion Inspection	8	16	16		
	Rate	\$ 125.00	\$ 125.00	\$ 100.00	
	Total	\$ 1,000.00	\$ 2,000.00	\$ 1,600.00	
				\$ 4,600.00	
Review Closeout Documents	8	8	8		
	Rate	\$ 125.00	\$ 125.00	\$ 100.00	
	Total	\$ 1,000.00	\$ 1,000.00	\$ 800.00	
				\$ 2,800.00	
		\$ 30,500.00	\$ 34,000.00	\$ 27,200.00	\$ 91,700.00



CONTRACT/LEASE RENEWAL FORM

Date: 09/08/2021
 Company: DAG Architects, Inc.
 Attn: Charles W Clary III
 Address: 1223 Airport Road
 City, St, Zip: Destin, FL. 32541
 RE: Final Renewal Option

CONTRACT: C18-2638-TDD
 DAG ARCHITECTS, INC.
 ENGINEERING & ARCHITECTURAL
 CONSULTING SERVICES
 EXPIRES: 10/3/2022

Dear Mr. Clary,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #C18-2638-TDD for an additional term. The contract renewal period will be October 4, 2021 to October 3, 2022. The annual budgeted amount for this contract is \$ TBD per hourly rates. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Jennifer Adams
 Signature: _____
Digitally signed by Jennifer Adams
 Date: 2021.09.09 11:18:02 -0400

Contractor: DAG Architects Inc.

Date: _____

Approved By: John Hofstad
Digitally signed by John Hofstad
 Date: 2021.09.09 12:46:40 -0500
 (as prescribed below on item 1)

Approved By: Charlie Clary

Signature: Charles W Clary III
Charles W Clary III (Sep 9, 2021) 09:20 CDT
 Email: cclary@dagarchitects.com

Date: _____

Approved By: Carolyn N. Ketchel Title: Principal
 (as prescribed below on item 1)

Carolyn N. Ketchel, Chairman
 Date: OCT 05 2021

Date: 09/09/21



County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/08/2020

Contract/Lease Control #: C18-2638-TDD

Procurement#: RFQ TDD 63-17

Contract/Lease Type: CONTRACT

Award To/Lessee: DAG ARCHITECTS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/14/2017

Expiration Date: 10/03/2021 W/1 1 YR RENEWAL

Description of: ENGINEERING & ARCHITECTURAL CONSULTING SERVICES

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 8 revision 2

TASK ORDER AMOUNT: \$ 144,630.00

CONTRACT#: C18-2638-TDD

DAG ARCHITECTS, INC.

CONSULTING SERVICES

EXPIRES: 10/03/2021 W/1 1 YR RENEAWL

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III, FAIA

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

PRINCIPAL

TITLE

DATE

1/26/2021

**RECOMMENDED FOR APPROVAL
(Department Director)**

Jennifer Adams

Digitally signed by Jennifer Adams
Date: 2021.01.27 07:22:47 -06'00'

SIGNATURE

TDD Director

TITLE

DATE

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

Jeffrey A Hyde

Digitally signed by Jeffrey A Hyde
Date: 2021.01.27 08:32:02 -06'00'

PURCHASING MANAGER

DATE

Faye Douglas

Digitally signed by Faye Douglas
Date: 2021.01.27 10:30:31 -06'00'

OMB DIRECTOR/DATE

DATE

Carolyn N. Ketchel
CHAIRMAN (if applicable)
Carolyn N. Ketchel

02/16/2021

DATE

John Hofstad

Digitally signed by John Hofstad
Date: 2021.01.27 10:38:51 -06'00'

COUNTY ADMINISTRATOR (if applicable)

DATE



January 18, 2021



Destin
Tallahassee
Pensacola
Panama City

Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

RE: Destin Fort Walton Beach Convention Center--Task Order No. 8 – HVAC Upgrades & Restroom Renovations Revision No. 2

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie W. Clary III".

Charlie W. Clary III, FAIA
Principal
DAG Architects Inc.

HVAC UPGRADES & RESTROOM RENOVATIONS

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design services for the HVAC Upgrades & Restroom Renovations.

We will consult with the County project manager and develop the necessary scope of work requirements and budget for Phase 2 which will include the construction plans and bid documents. The anticipated scope of work which our proposal is based on for Phase 1 which is completed as follows:

1. Assess and document the performance and condition of existing equipment and HVAC systems.
2. Determine options to increase energy efficiency and improve the control of heating/cooling and humidity levels within the convention center
3. Provide a summary report of findings and recommendations.

For Phase 2 we will provide the County project manager the necessary construction plans, and bid documents to complete the project. The anticipated scope of work which our proposal is based on for Phase 2 is as follows:

HVAC UPGRADES

1. Survey and identify garage ceiling to identify conduit, wiring, fasteners and hangers that need to be replaced prior to the installation of the foam insulation.
2. Prepare necessary construction plans, specifications, and energy calculations.
3. Remove and reconnect power to CH-1, three Gas Duct Heaters, two Electric Duct Heaters, twenty-four Exhaust or Supply Fans, twelve VAV boxes (with electric heat). These are new units that will replace existing.
4. Remove and reconnect power for new VFD for one AHU and two chilled water pumps.
5. Replace conduit/repull wire at cooling tower.
6. Some 120V damper actuators removed and reconnected.
7. Ceiling in the Exhibit Halls 2, 3, and 4 will need sections or portions removed to replace VAV boxes.
8. Replace louvers in the two second floor mechanical rooms.
9. Insulation in the parking garage.
10. New Digital Controls installed, ceiling tiles will be removed and reinstalled as necessary to complete this work.
11. TAB will be performed on all devices, ceiling tiles will be removed and reinstalled as necessary to complete this work.
12. The outdoor supports for the Cooling Tower and the PVC piping needs to be prepped and painted.
13. Provide bidding services.

RESTROOM RENOVATIONS = \$17,000

1. Demolition Plans: For the demolition and removal of all floor, wall ceiling finishes, plumbing fixtures, lighting, toilet accessories, and toilet partitions.
2. Architectural Plans: For new floor, wall and ceiling finishes, and new partitions, and toilet accessories.
3. Plumbing Plans: For new plumbing fixtures and related piping, fittings, and valves.
4. HVAC Plans: For new HVAC equipment, ductwork, diffusers, grills and fans.
5. Fire Protection Plans: For new fire sprinkler heads and lines as required.
6. Electrical Plans: For new lighting and electrical devices and circuits.
7. Specifications: For bidding, system and product requirements.

Phase 1

Architecture/Engineering Services =	\$11,360.00
Survey, Test and Evaluation of Equipment =	<u>\$17,400.00</u>
	\$28,760.00
Credit for unused time=	<u>\$(4,430.00)</u>
TOTAL FEE =	\$24,330.00

Phase 2

Architecture/Engineering Services =	\$78,300.00	<u>\$95,300.00*</u>
Mechanical System Commissioning Services =	<u>\$25,000.00</u>	
TOTAL FEE =	\$103,300.00	<u>\$120,300.00</u>
 TASK ORDER TOTAL FEE =	 \$127,630.00	 <u>\$144,630.00</u>

Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.

* Construction Administrative Services fee shall be calculated and submitted for approval after the contractor has been selected and a construction schedule has been established.

TASK ORDER APPROVAL FORM

CONTRACT#: C18-2638-TDD
DAG ARCHITECTS, INC.
CONSULTING SERVICES
EXPIRES: 10/03/2021 W/1 YR RENEWAL

CONTRACT #: C18-2638-TDD

TASK ORDER #: 11b

TASK ORDER AMOUNT: \$ 21,990.00 (not to exceed)

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III, FAIA

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

PRINCIPAL

TITLE



7/19/21
DATE

RECOMMENDED FOR APPROVAL (Department Director)

**Butch
Hendrick**

Digitally signed by
Butch Hendrick
Date: 2021.07.19
13:43:54 -05'00'

SIGNATURE

TITLE

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1

**Jeffrey A
Hyde**

Digitally signed by Jeffrey
A Hyde
Date: 2021.07.19 14:10:30
-05'00'

PURCHASING MANAGER

DATE

Faye Douglas Digitally signed by Faye Douglas
Date: 2021.07.19 15:14:17 -05'00'

OMB DIRECTOR

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

July 19, 2021



Destin
Tallahassee
Pensacola
Panama City

Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

RE: Okaloosa County Jail Data Room Remodel Task Order 11b Proposal

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie W. Clary III". The signature is written in a cursive style with a horizontal line through the middle.

Charlie W. Clary III, FAIA
Principal
DAG Architects Inc.

**Okaloosa County Jail Data Room Remodel
Phase 2**

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design services for the Okaloosa County Jail Data Room Remodel.

We will consult with the County project manager and develop the necessary bid document requirements which includes:

- Demolition plans
- Expansion of the server room
- Electrical
- Mechanical
- Plumbing
- Fire suppression
- Finishes for floor, walls and ceilings
- Access floor system
- Exiting and life safety

TOTAL NOT EXCEED FEE = \$21,990.00

Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.

TASK ORDER APPROVAL FORM

CONTRACT#: C18-2638-TDD
DAG ARCHITECTS, INC.
CONSULTING SERVICES
EXPIRES: 10/03/2021 W/1 YR RENEWAL

CONTRACT #: C18-2638-TDD


TASK ORDER #: 11

TASK ORDER AMOUNT: \$ 15,920.00 (not to exceed)

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.
FIRM'S NAME

CHARLIE W. CLARY III, FAIA
REPRESENTATIVE'S PRINTED NAME


SIGNATURE

PRINCIPAL
TITLE 4/12/2021
DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**


SIGNATURE

Director FIM & Parks
TITLE

4/22/21
DATE

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


PURCHASING MANAGER

07/23/2021
DATE

OMB DIRECTOR

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

**Okaloosa County Jail Data Room Remodel
Phase 1**

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design services for the Okaloosa County Jail Data Room Remodel.

We will consult with the County project manager and develop the necessary scope of work requirements which includes:

- Demolition requirements
- Expansion of the server room
- Electrical
- Telecommunications
- Mechanical
- Plumbing
- Fire suppression
- Finishes for floor, walls and ceilings
- Exiting and life safety
- Budget for Phase 2 which will include the bid documents, construction plans and construction administration services.

TOTAL NOT EXCEED FEE = \$15,920

Task Order In accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.



CONTRACT/LEASE RENEWAL FORM

Date: August 12, 2020
 Company: DAG Architects, Inc
 Attn: Charles W. Clary III
 Address: 1223 Airport Road
 City, St, Zip: Destin, FL 32541
 RE: First Renewal Option

CONTRACT#: C18-2638-TDD
 DAG ARCHITECTS, INC.
 ENGINEERING & ARCHITECTURAL
 CONSULTING SERVICES
 EXPIRES: 10/03/2021 W/1 1 YR RENEWAL

Dear Mr. Clary:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C18-2638-TDD for an additional term. The contract renewal period will be 10/4/2020 to 10/3/2021. The annual budgeted amount for this contract is \$ TBD per hourly rates. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Jennifer Adams
 Signature: Adams
Digitally signed by Jennifer Adams
 Date: 2020.08.17 06:24:24 -05'00'

Contractor: DAG Architects, Inc

Date: _____
 Approved By: John Hofstad
 (as prescribed below on item 1)
Digitally signed by John Hofstad
 Date: 2020.08.20 11:43:59 -05'00'

Approved By: *Ch Clary*

Date: _____
 Approved By: *[Signature]*
 (as prescribed below on item 1)
 Robert A. "Trey" Goswin III
 Date: SEP 01 2020

Title: Principal
 Date: 8/12/2020

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960. Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/06/2017

Contract/Lease Control #: C18-2638-TDD

Procurement #: RFQ TDD 63-17

Contract/Lease Type: CONTRACT

Award To/Lessee: DAG ARCHITECTS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/4/2017

Expiration Date: 10/3/2020 W/ TWO (2), ONE (1) YR RENEWALS

Description of Contract/Lease: ENGINEERING & ARCHITECTURAL CONSULTING SERVICES

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: Finance Department Contracts & Grants Office

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

CONTRACT#: C18-2638-TDD

TASK ORDER #: 8 Revision 1

DAG ARCHITECTS, INC.

TASK ORDER AMOUNT: \$ 127,630.00

ENG & ARCHITECTURAL CONSULTING SVS

EXPIRES: 10/03/2020

OFFERED BY CONSULTANT:

DAG Architects Inc.

FIRM'S NAME

Charlie W. Clary III, FAIA

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

Principal

TITLE

7/24/2020

DATE

Charlotte Dunworth

**RECOMMENDED FOR APPROVAL
(Department Director)**

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

Jennifer Adams

Digitally signed by Jennifer Adams
Date: 2020.07.27 06:08:25 -05'00'

SIGNATURE

TDD Director

TITLE

DATE

Jeffrey A. Hyde

Digitally signed by Jeffrey A. Hyde
Date: 2020.07.27 11:19:00 -05'00'

PURCHASING MANAGER

DATE

Faye Douglas

Digitally signed by Faye Douglas
Date: 2020.07.27 11:21:24 -05'00'

OMB DIRECTOR/DATE

DATE

John Hofstad

Digitally signed by John Hofstad
Date: 2020.07.30 10:28:55 -05'00'

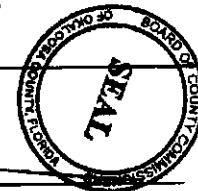
COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)
Robert A. "Trey" Goodwin III

AUG 04 2020

DATE



July 24 2020



Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

Destin
Tallahassee
Pensacola
Panama City

RE: Emerald Coast Convention Center—Task Order No. 8 – HVAC Upgrades Revision No. 1

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely

A handwritten signature in black ink, appearing to read "Charlie W. Clary III".

Charlie W. Clary III, FAIA
Principal
DAG Architects Inc.

HVAC UPGRADES

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design services for the HVAC Upgrades.

We will consult with the County project manager and develop the necessary scope of work requirements and budget for Phase 2 which will include the construction plans and bid documents. The anticipated scope of work which our proposal is based on for Phase 1 is as follows:

1. Assess and document the performance and condition of existing equipment and HVAC systems.
2. Determine options to increase energy efficiency and improve the control of heating/cooling and humidity levels within the convention center
3. Provide a summary report of findings and recommendations.

For Phase 2 we will provide the County project manager the necessary construction plans, bid documents and construction administration services to complete the project. The anticipated scope of work which our proposal is based on for Phase 2 is as follows:

1. Survey and identify garage ceiling to identify conduit, wiring, fasteners and hangers that need to be replaced prior to the installation of the foam insulation.
2. Prepare necessary construction plans, specifications, and energy calculations.
3. Remove and reconnect power to CH-1, three Gas Duct Heaters, two Electric Duct Heaters, twenty-four Exhaust or Supply Fans, twelve VAV boxes (with electric heat). These are new units that will replace existing.
4. Remove and reconnect power for new VFD for one AHU and two chilled water pumps.
5. Replace conduit/repull wire at cooling tower.
6. Some 120V damper actuators removed and reconnected.
7. Ceiling in the Exhibit Halls 2, 3, and 4 will need sections or portions removed to replace VAV boxes.
8. Replace louvers in the two second floor mechanical rooms.
9. Insulation in the parking garage.
10. New Digital Controls installed, ceiling tiles will be removed and reinstalled as necessary to complete this work.
11. TAB will be performed on all devices, ceiling tiles will be removed and reinstalled as necessary to complete this work.
12. The outdoor supports for the Cooling Tower and the PVC piping needs to be prepped and painted.
13. Provide bidding services.

Phase 1	
Architecture/Engineering Services =	\$11,360.00
Survey, Test and Evaluation of Equipment =	<u>\$17,400.00</u>
	\$28,760.00
Credit for unused time =	<u>(\$4,430.00)</u>
TOTAL FEE =	<u>\$24,330.00</u>

Phase 2	
Architecture/Engineering Services =	\$78,300.00*
Mechanical System Commissioning Services =	<u>\$25,000.00</u>
TOTAL FEE =	<u>\$103,300.00</u>
TASK ORDER TOTAL FEE =	<u>\$127,630.00</u>

Task Order in accordance with Contract for Professional Consulting Services, dated October 4, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.

* Construction Administrative Services fee shall be calculated and submitted for approval after the contractor has been selected and a construction schedule has been established.

DESCRIPTIONS (Continued from Page 1)

days prior written notice of cancellation except 10 days for non payment of premium will be given on all policies listed above

Okaloosa County BOCC

MAY 19 2020

Received by
Risk Management

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 6 Revision 2

TASK ORDER AMOUNT: \$ 207,874.00 (Revision 2 \$36,974.00)

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.
FIRM'S NAME

CONTRACT#: C18-2638-TDD
DAG ARCHITECTS, INC.
ENG & ARCHITECTURAL CONSULTING SVS
EXPIRES: 10/03/2020

CHARLIE W. CLARY III, FAIA
REPRESENTATIVE'S PRINTED NAME

Charlie W. Clary III
SIGNATURE

PRINCIPAL
TITLE

January 8, 2020
DATE

RECOMMENDED FOR APPROVAL
(Department Director)

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

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

[Signature]
SIGNATURE

Director
TITLE

1/22/2020
DATE

[Signature]
PURCHASING MANAGER

02/24/2020
DATE

[Signature]
OMB Director/DATE

01.24.2020
DATE

[Signature]
COUNTY ADMINISTRATOR (if applicable)

1/30/20
DATE

[Signature]
CHAIRMAN (if applicable)
Robert A. "Trey" Goodwin III

FEB 18 2020
DATE



*OK
AL
1/21/20
CDO 1/21/2020*

January 16, 2020



Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

Destin
Tallahassee
Pensacola
Panama City

RE: Emerald Coast Convention Center– Task Order No. 6 Revision 2 – Interior and Exterior Upgrades
Phase 1 and Phase 2.

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie W. Clary III".

Charlie W. Clary III, FAIA
Principal
DAG Architects Inc.

**INTERIOR AND EXTERIOR UPGRADES
Phase 1**

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design services for the Interior and Exterior Upgrades.

We will consult with the County project manager and develop the necessary scope of work requirements and budget for Phase 2 which will include the construction plans and bid documents. The anticipated scope of design work which our proposal is based on for Phase 1 is as follows:

1. As-Built Survey
 - A. \$16,560: Convention Center Site.
 - a. Prepare comprehensive as-built survey, including all visible utilities, topography, landscaping areas, parking, lighting, and elevations on all storm and sanitary structures.

2. Building Structural Changes and Repairs
 - A. \$11,520: Evaluate requirements and options for expansion of the main entry vestibule, box office remodeling, parking garage screen wall removal and north stairway settling repairs.

3. Convention Center Conceptual Site Improvements
 - A. \$15,600: Prepare sketch plan studies for:
 - a. Vehicular Drop-off- sketch plan studies for alternatives to the current condition that seek to improve pedestrian access, safety and aesthetics.
 - b. Water Feature - sketch plan studies for alternatives to the current fountain designed to provide a more functional and aesthetically pleasing first impression and entry experience.
 - c. Parking Area Landscaping - plan studies that include shade tree options, as well as, understory shrubs and groundcovers for the entire parking area and US Hwy 98 frontage.
 - d. Pedestrian Paving & Planting - layouts for paving patterns, paver types, colored/textured concrete, pedestrian crosswalks, and including tree grates and/or raised architectural planters, etc. with design reference/inspiration images.
 - e. Site Furniture - suggested layout and design reference images for benches, trash/recycling receptacles, bike racks, group seating areas, shade trellises, etc. to create more functional, comfortable and attractive outdoor-use/plaza areas adjacent to the building entry and elsewhere on the site.
 - f. Lighting - preliminary selections, layout and design reference images for updated area lighting for pedestrian areas, landscape lighting, etc.
 - g. Signage - conceptual design ideas and design reference images for updated directional, information and traffic control signage.
 - B. \$11,100: Phase 1 Approval Documents and Meetings
 - a. Presentation Plans
 - b. Construction Budgets
 - c. Review Meetings:

TOTAL FEE = \$54,780.

**INTERIOR AND EXTERIOR UPGRADES
Phase 2**

SCOPE OF SERVICES

We will consult with the County project manager and develop the necessary bid documents for the Phase 2 scope of work as approved under Phase 1:

Civil

- 1) Site Improvements demolition plan
 - a) Sidewalk at north stairway
 - b) Fountain equipment room, landscape planter & stairway
 - c) Fountain structure
 - d) Stairs at center island
 - e) Curbing and sidewalk at south end of center island
 - f) ADA center island at south side
 - g) ADA parking improvements at southwest parking aisle
 - h) Sidewalk and curb removal for new ADA parking at south side of convention center
 - i) Light poles and light bollard removal at center island and at main entry.
 - j) Concrete wall removal at east side ADA switchback ramp landing for parking garage stair access.
- 2) New Site Improvement plans
 - a) Curb ramps at south and north ends of center island, wide enough to allow display of vehicles during certain events.
 - b) Two sets of 7/11 standard concrete stairs at center of center island with retaining walls as required (rework curbing and sidewalks as needed to accommodate new landscaping on each side of new stairs)
 - c) Extend center island to the south approximately 40 feet +/-
 - d) New sidewalk at north side stairway
 - e) New ADA curb ramps at each side of parking garage east entry.
 - f) New curbing, stripping and paving as required to restore existing ADA parking at southwest parking aisle to match adjacent parking aisles.
 - g) 6 new ADA parking spaces with access sidewalk, stripping and signage at south side of convention center
 - h) New site lighting (solar powered and possibly with wind turbines) at center island and along main entry as required.
 - i) Concrete stairway and landings from parking garage to switchback landing of the ADA ramp located on the east side.
 - j) Coordinate new (non-lighted) bollard placement with owner.
 - k) Drainage and pavement as required for new work

Building Structural Changes

- 1) New wall to create new main entry vestibule, structural steel and CMU as required to support new doors and storefront.
- 2) Rework fountain pool levels and perimeter walls; concrete and reinforcement plans and details

Architectural

- 1) New main entry vestibule, curtain wall, sliding doors and hinged doors.
- 2) Ticket booth wall addition. Window, ceiling, and casework changes
- 3) Rework fountain water flow, pool levels, finishes, lighting and equipment
 - a. Hydraulics and filter system engineering plans

- b. Pool equipment specifications and controls
- c. Finish plans and specifications

Electrical

- 1) ~~Demo and remove electrical power from fountain equipment room. Coordinate possible future reuse for a new fountain to be located next to the main entry. Rework fountain water flow, pool levels, finishes, lighting and equipment.~~
 - a. Power plans and conduit placement
 - b. Lighting fixtures and controls
 - c. Fixture and device specifications
- 2) Coordinate site lighting with civil. (solar power and possible wind turbines if feasible)
- 3) Relocate or add as needed lighting/power/fire exit alarm for ticket booth remodel and entry vestibule.
- 4) Access control for new doors as required at entry vestibule.
- 5) Lighting for new stairway from parking garage
- 6) Site lighting at new ADA parking spaces

Mechanical and Plumbing

- 1) HVAC and fire sprinkler changes as required for ticket booth remodel and new main entry vestibule.
- 2) Coordinate support for removal/relocation of fountain water supply to future fountain location.

Landscaping and Irrigation

- 1) New landscaping and irrigation as depicted on Phase 1.

Geotechnical

- 1) Field Testing; (6) cone soundings to 25 feet
- 2) Laboratory Testing; moisture content, percent fines, organic contents, Atterberg limits.
- 3) Engineering Evaluation and Report

~~\$70,480~~ ~~39,320~~ – BASE FEE (Architectural, Structural, Mechanical, Electrical)

\$34,800 – ADDITIONAL FEE (Civil Engineering)

\$42,000 – ADDITIONAL FEE (Landscape and Irrigation)

\$5,814 – ADDITIONAL FEE (Geotechnical)

~~\$153,094~~ ~~116,120~~ – TOTAL FEE

EXCLUSIONS

Please note that construction administration and other permitting and survey or testing services shall be submitted as an additional task order Phase 4 after permitting requirements, phasing and duration of construction have been determined.

The civil engineer will make an open records request to gather relevant historical development orders and documents to evaluate if required the steps needed to amend the existing development order.

They assume that local, state and federal stormwater permitting will not be required. And assume the following:

- Regulatory permitting services are excluded.
- Environmental engineering services are excluded.
- ~~Geotechnical engineering services are excluded.~~
- Permit application and regulatory review fees are excluded.
- Fees for all required mailings, public notices, and signage shall be billed as a reimbursable expense.

- Wetland delineation / jurisdictional determination services are excluded.
- FDEP and/or ACOE jurisdictional wetland dredge and fill permitting services are excluded.
- Wetland mitigation fees are excluded.
- Future Land Use / Zoning amendments are excluded.
- Applications to the Zoning Board of Adjustments and/or Design Review Board for items including, but not limited to, variance requests are excluded.
- A compatibility analysis is not included in the scope and fees presented. If necessary, the Engineer will assist Client in obtaining professional services from a local land use attorney.
- Design and/or permitting of offsite roadway, roadway connection and/or utility work is excluded.
- Traffic engineering services are excluded.
- All matters related to State of Florida or U.S. Fish & Wildlife are excluded.

\$54,780 – Phase 1

~~\$153,094 116,120~~ – Phase 2

\$207,874 170,900 - TOTAL TASK ORDER

Task Order in accordance with Contract for Professional Consulting Services, dated October 4, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 6 Revision 1

TASK ORDER AMOUNT: \$ 170,900

CONTRACT: C18-2638-TDD
DAG ARCHITECTS, INC.
ENG & ARCHITECTURAL CONSULTING SVS
EXPIRES: 10/03/2020

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III, FAIA

REPRESENTATIVE'S PRINTED NAME



PRINCIPAL

TITLE

8/15/19

DATE

RECOMMENDED FOR APPROVAL
(Department Director)



DIRECTOR

TITLE

8/27/19

DATE



DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

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



PURCHASING MANAGER


DATE

08/27/2019



08.28.2019

DATE



CHAIRMAN (if applicable)
CHARLES K. WINDES, JR.

DATE

SEP 17 2019



AL
8/16/19
CO 08/19/19

August 15, 2019



Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

RE: Emerald Coast Convention Center– Task Order No. 6 Revision 1 – Interior and Exterior Upgrades
Phase 1 and Phase 2

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie W. Clary III".

Charlie W. Clary III, FAIA
Principal
DAG Architects Inc.

INTERIOR AND EXTERIOR UPGRADES

Phase 1

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design services for the Interior and Exterior Upgrades.

We will consult with the County project manager and develop the necessary scope of work requirements and budget for Phase 2 which will include the construction plans and bid documents. The anticipated scope of design work which our proposal is based on for Phase 1 is as follows:

1. As-Built Survey
 - A. \$16,560: Convention Center Site.
 - a. Prepare comprehensive as-built survey, including all visible utilities, topography, landscaping areas, parking, lighting, and elevations on all storm and sanitary structures.
2. Building Structural Changes and Repairs
 - A. \$11,520: Evaluate requirements and options for expansion of the main entry vestibule, box office remodeling, parking garage screen wall removal and north stairway settling repairs.
3. Convention Center Conceptual Site Improvements
 - A. \$15,600: Prepare sketch plan studies for:
 - a. Vehicular Drop-off- sketch plan studies for alternatives to the current condition that seek to improve pedestrian access, safety and aesthetics.
 - b. Water Feature - sketch plan studies for alternatives to the current fountain designed to provide a more functional and aesthetically pleasing first impression and entry experience.
 - c. Parking Area Landscaping - plan studies that include shade tree options, as well as, understory shrubs and groundcovers for the entire parking area and US Hwy 98 frontage.
 - d. Pedestrian Paving & Planting - layouts for paving patterns, paver types, colored/textured concrete, pedestrian crosswalks, and including tree grates and/or raised architectural planters, etc. with design reference/inspiration images.
 - e. Site Furniture - suggested layout and design reference images for benches, trash/recycling receptacles, bike racks, group seating areas, shade trellises, etc. to create more functional, comfortable and attractive outdoor-use/plaza areas adjacent to the building entry and elsewhere on the site.
 - f. Lighting - preliminary selections, layout and design reference images for updated area lighting for pedestrian areas, landscape lighting, etc.
 - g. Signage - conceptual design ideas and design reference images for updated directional, information and traffic control signage.
 - B. \$11,100: Phase 1 Approval Documents and Meetings
 - a. Presentation Plans
 - b. Construction Budgets
 - c. Review Meetings:

TOTAL FEE = \$54,780.

**INTERIOR AND EXTERIOR UPGRADES
Phase 2**

SCOPE OF SERVICES

We will consult with the County project manager and develop the necessary bid documents for the Phase 2 scope of work as approved under Phase 1:

Civil

- 1) Site Improvements demolition plan
 - a) Sidewalk at north stairway
 - b) Fountain equipment room, landscape planter & stairway
 - c) Fountain structure
 - d) Stairs at center island
 - e) Curbing and sidewalk at south end of center island
 - f) ADA center island at south side
 - g) ADA parking improvements at southwest parking aisle
 - h) Sidewalk and curb removal for new ADA parking at south side of convention center
 - i) Light poles and light bollard removal at center island and at main entry.
 - j) Concrete wall removal at east side ADA switchback ramp landing for parking garage stair access.
- 2) New Site Improvement plans
 - a) Curb ramps at south and north ends of center island, wide enough to allow display of vehicles during certain events.
 - b) Two sets of 7/11 standard concrete stairs at center of center island with retaining walls as required (rework curbing and sidewalks as needed to accommodate new landscaping on each side of new stairs)
 - c) Extend center island to the south approximately 40 feet +/-
 - d) New sidewalk at north side stairway
 - e) New ADA curb ramps at each side of parking garage east entry.
 - f) New curbing, stripping and paving as required to restore existing ADA parking at southwest parking aisle to match adjacent parking aisles.
 - g) 6 new ADA parking spaces with access sidewalk, stripping and signage at south side of convention center
 - h) New site lighting (solar powered and possibly with wind turbines) at center island and along main entry as required.
 - i) Concrete stairway and landings from parking garage to switchback landing of the ADA ramp located on the east side.
 - j) Coordinate new (non-lighted) bollard placement with owner.
 - k) Drainage and pavement as required for new work

Building Structural Changes

- 1) New wall to create new main entry vestibule, structural steel and CMU as required to support new doors and storefront.

Architectural

- 1) New main entry vestibule, curtain wall, sliding doors and hinged doors.
- 2) Ticket booth wall addition. Window, ceiling, and casework changes

Electrical

- 1) Demo and remove electrical power from fountain equipment room. Coordinate possible future reuse for a new fountain to be located next to the main entry.
- 2) Coordinate site lighting with civil. (solar power and possible wind turbines if feasible)
- 3) Relocate or add as needed lighting/power/fire exit alarm for ticket booth remodel and entry vestibule.
- 4) Access control for new doors as required at entry vestibule.
- 5) Lighting for new stairway from parking garage
- 6) Site lighting at new ADA parking spaces

Mechanical and Plumbing

- 1) HVAC and fire sprinkler changes as required for ticket booth remodel and new main entry vestibule.
- 2) Coordinate support for removal/relocation of fountain water supply to future fountain location.

Landscaping and Irrigation

- 1) New landscaping and irrigation as depicted on Phase 1.

\$39,320 – BASE FEE (Architectural, Structural, Mechanical, Electrical)

\$34,800 – ADDITIONAL FEE (Civil Engineering)

\$42,000 – ADDITIONAL FEE (Landscape and Irrigation)

\$116,120 – TOTAL FEE

EXCLUSIONS

Please note that construction administration and other permitting and survey or testing services shall be submitted as an additional task order Phase 3 after permitting requirements, phasing and duration of construction have been determined.

The civil engineer will make an open records request to gather relevant historical development orders and documents to evaluate if required the steps needed to amend the existing development order.

They assume that local, state and federal stormwater permitting will not be required. And assume the following:

- Regulatory permitting services are excluded.
- Environmental engineering services are excluded.
- Geotechnical engineering services are excluded.
- Permit application and regulatory review fees are excluded.
- Fees for all required mailings, public notices, and signage shall be billed as a reimbursable expense.
- Wetland delineation / jurisdictional determination services are excluded.
- FDEP and/or ACOE jurisdictional wetland dredge and fill permitting services are excluded.
- Wetland mitigation fees are excluded.
- Future Land Use / Zoning amendments are excluded.
- Applications to the Zoning Board of Adjustments and/or Design Review Board for items including, but not limited to, variance requests are excluded.
- A compatibility analysis is not included in the scope and fees presented. If necessary, the Engineer will assist Client in obtaining professional services from a local land use attorney.
- Design and/or permitting of offsite roadway, roadway connection and/or utility work is excluded.
- Traffic engineering services are excluded.
- All matters related to State of Florida or U.S. Fish & Wildlife are excluded.

\$54,780 – Phase 1
\$116,120 – Phase 2
\$170,900 - TOTAL TASK ORDER

Task Order in accordance with Contract for Professional Consulting Services, dated October 4, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 2 Revision #2

TASK ORDER AMOUNT: \$ 165,420.00

CONTRACT: **C18-2638-TDD**

DAG ARCHITECTS, INC.

ENG & ARCHITECTURAL CONSULTING SVS

EXPIRES: 10/03/2020

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III, FAIA

REPRESENTATIVE'S PRINTED NAME


SIGNATURE

PRINCIPAL

TITLE

8/9/19
DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

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

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


SIGNATURE

Directn
TITLE


8/12/19
DATE


PURCHASING MANAGER


08/14/2019
DATE


OMB Director/DATE

08.16.2019
DATE


COUNTY ADMINISTRATOR (if applicable)

8/16/19
DATE


CHAIRMAN (if applicable)

SEP 03 2019
DATE

OK
AL
C 08/12/19



Destin
Tallahassee
Pensacola
Panama City

August 9, 2019

Jeff Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

Project: Emerald Coast Convention Center – Exterior Restoration
ITB TDD 14-19

As previously reviewed on March 6, 2019, at the time of bid document preparation, our engineer estimated construction time of 18 weeks. As per our continuing contract #C18-2638-TDD, article 1.10 we are not responsible for the means and methods of the contractor and reserved the option to claim additional construction administration services compensation if needed to close out the project.

The contractor began work on June 3, 2019 and is currently projecting completion on January 7, 2020. This will exceed our engineer's estimate construction time by 12 weeks. So we request an increase of \$46,800.00 to the Task Order for Phase Five – Construction Services (reference page 7 of 7 of the proposal dated, April 12, 2018), which will increase the task order amount to \$165,420.00.

Thank you.

A handwritten signature in black ink, appearing to read 'Alex Gacic'.

Alex Gacic
DAG Architects Inc.

**Emerald Coast Conference Center
Exterior Cladding and Waterproofing Restoration Investigation Services
SCOPE OF SERVICES**

Okaloosa County has requested DAG Architects Inc. to provide investigation, inspection and recommendation services for the restoration of the exterior cladding and waterproofing systems at the Emerald Coast Conference Center.



The existing cladding and waterproofing systems are failing and need to be investigated to determine what the County's options are for needed restorations.

The scope of work will include:

- Review of all information and data available, determine and identify the areas needing attention.
- Perform inspections of the exterior building envelope, focusing on cladding, walkways, windows and roofs.
- Evaluate and catalog results of inspections.
- Provide written report of findings with detailed descriptions of envelope components, possible sources of failure and water intrusions, condition of components and recommendations and options for restoration.

We will consult with the County project manager to determine the optimum scope of work and construction budget needed to complete the restoration work. Once this is established we will prepare and provide a proposal for design and construction administration tasks for the County's approval.

Phase One Fee = \$9,020.

Phase Two Fee – Estimated Reimbursables = ~~\$1,000~~ \$4,000.

Outline of Observations and Recommendations from Investigation Services

Observations:

- Failed and deteriorated sealants throughout building
- Cracked and spalled concrete
- Cracked stucco
- Leaks in stairwells
- No slope or caps on top of parapet walls
- No slope or caps on railing/border walls/ramps
- Missing sealant at decorative stucco joints
- Blistered and failing paint and coatings on walls
- Deteriorated waterproof deck coatings

Recommendations:

- Remove all paint from building using chemical paint remover to get back to clean stucco surface
- Remove and replace all existing sealants on building, add new at all penetrations where they don't currently exist
- Repair all damaged/spalled/disbonded concrete and stucco
- Install new metal caps at all parapet walls with sealant on both sides (concealed clip design)
- Install slope and waterproofing at top of railing/border wall/ramps
- Install new sealant at small stucco detail joints and at bottom inside corner of larger decorative stucco joints
- Rout and seal all cracks greater than 1/16"; pre-stripe all cracks less than 1/16"
- Install new elastomeric coatings on all vertical walls
- Paint ceilings and columns
- At horizontal decks
 - Remove the existing coatings down to clean bare concrete
 - Install new sealants on the decks
 - Install new liquid applied heavy duty pedestrian traffic waterproofing membrane

Preliminary Opinion of Construction Cost

\$700,000 Removal of all existing coatings and sealants from building surfaces
\$750,000 Install new coatings and sealants on building surfaces
\$250,000 Install new waterproof deck coatings
\$150,000 Install new metal parapet caps
\$100,000 Miscellaneous Repairs
\$1,950,000 - Total

Emerald Coast Conference Center
Exterior Cladding and Waterproofing Restoration
Design and Construction Administration Services

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design, engineering, permitting assistance, bidding and construction administration services for the complete restoration of the exterior cladding and waterproofing systems associated with Emerald Coast Convention Center on Okaloosa Island.

The anticipated scope of work which our proposal is based on is as follows:

DETAILED DESIGN AND SPECIFICATIONS

- Develop a comprehensive scope of work to include the restoration of the exterior cladding, and waterproofing systems of the building. The scope of work shall include repairs to the waterproofing and cladding systems.
- Develop a project manual to include the scope of work as well as administrative and technical specifications for each component of the project. The project manual shall include bidding requirements, a sample contract, submittal requirements, progress meeting requirements, payment application requirements, and specifications for all products to be used. All documents and specifications requiring an engineering seal and signature shall be provided on Engineer's title block and/or letterhead.
- Develop a compilation of waterproofing and repair details, and provide final working drawings and documents necessary to complete a restoration of the exterior cladding, and waterproofing systems. The restoration documents shall be submitted for review prior to finalization of the documents.
- Assist the County in prequalifying construction contractors, soliciting competitive bids and verifying that the proposed work is in conformance with the engineered drawings and specifications. After tabulating the bids we will provide a written summary of the results and a recommendation to the County for contract award.

PRE-CONSTRUCTION MANAGEMENT

- Review of Contractors' Schedules, Submittals, Shop Drawings, and Insurance Certificates.
- Advise Owner if contractors' documents meet or do not meet the requirements specified under the Construction Documents.
- Conduct a pre-construction conference with the approved prime contractor, sub-contractors, material manufacturer representatives and Owner representatives. Topics to be discussed during the course of this meeting shall include, but are not limited to the following:
 - Review of executed Contracts and Scope of Work.
 - Review of Contractor's Schedules, Shop Drawings, Insurance Certificates, Bond and Commencement Data.
 - Establish proper chain of command protocols and inspection procedures.
 - Establish time for progress meetings and location.
 - Establishment of safety rules and legal issues.
 - Review of all required permits from governmental entities to determine that Project is appropriately permitted.

- Minutes of this meeting shall be recorded, transmitted and become part of the contract documents. All submittals shall be reviewed for compliance with industry standards and the contract documents.

CONSTRUCTION SERVICES

- During construction Architect/Engineer shall provide construction management services that include observation of work, answering contractor questions, enforcing the technical specifications and providing written progress reports to the Owner, complete with photographs.
- During construction, Architect/Engineer shall assign a ‘Construction Manager’ to conduct onsite construction observations an average of twenty (20) hours per week (Monday - Friday) for an estimated duration of ~~eighteen (18)~~ thirty (30) weeks. For the sake of this proposal, a “Construction Manager” shall be defined as a professional engineer licensed in the State of Florida, a licensed trade professional and/or an individual certified in the application and testing of waterproofing systems. As progress of the work performed by the contractor varies from day-to-day, the demand for an onsite construction manager shall vary accordingly. The construction observation schedule shall be reviewed and agreed upon by Architect/Engineer and the contractor on a weekly basis. The following tasks shall be included with the Construction Managers
Scope of Work:
 - Construction Manager shall review the materials to be utilized on the job to ensure compliance with specifications detailed in the construction documents.
 - Construction Manager shall conduct observations of work-in-progress on each date in which significant work is to be performed at the job site to determine if the work observed is in compliance with Construction Documents. Observation reports shall be developed and shall include, but not be limited to the following information:
 - Date of the inspection and the hours the crewmen worked.
 - Areas of work performed and items of work performed.
 - Weather conditions and 24-Hour forecast.
 - Number of crewmen onsite and sub-contractors.
 - Notification of individuals who were onsite, such as material representatives or building inspectors.
 - If authorized by Owner, or if required because of changes in the Project, Architect/Engineer shall furnish services in addition to those set forth above for an additional hourly fee in accordance with Task Order Contract for Professional Consulting Services, dated October 22~~4~~, 2017 between Okaloosa County, Florida and DAG Architects Inc
 - Architect/Engineer does not supervise or direct the contractor’s means, methods or techniques, nor does Architect/Engineer take responsibility for the contractor’s scheduling, safety practices and/or precautions.
- During construction, Architect/Engineer shall assign a Project Engineer for an average of ten (10) hours per week (Monday – Friday) for an estimated duration of ~~eighteen (18)~~ thirty (30) weeks. For the sake of this proposal, a “Project Engineer” shall be defined as a professional engineer licensed in the State of Florida experienced in the design and management of waterproofing and restoration projects. The following items shall be included with the Project Engineers Scope of Work:
 - Once per week, at a time and location designated by the Owner representatives, Project Engineer shall conduct a progress review meeting during which the Project Engineer, Construction Manager, General Contractor,

Owner and all other appropriate subcontractors shall be in attendance. The purpose of these meetings is to discuss the Project's design intent, review Project progress, review specific details and discuss installation and sequencing of various elements of the Project. It shall be the responsibility of the general contractor to provide minutes of the meeting. Project Engineer shall notify Owner in advance of the time and date of the meetings, although Owner is not required to attend the meetings.

- Project Engineer shall review Contractors' Schedules, Submittals, Shop Drawings, and Insurance Certificates.
- Project Engineer shall advise Owner if contractors' documents meet the requirements specified under the Construction Documents.
- Project Engineer shall review the general contractor's applications and certificates of payment, as well as accompanying contractor's affidavit. Project Engineer shall, in its review of each affidavit, determine its accuracy and compliance with the terms of the prime contractor's contract with Owner and then provide these documents to the Owner with a recommended course of action.
- Project Engineer shall review and respond to all requests for information or clarification as to the construction documents, specifications and drawings.
- Project Engineer shall review all requests for change orders and then provide these documents to the Owner with the recommended course of action, including the identification of costs or savings associated with the change order.
- Should laboratory testing or other testing during the course of construction be necessary, Project Engineer shall advise the Owner of the required testing with the estimated cost of the testing and recommendation regarding the testing. Upon approval by Owner, Project Engineer shall arrange for the testing and arrange delivery of testing or inspection reports to Owner.
- If authorized by Owner, or if required because of changes in the Project, Project Engineer shall furnish services in addition to those set forth above for an additional hourly fee in accordance with Task Order Contract for Professional Consulting Services, dated October 24, 2017 between Okaloosa County, Florida and DAG Architects Inc.

POST-CONSTRUCTION SERVICES

- Following completion of construction, Architect/Engineer shall prepare and execute a Certificate of Substantial Completion. Project Engineer, along with Owner's representative, shall perform a contract, compliance punch list at the substantial completion period and issue an EJCDC C-625 Certificate of Substantial Completion. Architect/Engineer shall submit the executed Certificate to the Owner and contractor. Project Engineer and the contractor shall coordinate the correction and completion of Project work, including punch list items. Following an issuance of a Certificate of Substantial Completion of work or a designated portion thereof, Architect/Engineer shall evaluate the completion of work of the contract between the contractor and Owner. Architect/Engineer shall conduct final inspections.
- Following completion of construction, Project Engineer shall obtain from the contractor and forward to the Owner the following information received from the contractor:
 - Certificates of insurance received from the contractor;
 - Consent of surety or sureties to reduction and a partial release of retainage or the making of a final payment;

- Affidavits, receipts, releases and waivers of liens and bonds indemnifying the Owner against liens;
- Any other documentation required of the contractor under the contract documents including warranties, maintenance manuals and similar materials.
- Following completion of construction, Architect/Engineer shall deliver to the Owner all manuals, record drawings and maintenance documents. Project Engineer shall prepare a final Project Application for Payment and Project Certificate of Payment or Final Application for Payment and Final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract documents.

Items EXCLUDED from this Scope of Work include, but are not limited to:

- Developing engineering solutions for damaged building components and other structures that may have been previously obscured by coverings such as asphalt, stucco, roofing, siding, trim, tile, pavers or other protective coatings.
- Additional services that are not specifically included within the Scope of Work outlined above.

Work Tasks

Phase Three – Detailed Design and Specifications = \$11,840

Phase Four – Preconstruction Services = \$7,760

Phase Five – Construction Services = ~~\$75,120~~ \$121,920

Phase Six – Post-Construction Services = \$10,880

TOTAL FEE = ~~\$10,020~~ ~~\$118,620~~ \$165,420

*** Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc.**



Destin
Tallahassee
Pensacola
Panama City

March 6, 2019

Allen Lassiter
Facilities & Operations Manager
Emerald Coast Convention Center
1250 Miracle Strip Parkway SE
Fort Walton Beach, FL 32548
850-974-9466

Project: Emerald Coast Convention Center – Exterior Restoration
ITB TDD 14-19

As per your request we have reviewed the bid provided by Empire Builders Group, Inc.

Our engineering consultant O'Connell and Associates has not had previous work experience with this contractor or subcontractors and cannot provide a recommendation regarding contractor performance. However, it appears the contractor's submitted work experience, bonding and insurance meets the minimum bid qualification requirements as noted by Jeffrey Hyde, Okaloosa County Purchasing Manager.

One issue of note is the contractor has listed a project construction duration of 30 weeks. At the time of bid document preparation, our engineer estimated 18 weeks. As per our continuing contract #C18-2638-TDD, article 1.10 we are not responsible for the means and methods of the contractor and reserve the option to claim additional construction administration services compensation if needed to close out the project.

Thank you.

A handwritten signature in blue ink, appearing to read "Alex Gacic".

Alex Gacic
DAG Architects Inc.

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 10

TASK ORDER AMOUNT: \$ 15,000.00

CONTRACT#: C18-2638-TDD
DAG ARCHITECTS, INC.
ENG & ARCHITECTURAL CONSULTING SVS
EXPIRES: 10/03/2020

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III FAIA

REPRESENTATIVE'S PRINTED NAME


SIGNATURE

PRINCIPAL

TITLE

MAY 23, 2019

DATE

RECOMMENDED FOR APPROVAL
(Department Director)


SIGNATURE

Greg Kisela

TITLE

5/23/19
DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

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


PURCHASING MANAGER

05/24/2019
DATE

OMB Director/DATE

DATE

CHAIRMAN (if applicable)

DATE

May 23, 2019



Mr. Greg Kisela, Deputy County Administrator
Okaloosa County
1250 N. Eglin Parkway
Suite 102
Shalimar, FL 32579
Phone: (850) 651-7515

RE: Women In Military Service For America (Celebrated Entrance to Veteran's Park) Task Order No. 10

Dear Greg:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charlie W. Clary III'.

Charlie W. Clary III, FAIA
Principal
DAG Architects Inc.

Women In Military Service For America (Celebrated Entrance to Veteran's Park) Task Order No. 10
Phase 1

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide conceptual design services for Women In Military Service For America (Celebrated Entrance to Veteran's Park).

The project is understood to be a celebration of the contribution of women in the 8 branches and service organizations provided by Okaloosa County (WAAC, WAVES, SPARS, MCWR, WAC, WAFS, WASP, WAF), as well as the Civil War and American Revolutionary War. It is understood that the statues are not just to be elevated women showcasing each organization's uniform, but should help tell the story of contributions made, in an inclusionary and interactive way.

The project will be an all-outdoor experience, not requiring public restrooms or drop-off parking, but will require minimal addition of handicap parking at specified entrances to the park.

Research and collaboration with local historic groups, experts and the community will be required in a later design phase and are not included in this proposal for initial conceptual design.

We will consult with the County Administrator and other designated county stakeholders to develop the necessary concept plans and documents for consideration by the County. The anticipated scope of work which our proposal is based on for Phase 1 is as follows:

- Conduct a kickoff meeting to determine desired design direction from County staff and other designated stakeholders;
- Obtain and analyze all available existing information and documentation for the existing site;
- Analyze the conceptual site plans by Taylor Engineering and document existing conditions in the selected site area;
- Prepare rendering of a conceptual design along with a design narrative;
 - Provide a conceptual cost opinion for the selected conceptual design;
 - Provide all colored rendering on one set of 34"x22" display boards;
 - Provide the final conceptual design documents to the client digitally on a compact disc or thumb drive;

TOTAL FEE = \$15,000

Task Order in accordance with Contract for Professional Consulting Services, dated October 4, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 9

TASK ORDER AMOUNT: \$ 51,800.00

CONTRACT#: C18-2638-TDD
DAG ARCHITECTS, INC.
ENG & ARCHITECTURAL CONSULTING SVS
EXPIRES: 10/03/2020

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III, FAIA

REPRESENTATIVE'S PRINTED NAME


SIGNATURE

PRINCIPAL

TITLE

4/24/19

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

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

Compst/A

SIGNATURE

TITLE

DATE


PURCHASING MANAGER

DATE


OMB Director/DATE

DATE


COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

April 15, 2019



Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

RE: Emerald Coast Convention Center--Task Order No. 9 -- Ballroom A/V Upgrades Phase 1

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie W. Clary III".

Charlie W. Clary III, FAIA
Principal
DAG Architects Inc.

**Ballroom A/V Upgrades
Phase 1**

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design services for the Ballroom A/V Upgrades.

We will consult with the County project manager and develop the necessary scope of work requirements and budget for Phase 2 which will include the construction plans and bid documents. The anticipated scope of work which our proposal is based on for Phase 1 is as follows:

Survey existing AV equipment, product data, pathways, and cabling infrastructure serving the Ballrooms. Survey will include an analysis of the:

- Existing audio system, speakers, amps, digital signal processor, connectors, etc.
- Quality of the current audio distribution – will check for any feedback or distortion,
- Overall dB (decibel) level distribution – will take measurements from specific locations in room and note any significant variances,
- Current Acoustics of the rooms – will note any issues with reflection, refraction, and make suggestions to correct (if needed).

Develop Schematic Design – including basic AV floor plan layout and specifications for approval.

TOTAL FEE = \$51,800.00.

Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.

4 CD

Client#: 1049223

DAGARC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/06/2019

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607		CONTACT NAME: Okaloosa County BOCC	
INSURED DAG Architects, Inc. 1223 Airport Road Suite 104 Destin, FL 32541		PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Phoenix Insurance Company NAIC # 25623	
		INSURER B : Travelers Indemnity Company 25658	
		INSURER C : Travelers Casualty and Surety Company 19038	
		INSURER D : Maxum Indemnity Company 26743	
		INSURER E : Charter Oak Fire Insurance Company 25615	
		INSURER F :	

MAY 09 2019

Received by
Risk Management

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6800J802994	05/11/2019	05/11/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA1635M488	05/11/2019	05/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP9254Y601	05/11/2019	05/11/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB4J086282	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			PFP603276102	03/31/2019	03/31/2020	\$2,000,000 per claim \$2,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.


Okaloosa County is named as an additional insured on all policies listed above except the workers compensation and professional liability as required by written contract including completed and ongoing operations on per project basis, coverage is primary and non contributory. Waiver of subrogation in favor of the additional insured applies to all policies listed above as required by written contract. Thirty (30)

(See Attached Descriptions)

CERTIFICATE HOLDER

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

CONTRACT#: C18-2638-TDD
DAG ARCHITECTS, INC.
ENG & ARCHITECTURAL CONSULTING SVS
EXPIRES: 10/03/2020 W/2 1 YR RENEWALS

AUTHORIZED REPRESENTATIVE:


DESCRIPTIONS (Continued from Page 1)

days prior written notice of cancellation except 10 days for non payment of premium will be given on all policies listed above

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 8

TASK ORDER AMOUNT: \$ 28,760.00

CONTRACT#: C18-2638-TDD
DAG ARCHITECTS, INC.
ENG & ARCHITECTURAL CONSULTING SVS
EXPIRES: 10/03/2020

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III, FAIA
REPRESENTATIVE'S PRINTED NAME

SIGNATURE

PRINCIPAL

TITLE



4/24/19

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

COO 4/25/19

SIGNATURE

TITLE

DATE



Director

4/30/19

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

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

PURCHASING MANAGER

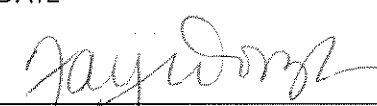
DATE

OMB Director/DATE

DATE



05/13/2019



05.13.2019

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

April 15, 2019



Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

Destin
Tallahassee
Pensacola
Panama City

RE: Emerald Coast Convention Center—Task Order No. 8 – HVAC Upgrades Phase 1

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely

A handwritten signature in black ink, appearing to read 'Charlie W. Clary III'.

Charlie W. Clary III, FAIA
Principal
DAG Architects Inc.

**HVAC UPGRADES
Phase 1**

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design services for the HVAC Upgrades.

We will consult with the County project manager and develop the necessary scope of work requirements and budget for Phase 2 which will include the construction plans and bid documents. The anticipated scope of work which our proposal is based on for Phase 1 is as follows:

1. Assess and document the performance and condition of existing equipment and HVAC systems.
2. Determine options to increase energy efficiency and improve the control of heating/cooling and humidity levels within the convention center
3. Provide a summary report of findings and recommendations.

Architecture/Engineering Services =	\$11,360.00
Survey, Test and Evaluation of Equipment =	<u>\$17,400.00</u>
TOTAL FEE =	<u>\$28,760.00</u>

4 CD

Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.

February 14, 2019



Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

RE: Emerald Coast Convention Center—Task Order No. 6 – Interior and Exterior Upgrades Phase 1

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely,
A handwritten signature in black ink that reads 'Charlie W. Clary III'. The signature is fluid and cursive, with a horizontal line extending from the end.

Charlie W. Clary III, FAIA
Principal
DAG Architects Inc.

DAG architects

AA-C000745

1223 airport road

destin, florida

32541

P 850.837.8152

www.dagarchitects.com

**INTERIOR AND EXTERIOR UPGRADES
Phase 1**

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design services for the Interior and Exterior Upgrades.

We will consult with the County project manager and develop the necessary scope of work requirements and budget for Phase 2 which will include the construction plans and bid documents. The anticipated scope of design work which our proposal is based on for Phase 1 is as follows:

1. As-Built Survey
 - A. \$16,560: Convention Center Site.
 - a. Prepare comprehensive as-built survey, including all visible utilities, topography, landscaping areas, parking, lighting, and elevations on all storm and sanitary structures.
2. Building Structural Changes and Repairs
 - A. \$11,520: Evaluate requirements and options for expansion of the main entry vestibule, box office remodeling, parking garage screen wall removal and north stairway settling repairs.
3. Convention Center Conceptual Site Improvements
 - A. \$15,600: Prepare sketch plan studies for:
 - a. Vehicular Drop-off – sketch plan studies for alternatives to the current condition that seek to improve pedestrian access, safety and aesthetics.
 - b. Water Feature - sketch plan studies for alternatives to the current fountain designed to provide a more functional and aesthetically pleasing first impression and entry experience.
 - c. Parking Area Landscaping - plan studies that include shade tree options, as well as, understory shrubs and groundcovers for the entire parking area and US Hwy 98 frontage.
 - d. Pedestrian Paving & Planting – layouts for paving patterns, paver types, colored/textured concrete, pedestrian crosswalks, and including tree grates and/or raised architectural planters, etc. with design reference/inspiration images.
 - e. Site Furniture - suggested layout and design reference images for benches, trash/recycling receptacles, bike racks, group seating areas, shade trellises, etc. to create more functional, comfortable and attractive outdoor-use/plaza areas adjacent to the building entry and elsewhere on the site.
 - f. Lighting – preliminary selections, layout and design reference images for updated area lighting for pedestrian areas, landscape lighting, etc.

- g. Signage – conceptual design ideas and design reference images for updated directional, information and traffic control signage.
- B. \$11,100: Phase 1 Approval Documents and Meetings
 - a. Presentation Plans
 - b. Construction Budgets
 - c. Review Meetings:

TOTAL FEE = \$54,780.

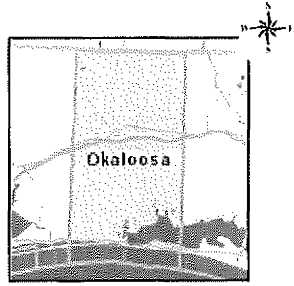
Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.



Okaloosa County Appraiser

Parcel: 00-2S-24-2185-0018-0010 Acres: 0

Name:	BCC OKALOOSA COUNTY	Land Value:	2,483,668
Site:	1218 HWY 98 FT WALTON BEACH	Building Value:	5,070,829
Sale:		Misc Value:	388,082
Mail:	302 N WILSON ST SUITE 203 CRESTVIEW, FL 32536	Just Value:	7,942,579
		Assessed Value	7,942,579
		Exmpt Value	7,942,579
		Taxable Value	0



Okaloosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 02/08/19 : 14:06:50

Phase 1

EMERALD COAST CONVENTION CENTER PROPOSAL INTERIOR-EXTERIOR UPGRADES

1250 MIRACLE STRIP PKWY SE
FORT WALTON BEACH, FL 32548

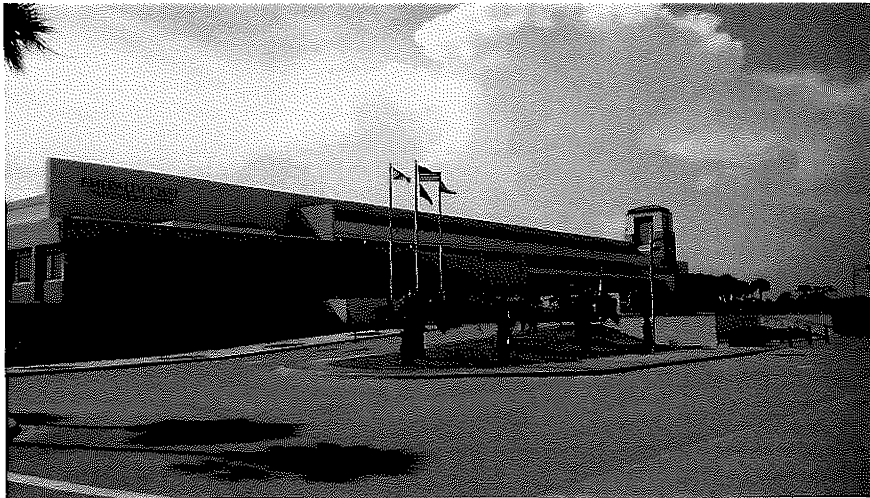


PHOTO COURTESY OF THE UNIVERSITY OF FLORIDA. PHOTOGRAPHY BY MICHAEL J. HAYES FOR THE UNIVERSITY OF FLORIDA. PHOTOGRAPHY BY MICHAEL J. HAYES FOR THE UNIVERSITY OF FLORIDA. PHOTOGRAPHY BY MICHAEL J. HAYES FOR THE UNIVERSITY OF FLORIDA.

PROJECT SCOPE

PHASE 1: INTERIOR AND EXTERIOR UPGRADES FOR THE EMERALD COAST CONVENTION CENTER. THE PROJECT INCLUDES THE INTERIOR AND EXTERIOR UPGRADES OF THE EMERALD COAST CONVENTION CENTER. THE PROJECT INCLUDES THE INTERIOR AND EXTERIOR UPGRADES OF THE EMERALD COAST CONVENTION CENTER.

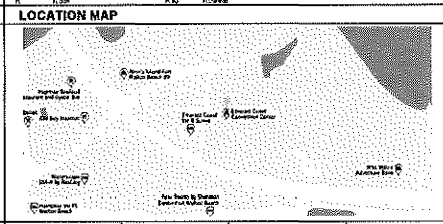
STANDARD SYMBOLS

	MECHANICAL ROOM		ELECTRICAL ROOM
	ELEVATOR LOBBY		STAIR LOBBY
	LOBBY LOBBY		LOBBY LOBBY
	LOBBY LOBBY		LOBBY LOBBY
	LOBBY LOBBY		LOBBY LOBBY
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	LOBBY LOBBY		LOBBY LOBBY
	LOBBY LOBBY		LOBBY LOBBY
	LOBBY LOBBY		LOBBY LOBBY


STANDARD ABBREVIATIONS

AC	AIR CONDITIONING	AC	AIR CONDITIONING	AC	AIR CONDITIONING
AD	ADULT DAYCARE	AD	ADULT DAYCARE	AD	ADULT DAYCARE
AG	AGRICULTURE	AG	AGRICULTURE	AG	AGRICULTURE
AL	ALUMINUM	AL	ALUMINUM	AL	ALUMINUM
AN	ANALOG	AN	ANALOG	AN	ANALOG
AO	AUTOMATIC	AO	AUTOMATIC	AO	AUTOMATIC
AP	APARTMENT	AP	APARTMENT	AP	APARTMENT
AR	ARCHITECTURE	AR	ARCHITECTURE	AR	ARCHITECTURE
AS	ASBESTOS	AS	ASBESTOS	AS	ASBESTOS
AT	ATMOSPHERE	AT	ATMOSPHERE	AT	ATMOSPHERE
AV	AUDIO VISUAL	AV	AUDIO VISUAL	AV	AUDIO VISUAL
AW	AIRWAY	AW	AIRWAY	AW	AIRWAY
B	BUILDING	B	BUILDING	B	BUILDING
BA	BATH	BA	BATH	BA	BATH
BB	BEST MANAGEMENT PRACTICE	BB	BEST MANAGEMENT PRACTICE	BB	BEST MANAGEMENT PRACTICE
BC	BUS	BC	BUS	BC	BUS
BD	BUS STOP	BD	BUS STOP	BD	BUS STOP
BE	BELIEF	BE	BELIEF	BE	BELIEF
BF	BEST MANAGEMENT PRACTICE	BF	BEST MANAGEMENT PRACTICE	BF	BEST MANAGEMENT PRACTICE
BH	BUS STOP	BH	BUS STOP	BH	BUS STOP
BI	BUS STOP	BI	BUS STOP	BI	BUS STOP
BJ	BUS STOP	BJ	BUS STOP	BJ	BUS STOP
BK	BUS STOP	BK	BUS STOP	BK	BUS STOP
BL	BUS STOP	BL	BUS STOP	BL	BUS STOP
BM	BUS STOP	BM	BUS STOP	BM	BUS STOP
BN	BUS STOP	BN	BUS STOP	BN	BUS STOP
BO	BUS STOP	BO	BUS STOP	BO	BUS STOP
BP	BUS STOP	BP	BUS STOP	BP	BUS STOP
BQ	BUS STOP	BQ	BUS STOP	BQ	BUS STOP
BR	BUS STOP	BR	BUS STOP	BR	BUS STOP
BS	BUS STOP	BS	BUS STOP	BS	BUS STOP
BT	BUS STOP	BT	BUS STOP	BT	BUS STOP
BV	BUS STOP	BV	BUS STOP	BV	BUS STOP
BW	BUS STOP	BW	BUS STOP	BW	BUS STOP
BX	BUS STOP	BX	BUS STOP	BX	BUS STOP
BY	BUS STOP	BY	BUS STOP	BY	BUS STOP
BZ	BUS STOP	BZ	BUS STOP	BZ	BUS STOP
CA	CALIFORNIA	CA	CALIFORNIA	CA	CALIFORNIA
CB	CALIFORNIA	CB	CALIFORNIA	CB	CALIFORNIA
CC	CALIFORNIA	CC	CALIFORNIA	CC	CALIFORNIA
CD	CALIFORNIA	CD	CALIFORNIA	CD	CALIFORNIA
CE	CALIFORNIA	CE	CALIFORNIA	CE	CALIFORNIA
CF	CALIFORNIA	CF	CALIFORNIA	CF	CALIFORNIA
CG	CALIFORNIA	CG	CALIFORNIA	CG	CALIFORNIA
CH	CALIFORNIA	CH	CALIFORNIA	CH	CALIFORNIA
CI	CALIFORNIA	CI	CALIFORNIA	CI	CALIFORNIA
CJ	CALIFORNIA	CJ	CALIFORNIA	CJ	CALIFORNIA
CK	CALIFORNIA	CK	CALIFORNIA	CK	CALIFORNIA
CL	CALIFORNIA	CL	CALIFORNIA	CL	CALIFORNIA
CM	CALIFORNIA	CM	CALIFORNIA	CM	CALIFORNIA
CN	CALIFORNIA	CN	CALIFORNIA	CN	CALIFORNIA
CO	CALIFORNIA	CO	CALIFORNIA	CO	CALIFORNIA
CP	CALIFORNIA	CP	CALIFORNIA	CP	CALIFORNIA
CQ	CALIFORNIA	CQ	CALIFORNIA	CQ	CALIFORNIA
CR	CALIFORNIA	CR	CALIFORNIA	CR	CALIFORNIA
CS	CALIFORNIA	CS	CALIFORNIA	CS	CALIFORNIA
CT	CALIFORNIA	CT	CALIFORNIA	CT	CALIFORNIA
CU	CALIFORNIA	CU	CALIFORNIA	CU	CALIFORNIA
CV	CALIFORNIA	CV	CALIFORNIA	CV	CALIFORNIA
CW	CALIFORNIA	CW	CALIFORNIA	CW	CALIFORNIA
CX	CALIFORNIA	CX	CALIFORNIA	CX	CALIFORNIA
CY	CALIFORNIA	CY	CALIFORNIA	CY	CALIFORNIA
CZ	CALIFORNIA	CZ	CALIFORNIA	CZ	CALIFORNIA
DA	DALLAS	DA	DALLAS	DA	DALLAS
DB	DALLAS	DB	DALLAS	DB	DALLAS
DC	DALLAS	DC	DALLAS	DC	DALLAS
DD	DALLAS	DD	DALLAS	DD	DALLAS
DE	DALLAS	DE	DALLAS	DE	DALLAS
DF	DALLAS	DF	DALLAS	DF	DALLAS
DG	DALLAS	DG	DALLAS	DG	DALLAS
DH	DALLAS	DH	DALLAS	DH	DALLAS
DI	DALLAS	DI	DALLAS	DI	DALLAS
DJ	DALLAS	DJ	DALLAS	DJ	DALLAS
DK	DALLAS	DK	DALLAS	DK	DALLAS
DL	DALLAS	DL	DALLAS	DL	DALLAS
DM	DALLAS	DM	DALLAS	DM	DALLAS
DN	DALLAS	DN	DALLAS	DN	DALLAS
DO	DALLAS	DO	DALLAS	DO	DALLAS
DP	DALLAS	DP	DALLAS	DP	DALLAS
DQ	DALLAS	DQ	DALLAS	DQ	DALLAS
DR	DALLAS	DR	DALLAS	DR	DALLAS
DS	DALLAS	DS	DALLAS	DS	DALLAS
DT	DALLAS	DT	DALLAS	DT	DALLAS
DU	DALLAS	DU	DALLAS	DU	DALLAS
DV	DALLAS	DV	DALLAS	DV	DALLAS
DW	DALLAS	DW	DALLAS	DW	DALLAS
DX	DALLAS	DX	DALLAS	DX	DALLAS
DY	DALLAS	DY	DALLAS	DY	DALLAS
DZ	DALLAS	DZ	DALLAS	DZ	DALLAS
EA	EMERALD COAST CONVENTION CENTER	EA	EMERALD COAST CONVENTION CENTER	EA	EMERALD COAST CONVENTION CENTER
EB	EMERALD COAST CONVENTION CENTER	EB	EMERALD COAST CONVENTION CENTER	EB	EMERALD COAST CONVENTION CENTER
EC	EMERALD COAST CONVENTION CENTER	EC	EMERALD COAST CONVENTION CENTER	EC	EMERALD COAST CONVENTION CENTER
ED	EMERALD COAST CONVENTION CENTER	ED	EMERALD COAST CONVENTION CENTER	ED	EMERALD COAST CONVENTION CENTER
EE	EMERALD COAST CONVENTION CENTER	EE	EMERALD COAST CONVENTION CENTER	EE	EMERALD COAST CONVENTION CENTER
EF	EMERALD COAST CONVENTION CENTER	EF	EMERALD COAST CONVENTION CENTER	EF	EMERALD COAST CONVENTION CENTER
EG	EMERALD COAST CONVENTION CENTER	EG	EMERALD COAST CONVENTION CENTER	EG	EMERALD COAST CONVENTION CENTER
EH	EMERALD COAST CONVENTION CENTER	EH	EMERALD COAST CONVENTION CENTER	EH	EMERALD COAST CONVENTION CENTER
EI	EMERALD COAST CONVENTION CENTER	EI	EMERALD COAST CONVENTION CENTER	EI	EMERALD COAST CONVENTION CENTER
EJ	EMERALD COAST CONVENTION CENTER	EJ	EMERALD COAST CONVENTION CENTER	EJ	EMERALD COAST CONVENTION CENTER
EK	EMERALD COAST CONVENTION CENTER	EK	EMERALD COAST CONVENTION CENTER	EK	EMERALD COAST CONVENTION CENTER
EL	EMERALD COAST CONVENTION CENTER	EL	EMERALD COAST CONVENTION CENTER	EL	EMERALD COAST CONVENTION CENTER
EM	EMERALD COAST CONVENTION CENTER	EM	EMERALD COAST CONVENTION CENTER	EM	EMERALD COAST CONVENTION CENTER
EN	EMERALD COAST CONVENTION CENTER	EN	EMERALD COAST CONVENTION CENTER	EN	EMERALD COAST CONVENTION CENTER
EO	EMERALD COAST CONVENTION CENTER	EO	EMERALD COAST CONVENTION CENTER	EO	EMERALD COAST CONVENTION CENTER
EP	EMERALD COAST CONVENTION CENTER	EP	EMERALD COAST CONVENTION CENTER	EP	EMERALD COAST CONVENTION CENTER
EQ	EMERALD COAST CONVENTION CENTER	EQ	EMERALD COAST CONVENTION CENTER	EQ	EMERALD COAST CONVENTION CENTER
ER	EMERALD COAST CONVENTION CENTER	ER	EMERALD COAST CONVENTION CENTER	ER	EMERALD COAST CONVENTION CENTER
ES	EMERALD COAST CONVENTION CENTER	ES	EMERALD COAST CONVENTION CENTER	ES	EMERALD COAST CONVENTION CENTER
ET	EMERALD COAST CONVENTION CENTER	ET	EMERALD COAST CONVENTION CENTER	ET	EMERALD COAST CONVENTION CENTER
EU	EMERALD COAST CONVENTION CENTER	EU	EMERALD COAST CONVENTION CENTER	EU	EMERALD COAST CONVENTION CENTER
EV	EMERALD COAST CONVENTION CENTER	EV	EMERALD COAST CONVENTION CENTER	EV	EMERALD COAST CONVENTION CENTER
EW	EMERALD COAST CONVENTION CENTER	EW	EMERALD COAST CONVENTION CENTER	EW	EMERALD COAST CONVENTION CENTER
EX	EMERALD COAST CONVENTION CENTER	EX	EMERALD COAST CONVENTION CENTER	EX	EMERALD COAST CONVENTION CENTER
EY	EMERALD COAST CONVENTION CENTER	EY	EMERALD COAST CONVENTION CENTER	EY	EMERALD COAST CONVENTION CENTER
EZ	EMERALD COAST CONVENTION CENTER	EZ	EMERALD COAST CONVENTION CENTER	EZ	EMERALD COAST CONVENTION CENTER

LOCATION MAP



PROJECT TEAM	INDEX OF DRAWINGS	INDEX OF DRAWINGS
ARCHITECTURE	1.00 - 1.01	2.00 - 2.01
Mechanical/Electrical	3.00 - 3.01	4.00 - 4.01
Structural	5.00 - 5.01	6.00 - 6.01
Site	7.00 - 7.01	8.00 - 8.01
Interior	9.00 - 9.01	10.00 - 10.01
Exterior	11.00 - 11.01	12.00 - 12.01
Site	13.00 - 13.01	14.00 - 14.01
Site	15.00 - 15.01	16.00 - 16.01
Site	17.00 - 17.01	18.00 - 18.01
Site	19.00 - 19.01	20.00 - 20.01
Site	21.00 - 21.01	22.00 - 22.01
Site	23.00 - 23.01	24.00 - 24.01
Site	25.00 - 25.01	26.00 - 26.01
Site	27.00 - 27.01	28.00 - 28.01
Site	29.00 - 29.01	30.00 - 30.01
Site	31.00 - 31.01	32.00 - 32.01
Site	33.00 - 33.01	34.00 - 34.01
Site	35.00 - 35.01	36.00 - 36.01
Site	37.00 - 37.01	38.00 - 38.01
Site	39.00 - 39.01	40.00 - 40.01
Site	41.00 - 41.01	42.00 - 42.01
Site	43.00 - 43.01	44.00 - 44.01
Site	45.00 - 45.01	46.00 - 46.01
Site	47.00 - 47.01	48.00 - 48.01
Site	49.00 - 49.01	50.00 - 50.01
Site	51.00 - 51.01	52.00 - 52.01
Site	53.00 - 53.01	54.00 - 54.01
Site	55.00 - 55.01	56.00 - 56.01
Site	57.00 - 57.01	58.00 - 58.01
Site	59.00 - 59.01	60.00 - 60.01
Site	61.00 - 61.01	62.00 - 62.01
Site	63.00 - 63.01	64.00 - 64.01
Site	65.00 - 65.01	66.00 - 66.01
Site	67.00 - 67.01	68.00 - 68.01
Site	69.00 - 69.01	70.00 - 70.01
Site	71.00 - 71.01	72.00 - 72.01
Site	73.00 - 73.01	74.00 - 74.01
Site	75.00 - 75.01	76.00 - 76.01
Site	77.00 - 77.01	78.00 - 78.01
Site	79.00 - 79.01	80.00 - 80.01
Site	81.00 - 81.01	82.00 - 82.01
Site	83.00 - 83.01	84.00 - 84.01
Site	85.00 - 85.01	86.00 - 86.01
Site	87.00 - 87.01	88.00 - 88.01
Site	89.00 - 89.01	90.00 - 90.01
Site	91.00 - 91.01	92.00 - 92.01
Site	93.00 - 93.01	94.00 - 94.01
Site	95.00 - 95.01	96.00 - 96.01
Site	97.00 - 97.01	98.00 - 98.01
Site	99.00 - 99.01	100.00 - 100.01



NOT FOR CONSTRUCTION

Phase 1

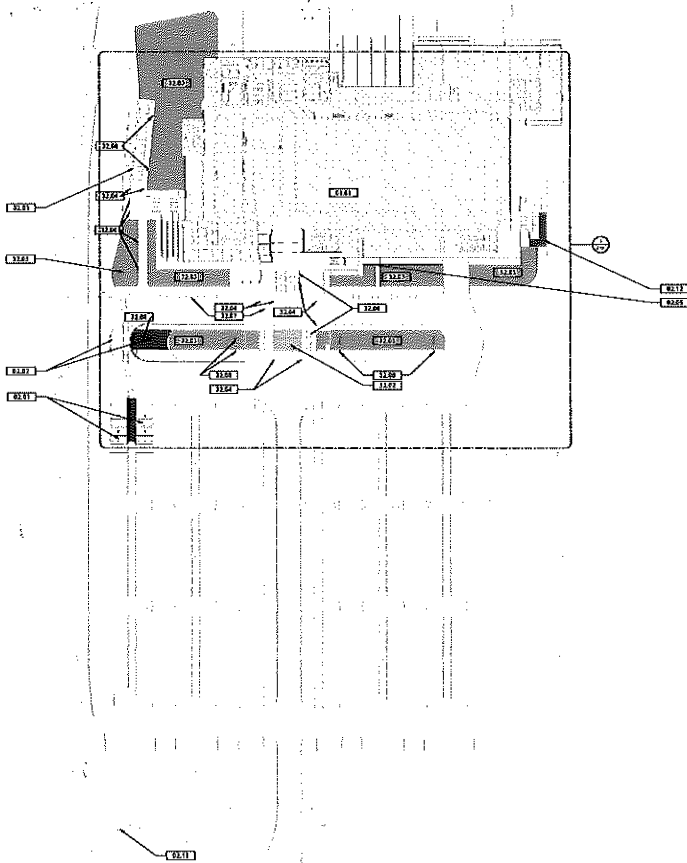
EMERALD COAST CONVENTION CENTER
PROPOSAL INTERIOR-EXTERIOR UPGRADES

1250 MIRACLE STRIP PKWY SE
FORT WALTON BEACH, FL 32548

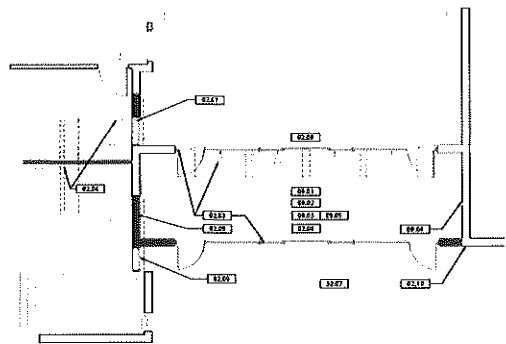
COVER SHEET

DATE: 12/15/2023
DRAWN: J. SMITH
CHECKED: M. JONES
SCALE: AS SHOWN

G000



1 ARCHITECTURAL SITE PLAN
SCALE 1/8" = 1'-0"



2 ENLARGED MAIN ENTRY FLOOR PLAN
SCALE 1/4" = 1'-0"

GENERAL DEMO NOTES	GENERAL NOTES
1. DEMO WORK SHALL BE COMPLETED BY 10/31/12.	1. ALL DEMO WORK SHALL BE COMPLETED BY 10/31/12.
2. DEMO WORK SHALL BE COMPLETED BY 10/31/12.	2. ALL DEMO WORK SHALL BE COMPLETED BY 10/31/12.
3. DEMO WORK SHALL BE COMPLETED BY 10/31/12.	3. ALL DEMO WORK SHALL BE COMPLETED BY 10/31/12.
4. DEMO WORK SHALL BE COMPLETED BY 10/31/12.	4. ALL DEMO WORK SHALL BE COMPLETED BY 10/31/12.
5. DEMO WORK SHALL BE COMPLETED BY 10/31/12.	5. ALL DEMO WORK SHALL BE COMPLETED BY 10/31/12.
6. DEMO WORK SHALL BE COMPLETED BY 10/31/12.	6. ALL DEMO WORK SHALL BE COMPLETED BY 10/31/12.
7. DEMO WORK SHALL BE COMPLETED BY 10/31/12.	7. ALL DEMO WORK SHALL BE COMPLETED BY 10/31/12.
8. DEMO WORK SHALL BE COMPLETED BY 10/31/12.	8. ALL DEMO WORK SHALL BE COMPLETED BY 10/31/12.
9. DEMO WORK SHALL BE COMPLETED BY 10/31/12.	9. ALL DEMO WORK SHALL BE COMPLETED BY 10/31/12.
10. DEMO WORK SHALL BE COMPLETED BY 10/31/12.	10. ALL DEMO WORK SHALL BE COMPLETED BY 10/31/12.

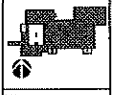
KEYNOTES
0101: DEMO EXISTING CONCRETE FLOOR
0102: DEMO EXISTING CONCRETE FLOOR
0103: DEMO EXISTING CONCRETE FLOOR
0104: DEMO EXISTING CONCRETE FLOOR
0105: DEMO EXISTING CONCRETE FLOOR
0106: DEMO EXISTING CONCRETE FLOOR
0107: DEMO EXISTING CONCRETE FLOOR
0108: DEMO EXISTING CONCRETE FLOOR
0109: DEMO EXISTING CONCRETE FLOOR
0110: DEMO EXISTING CONCRETE FLOOR
0111: DEMO EXISTING CONCRETE FLOOR
0112: DEMO EXISTING CONCRETE FLOOR
0113: DEMO EXISTING CONCRETE FLOOR
0114: DEMO EXISTING CONCRETE FLOOR
0115: DEMO EXISTING CONCRETE FLOOR
0116: DEMO EXISTING CONCRETE FLOOR
0117: DEMO EXISTING CONCRETE FLOOR
0118: DEMO EXISTING CONCRETE FLOOR
0119: DEMO EXISTING CONCRETE FLOOR
0120: DEMO EXISTING CONCRETE FLOOR
0121: DEMO EXISTING CONCRETE FLOOR
0122: DEMO EXISTING CONCRETE FLOOR
0123: DEMO EXISTING CONCRETE FLOOR
0124: DEMO EXISTING CONCRETE FLOOR
0125: DEMO EXISTING CONCRETE FLOOR
0126: DEMO EXISTING CONCRETE FLOOR
0127: DEMO EXISTING CONCRETE FLOOR
0128: DEMO EXISTING CONCRETE FLOOR



NOT FOR CONSTRUCTION

Phase 1

EMERALD COAST CONVENTION CENTER
PROPOSAL INTERIOR-EXTERIOR UPGRADES
1500 MIRACLE STRIP PARKWAY
FORT WALTON BEACH, FL 32548



No.	Description	Date

ARCHITECTURE
SITE PLAN

Project No.	17822
Date	12/12/11
Sheet	
Scale	

A100

Rev. 12/12/11

GENERAL DEMO NOTES

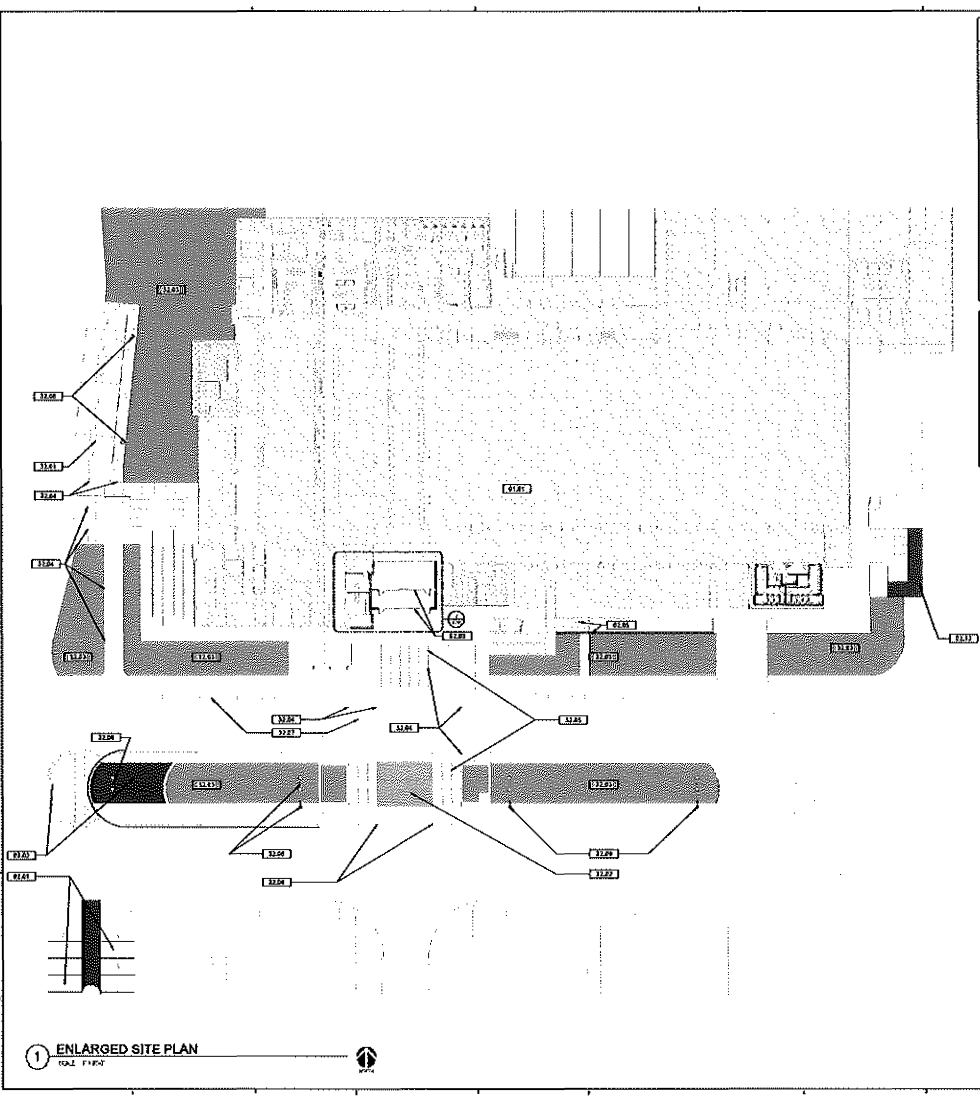
1. DEMO WORK SHALL BE ACCORDING TO THE DEMO PLAN AND SPECIFICATIONS.
2. DEMO WORK SHALL BE ACCORDING TO THE DEMO PLAN AND SPECIFICATIONS.
3. DEMO WORK SHALL BE ACCORDING TO THE DEMO PLAN AND SPECIFICATIONS.
4. DEMO WORK SHALL BE ACCORDING TO THE DEMO PLAN AND SPECIFICATIONS.
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GENERAL NOTES

1. DEMO WORK SHALL BE ACCORDING TO THE DEMO PLAN AND SPECIFICATIONS.
2. DEMO WORK SHALL BE ACCORDING TO THE DEMO PLAN AND SPECIFICATIONS.
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9. DEMO WORK SHALL BE ACCORDING TO THE DEMO PLAN AND SPECIFICATIONS.
10. DEMO WORK SHALL BE ACCORDING TO THE DEMO PLAN AND SPECIFICATIONS.

KEYNOTES

NO.	DESCRIPTION
1	DEMOLITION OF EXISTING CONCRETE SLAB
2	DEMOLITION OF EXISTING CONCRETE WALL
3	DEMOLITION OF EXISTING CONCRETE COLUMN
4	DEMOLITION OF EXISTING METAL DECKING
5	DEMOLITION OF EXISTING ROOFING
6	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
7	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
8	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
9	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
10	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
11	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
12	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
13	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
14	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
15	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
16	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
17	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
18	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
19	DEMOLITION OF EXISTING INTERIOR PARTITION WALL
20	DEMOLITION OF EXISTING INTERIOR PARTITION WALL



NOT FOR CONSTRUCTION

Phase 1

EMERALD COAST CONVENTION CENTER
 PROPOSAL INTERIOR-EXTERIOR UPGRADES
 1550 MIRACLE STRIP PARKWAY SE
 FORT WALTON BEACH, FL 32546



NO.	DESCRIPTION	DATE

ENLARGED SITE PLAN

Author	11/17/18
Drawn	1/14/19
Check	1/14/19
Scale	As Shown
Sheet	A101

A101

1 ENLARGED SITE PLAN
 SCALE: 1/8"=1'-0"

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

**CONTRACT#: C18-2638-TDD
DAG ARCHITECTS, INC.
ENGINEERING & ARCHITECTURAL CONSULTING SVS
EXPIRES: 10/03/20**


TASK ORDER #: 7

TASK ORDER AMOUNT: \$ 11,520.00

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.
FIRM'S NAME

CHARLIE W. CLARY III FAIA
REPRESENTATIVE'S PRINTED NAME


SIGNATURE

PRINCIPAL
TITLE


2/19/19
DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

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

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

AL
2/19/19
0002/05/19


SIGNATURE


~~PURCHASING DIRECTOR~~ *Manager*

Director
TITLE

03/07/2019
DATE

3/5/2019
DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

February 14, 2019



Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

RE: Okaloosa TDC—Task Order No. 7 – Visitor Center and Beasley Park As-Built Surveys

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely,
A handwritten signature in black ink that reads 'Charlie W. Clary III'.

Charlie W. Clary III, FAIA
Principal
DAG Architects Inc.

DAG architects

AA-C000745

1223 airport road

destin, florida

32541

P 850.837.8152

www.dagarchitects.com

AS-BUILT SURVEYS

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide as-built surveys for the Visitor Center and Beasley Park.

1. As-Built Surveys

A. \$7,080: Visitor Center Site

- a. Prepare comprehensive As Built Survey, including all structures, visible utilities and including topography, landscaping area, parking lighting, elevations on all storm and sanitary structures. Survey Highway 98 from the east bound edge of pavement to the south R/W, 200 feet either side of the existing entrance.
- b. Show the current CCCL and supporting monumentation.

B. \$4,440: Beasley Park Site

- a. Based on the work being performed in conjunction with the Visitor Center as-built survey. Prepare comprehensive As Built Survey, including all structures, visible utilities and including topography, landscaping area, parking lighting, elevations on all storm and sanitary structures. Survey Highway 98 from the east bound edge of pavement to the south R/W, 200 feet either side of the existing entrance.
- b. Show the current CCCL and supporting monumentation and the Mean High Water Line for the portion of the Visitor Center.

TOTAL FEE = \$11,520.

Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc, and additional consultant hourly rates as attached.

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 5

TASK ORDER AMOUNT: \$ 84,800

**Contract # C18-2638-TDD
DAG ARCHITECTS, INC.
ENGINEERING & ARCHITECTURAL CONSULTING, SVS
EXPIRES: 10/03/20**

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

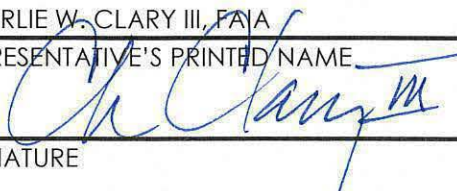
CHARLIE W. CLARY III, FAIA

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

PRINCIPAL

TITLE



5/25/18
DATE

RECOMMENDED FOR APPROVAL (Department Director)

OK AL 5/29/18
C10 05/30/18

SIGNATURE

TITLE

DATE



Director

5/30/18

COUNTY ADMINISTRATOR (if applicable)

DATE



6/1/18

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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

PURCHASING DIRECTOR

DATE



6/5/18

CHAIRMAN (if applicable)

DATE

May 25, 2018



Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
jhyde@myokaloosa.com

RE: Emerald Coast Convention Center – Restroom Renovations and Meeting Room Counters

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely

A handwritten signature in black ink, appearing to read 'Axi' or 'Gacic'.

Alex Gacic
DAG Architects Inc.

DAG architects
AA-C000745
1223 airport road
destin, florida
32541
P 850.837.8152
www.dagarchitects.com

RESTROOM RENOVATIONS

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design, permitting assistance, bidding and construction administration services to renovate 3 existing public restrooms and replace service counters in nine meeting areas.

We will consult with the County project manager and develop the necessary scope of work requirements and construction budget. The anticipated scope of design work which our proposal is based on, is as follows:

Demolition Plans

For the demolition and removal of all floor, wall and ceiling finishes; plumbing fixtures, lighting, toilet accessories, toilet partitions and service counters.

Architectural Plans

For new floor, wall and ceiling finishes; and new partitions, toilet accessories and service counters.

Plumbing Plans

For new plumbing fixtures and related piping, fittings and valves.

HVAC Plans

For new HVAC ductwork, diffusers, grills and fans as required.

Fire Protection Plans

For new fire sprinkler heads and lines as required.

Electrical Plans

For new lighting and electrical devices and circuits

Specifications

For construction administration, system and product requirements.

Work Tasks

Phase One – Verify as-built conditions and develop schematic plans and specifications.

Phase One Fee = \$13,250

Phase Two – Prepare plans and specifications for competitive bid

Phase Two Fee = \$44,250

Phase Three – Provide construction administration and close out services.

Phase Three Fee = \$25,500

Phase Four – Estimated Reimbursables

Phase Four Fee = \$1,800

TOTAL FEE = \$84,800

Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc.

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 2 revision #1

TASK ORDER AMOUNT: \$ 118,620

Contract # C18-2638-TDD
DAG ARCHITECTS, INC.
ENGINEERING & ARCHITECTURAL CONSULTING SVS
EXPIRES: 10/03/2020

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III, FAIA

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

PRINCIPAL

TITLE

4/12/18

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

OK AL 4/13/18

SIGNATURE

TITLE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

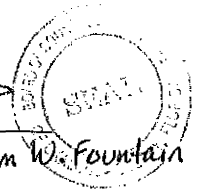
- \$50,000 or less approved by Purchasing Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

PURCHASING DIRECTOR

DATE

CHAIRMAN (if applicable)

DATE




THE HEART OF FLORIDA'S
**EMERALD
COAST**
DESTIN | FT. WALTON BEACH
OKALOOSA ISLAND

FILED
JD PEACOCK II

2018 APR -9 PM 12:30

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY
CORTEZ, FL.

TOURIST DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: April 9, 2018
TO: Finance Department
FROM: Jennifer Adams, Tourist Development Department Director 
SUBJECT: Signature Delegation

I will be out of the office April 11-13, 2018. During this time, Charlotte Dunworth is hereby designated signature authority for all Tourist Development Department documents.

~~November 29, 2017~~ April 12, 2018



Mr. ~~Greg Kisela~~ Jeff Hyde
Purchasing Director~~Manager~~
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
gkisela@co.okaloosa.fl.us

RE: Emerald Coast Conference Center – Exterior Cladding and Waterproofing Restoration
~~Investigation Services~~

Dear ~~Greg~~ Jeff:

I've attached an expanded scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely

Alex Gacic
DAG Architects Inc.

DAG architects

AA-C000745

1223 airport road

destin, florida

32541

P 850.837.8152

www.dagarchitects.com

**Emerald Coast Conference Center
Exterior Cladding and Waterproofing Restoration Investigation Services
SCOPE OF SERVICES**

Okaloosa County has requested DAG Architects Inc. to provide investigation, inspection and recommendation services for the restoration of the exterior cladding and waterproofing systems at the Emerald Coast Conference Center.



The existing cladding and waterproofing systems are failing and need to be investigated to determine what the County's options are for needed restorations.

The scope of work will include:

- Review of all information and data available, determine and identify the areas needing attention.
- Perform inspections of the exterior building envelope, focusing on cladding, walkways, windows and roofs.
- Evaluate and catalog results of inspections.
- Provide written report of findings with detailed descriptions of envelope components, possible sources of failure and water intrusions, condition of components and recommendations and options for restoration.

We will consult with the County project manager to determine the optimum scope of work and construction budget needed to complete the restoration work. Once this is established we will prepare and provide a proposal for design and construction administration tasks for the County's approval.

Phase One Fee = \$9,020.

Phase Two Fee – Estimated Reimbursables = ~~\$1,000~~ \$4,000.

Outline of Observations and Recommendations from Investigation Services

Observations:

- Failed and deteriorated sealants throughout building
- Cracked and spalled concrete
- Cracked stucco
- Leaks in stairwells
- No slope or caps on top of parapet walls
- No slope or caps on railing/border walls/ramps
- Missing sealant at decorative stucco joints
- Blistered and failing paint and coatings on walls
- Deteriorated waterproof deck coatings

Recommendations:

- Remove all paint from building using chemical paint remover to get back to clean stucco surface
- Remove and replace all existing sealants on building, add new at all penetrations where they don't currently exist
- Repair all damaged/spalled/disbonded concrete and stucco
- Install new metal caps at all parapet walls with sealant on both sides (concealed clip design)
- Install slope and waterproofing at top of railing/border wall/ramps
- Install new sealant at small stucco detail joints and at bottom inside corner of larger decorative stucco joints
- Rout and seal all cracks greater than 1/16"; pre-stripe all cracks less than 1/16"
- Install new elastomeric coatings on all vertical walls
- Paint ceilings and columns
- At horizontal decks
 - Remove the existing coatings down to clean bare concrete
 - Install new sealants on the decks
 - Install new liquid applied heavy duty pedestrian traffic waterproofing membrane

Preliminary Opinion of Construction Cost

\$700,000 Removal of all existing coatings and sealants from building surfaces
\$750,000 Install new coatings and sealants on building surfaces
\$250,000 Install new waterproof deck coatings
\$150,000 Install new metal parapet caps
\$100,000 Miscellaneous Repairs
\$1,950,000 - Total

Emerald Coast Conference Center
Exterior Cladding and Waterproofing Restoration
Design and Construction Administration Services

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design, engineering, permitting assistance, bidding and construction administration services for the complete restoration of the exterior cladding and waterproofing systems associated with Emerald Coast Convention Center on Okaloosa Island.

The anticipated scope of work which our proposal is based on is as follows:

DETAILED DESIGN AND SPECIFICATIONS

- Develop a comprehensive scope of work to include the restoration of the exterior cladding, and waterproofing systems of the building. The scope of work shall include repairs to the waterproofing and cladding systems.
- Develop a project manual to include the scope of work as well as administrative and technical specifications for each component of the project. The project manual shall include bidding requirements, a sample contract, submittal requirements, progress meeting requirements, payment application requirements, and specifications for all products to be used. All documents and specifications requiring an engineering seal and signature shall be provided on Engineer's title block and/or letterhead.
- Develop a compilation of waterproofing and repair details, and provide final working drawings and documents necessary to complete a restoration of the exterior cladding, and waterproofing systems. The restoration documents shall be submitted for review prior to finalization of the documents.
- Assist the County in prequalifying construction contractors, soliciting competitive bids and verifying that the proposed work is in conformance with the engineered drawings and specifications. After tabulating the bids we will provide a written summary of the results and a recommendation to the County for contract award.

PRE-CONSTRUCTION MANAGEMENT

- Review of Contractors' Schedules, Submittals, Shop Drawings, and Insurance Certificates.
- Advise Owner if contractors' documents meet or do not meet the requirements specified under the Construction Documents.
- Conduct a pre-construction conference with the approved prime contractor, sub-contractors, material manufacturer representatives and Owner representatives. Topics to be discussed during the course of this meeting shall include, but are not limited to the following:
 - Review of executed Contracts and Scope of Work.
 - Review of Contractor's Schedules, Shop Drawings, Insurance Certificates, Bond and Commencement Data.
 - Establish proper chain of command protocols and inspection procedures.
 - Establish time for progress meetings and location.
 - Establishment of safety rules and legal issues.
 - Review of all required permits from governmental entities to determine that Project is appropriately permitted.

- o Minutes of this meeting shall be recorded, transmitted and become part of the contract documents. All submittals shall be reviewed for compliance with industry standards and the contract documents.

CONSTRUCTION SERVICES

- During construction Architect/Engineer shall provide construction management services that include observation of work, answering contractor questions, enforcing the technical specifications and providing written progress reports to the Owner, complete with photographs.
- During construction, Architect/Engineer shall assign a 'Construction Manager' to conduct onsite construction observations an average of twenty (20) hours per week (Monday - Friday) for an estimated duration of eighteen (18) weeks. For the sake of this proposal, a "Construction Manager" shall be defined as a professional engineer licensed in the State of Florida, a licensed trade professional and/or an individual certified in the application and testing of waterproofing systems. As progress of the work performed by the contractor varies from day-to-day, the demand for an onsite construction manager shall vary accordingly. The construction observation schedule shall be reviewed and agreed upon by Architect/Engineer and the contractor on a weekly basis. The following tasks shall be included with the Construction Managers Scope of Work:
 - o Construction Manager shall review the materials to be utilized on the job to ensure compliance with specifications detailed in the construction documents.
 - o Construction Manager shall conduct observations of work-in-progress on each date in which significant work is to be performed at the job site to determine if the work observed is in compliance with Construction Documents. Observation reports shall be developed and shall include, but not be limited to the following information:
 - Date of the inspection and the hours the crewmen worked.
 - Areas of work performed and items of work performed.
 - Weather conditions and 24-Hour forecast.
 - Number of crewmen onsite and sub-contractors.
 - Notification of individuals who were onsite, such as material representatives or building inspectors.
 - o If authorized by Owner, or if required because of changes in the Project, Architect/Engineer shall furnish services in addition to those set forth above for an additional hourly fee in accordance with Task Order Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc
 - o Architect/Engineer does not supervise or direct the contractor's means, methods or techniques, nor does Architect/Engineer take responsibility for the contractor's scheduling, safety practices and/or precautions.
- During construction, Architect/Engineer shall assign a Project Engineer for an average of ten (10) hours per week (Monday – Friday) for an estimated duration of eighteen (18) weeks. For the sake of this proposal, a "Project Engineer" shall be defined as a professional engineer licensed in the State of Florida experienced in the design and management of waterproofing and restoration projects. The following items shall be included with the Project Engineers Scope of Work:
 - o Once per week, at a time and location designated by the Owner representatives, Project Engineer shall conduct a progress review meeting during which the Project Engineer, Construction Manager, General Contractor, Owner and all other appropriate subcontractors shall be in attendance. The

purpose of these meetings is to discuss the Project's design intent, review Project progress, review specific details and discuss installation and sequencing of various elements of the Project. It shall be the responsibility of the general contractor to provide minutes of the meeting. Project Engineer shall notify Owner in advance of the time and date of the meetings, although Owner is not required to attend the meetings.

- Project Engineer shall review Contractors' Schedules, Submittals, Shop Drawings, and Insurance Certificates.
- Project Engineer shall advise Owner if contractors' documents meet the requirements specified under the Construction Documents.
- Project Engineer shall review the general contractor's applications and certificates of payment, as well as accompanying contractor's affidavit. Project Engineer shall, in its review of each affidavit, determine its accuracy and compliance with the terms of the prime contractor's contract with Owner and then provide these documents to the Owner with a recommended course of action.
- Project Engineer shall review and respond to all requests for information or clarification as to the construction documents, specifications and drawings.
- Project Engineer shall review all requests for change orders and then provide these documents to the Owner with the recommended course of action, including the identification of costs or savings associated with the change order.
- Should laboratory testing or other testing during the course of construction be necessary, Project Engineer shall advise the Owner of the required testing with the estimated cost of the testing and recommendation regarding the testing. Upon approval by Owner, Project Engineer shall arrange for the testing and arrange delivery of testing or inspection reports to Owner.
- If authorized by Owner, or if required because of changes in the Project, Project Engineer shall furnish services in addition to those set forth above for an additional hourly fee in accordance with Task Order Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc.

POST-CONSTRUCTION SERVICES

- Following completion of construction, Architect/Engineer shall prepare and execute a Certificate of Substantial Completion. Project Engineer, along with Owner's representative, shall perform a contract, compliance punch list at the substantial completion period and issue an EJCDC C-625 Certificate of Substantial Completion. Architect/Engineer shall submit the executed Certificate to the Owner and contractor. Project Engineer and the contractor shall coordinate the correction and completion of Project work, including punch list items. Following an issuance of a Certificate of Substantial Completion of work or a designated portion thereof, Architect/Engineer shall evaluate the completion of work of the contract between the contractor and Owner. Architect/Engineer shall conduct final inspections.
- Following completion of construction, Project Engineer shall obtain from the contractor and forward to the Owner the following information received from the contractor:
 - Certificates of insurance received from the contractor;
 - Consent of surety or sureties to reduction and a partial release of retainage or the making of a final payment;

- Affidavits, receipts, releases and waivers of liens and bonds indemnifying the Owner against liens;
- Any other documentation required of the contractor under the contract documents including warranties, maintenance manuals and similar materials.
- Following completion of construction, Architect/Engineer shall deliver to the Owner all manuals, record drawings and maintenance documents. Project Engineer shall prepare a final Project Application for Payment and Project Certificate of Payment or Final Application for Payment and Final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract documents.

Items EXCLUDED from this Scope of Work include, but are not limited to:

- Developing engineering solutions for damaged building components and other structures that may have been previously obscured by coverings such as asphalt, stucco, roofing, siding, trim, tile, pavers or other protective coatings.
- Additional services that are not specifically included within the Scope of Work outlined above.

Work Tasks

Phase Three – Detailed Design and Specifications = \$11,840

Phase Four – Preconstruction Services = \$7,760

Phase Five – Construction Services = \$75,120

Phase Six – Post-Construction Services = \$10,880

TOTAL FEE = ~~\$10,020~~ \$118,620

* Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2018

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

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

PRODUCER: USI Insurance Services, LLC
INSURED: DAG Architects, Inc.
RECEIVED stamp: MAY 16 2018 BY: P. R. C. H.
CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.
Okaloosa County is named as an additional insured on all policies listed above except the workers compensation and professional liability as required by written contract including completed and ongoing operations on per project basis, coverage is primary and non contributory. Waiver of subrogation in favor of the additional insured applies to all policies listed above as required by written contract. Thirty (30) (See Attached Descriptions)

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

DESCRIPTIONS (Continued from Page 1)

days prior written notice of cancellation except 10 days for non payment of premium will be given on all policies listed above

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 4


TASK ORDER AMOUNT: \$ 57,585

Contract # C18-2638-TDD
DAG ARCHITECTS INC.
ENGINEERING & ARCHITECTURAL CONSULTING SVS
EXPIRES: 10/03/2020

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.
FIRM'S NAME

CHARLIE W. CLARY III, FAIA
REPRESENTATIVE'S PRINTED NAME


SIGNATURE

PRINCIPAL
TITLE

5/2/18
DATE

RECOMMENDED FOR APPROVAL (Department Director)


SIGNATURE

Director
TITLE

5/3/18
DATE


COUNTY ADMINISTRATOR (if applicable)

5/11/18
DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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


PURCHASING DIRECTOR

5/7/18
DATE

CHAIRMAN (if applicable)

DATE

CD 05/03/18
AL 5/3/18

April 25, 2018



Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
Jhyde@myokaloosa.com

RE: Emerald Coast Convention Center – Security Office Remodeling and New Security System,
Audio-Visual System, and Electronic Safety and Security Systems for Convention Center and
Welcome Center

Dear Jeffrey:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely

A handwritten signature in black ink, appearing to read 'Alex Gacic', with a stylized flourish at the end.

Alex Gacic
DAG Architects Inc.

DAG architects
AA-C000745
1223 alrport road
destin, florida
32541
P 850.837.8152
www.dagarchitects.com

**Security Office Remodeling and New Security System, Audio-Visual System,
and Electronic Safety and Security Systems for Convention Center and Welcome Center**

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design, permitting assistance, bidding and construction administration services to remodel and expand the existing security office and provide a new security system, a new audio-visual system, and new electronic safety and security systems for the Convention Center and Welcome Center.

We will consult with the County project manager and develop the necessary scope of work requirements and construction budget. The anticipated scope of design work which our proposal is based on is as follows:

Security Office

Expand the existing security office into the adjacent corridor space to the west. Provide construction documents to address demolition, new walls and ceilings, HVAC and fire sprinkler adjustments, and power, lighting and data com changes.

Audio-Visual Systems

Scheduling Panel (Kiosk) Systems: A complete Scheduling Panel system design and specification will be provided as indicated in scope and based on owner's technical representative's feedback. Design will include all necessary touchscreens, LAN switches, transceivers, streaming content servers, cabling, faceplates, interfaces, power supplies; specifications will require contractor to provide, develop, and program content software, hardware, and all other required appurtenances, installation, testing, training and warranties.

Electronic Safety and Security (ESS) Systems

A new security system to monitor all access points, room spaces, terraces and docks.
Camera Surveillance System (CCTV): A complete camera surveillance systems design and specification will be provided as indicated in scope and based on owner's technical representative's feedback. Design will include all necessary cameras, monitoring hardware, cabling infrastructure, pathways, and coordination with backup power; specifications will include contractor qualifications, training, As-Built documentation, training, and overall system warranty.
Access Control System (ACS): A complete access control system design and specification will be provided as indicated in scope and based on owner's technical representative's feedback. Design will include all necessary access control readers, door interfaces, cabling infrastructure, pathways, and coordination with backup power; specifications will include contractor qualifications, training, As-Built documentation training, and overall system warranty.

Further Scope Development of Technology Systems: Additional scope development will be provided to assist the County in budgeting future technology system additions and upgrades for FY19. Based on Operation Manager's feedback, a rough order of magnitude (ROM) cost with systems summary will be provided.

Emerald Coast Convention Center - Security Office Remodeling and
New Security System, Audio-Visual System,
and Electronic Safety and Security Systems for Convention Center and Welcome Center
April 25, 2018
Page 3 of 3

All Technology efforts will be done under the direct supervision of a Professional Engineer (PE), Registered Communications Distribution Designer (RCDD) and Certified Technology Specialist (CTS).

Work Tasks

Phase One – Verify as-built conditions and develop schematic plans
Phase One Fee = \$9,135

Phase Two – Prepare plans and specifications for competitive bid
Phase Two Fee = \$35,750

Phase Three – Provide construction administration and close out services.
Phase Three Fee = \$10,900

Phase Four – Estimated Reimbursables
Phase Four Fee = \$1,800

TOTAL FEE = \$57,585

Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc.

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

Contract # C18-2638-TDD
DAG ARCHITECTS, INC.
ENGINEERING & ARCHITECTURAL CONSULTING SVS
EXPIRES: 10/03/2020

TASK ORDER #: 2 revision #1

TASK ORDER AMOUNT: \$ 118,620

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III, FAIA

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

PRINCIPAL

TITLE

4/12/18

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

OK AL 4/13/18

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

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

SIGNATURE

TITLE

DATE

C. Schwartz for J. Adams

DATE

PURCHASING DIRECTOR

DATE

CHAIRMAN (if applicable)

DATE

THE HEART OF FLORIDA'S
**EMERALD
COAST**


DESTIN | FT. WALTON BEACH
OKALOOSA ISLAND

FILED
JD PEACOCK II

2018 APR -9 PM 12:30

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY
GREAT BAYVIEW, FL.

TOURIST DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: April 9, 2018
TO: Finance Department
FROM: Jennifer Adams, Tourist Development Department Director 
SUBJECT: Signature Delegation

I will be out of the office April 11-13, 2018. During this time, Charlotte Dunworth is hereby designated signature authority for all Tourist Development Department documents.

~~November 29, 2017~~ April 12, 2018



Mr. ~~Greg Kisela~~ Jeff Hyde
Purchasing ~~Director~~ Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
[gkisela@co.okaloosa.fl.us](mailto:jkisela@co.okaloosa.fl.us)

RE: Emerald Coast Conference Center – Exterior Cladding and Waterproofing Restoration
~~Investigation Services~~

Dear ~~Greg~~ Jeff:

I've attached an expanded scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely

Alex Gacic
DAG Architects Inc.

DAG architects

AA-C000745

1223 airport road

destin, florida

32541

P 850.837.8152

www.dagarchitects.com

**Emerald Coast Conference Center
Exterior Cladding and Waterproofing Restoration Investigation Services
SCOPE OF SERVICES**

Okaloosa County has requested DAG Architects Inc. to provide investigation, inspection and recommendation services for the restoration of the exterior cladding and waterproofing systems at the Emerald Coast Conference Center.



The existing cladding and waterproofing systems are failing and need to be investigated to determine what the County's options are for needed restorations.

The scope of work will include:

- Review of all information and data available, determine and identify the areas needing attention.
- Perform inspections of the exterior building envelope, focusing on cladding, walkways, windows and roofs.
- Evaluate and catalog results of inspections.
- Provide written report of findings with detailed descriptions of envelope components, possible sources of failure and water intrusions, condition of components and recommendations and options for restoration.

We will consult with the County project manager to determine the optimum scope of work and construction budget needed to complete the restoration work. Once this is established we will prepare and provide a proposal for design and construction administration tasks for the County's approval.

Phase One Fee = \$9,020.

Phase Two Fee – Estimated Reimbursables = ~~\$1,000~~ \$4,000.

Outline of Observations and Recommendations from Investigation Services

Observations:

- Failed and deteriorated sealants throughout building
- Cracked and spalled concrete
- Cracked stucco
- Leaks in stairwells
- No slope or caps on top of parapet walls
- No slope or caps on railing/border walls/ramps
- Missing sealant at decorative stucco joints
- Blistered and falling paint and coatings on walls
- Deteriorated waterproof deck coatings

Recommendations:

- Remove all paint from building using chemical paint remover to get back to clean stucco surface
- Remove and replace all existing sealants on building, add new at all penetrations where they don't currently exist
- Repair all damaged/spalled/disbonded concrete and stucco
- Install new metal caps at all parapet walls with sealant on both sides (concealed clip design)
- Install slope and waterproofing at top of railing/border wall/ramps
- Install new sealant at small stucco detail joints and at bottom inside corner of larger decorative stucco joints
- Rout and seal all cracks greater than 1/16"; pre-stripe all cracks less than 1/16"
- Install new elastomeric coatings on all vertical walls
- Paint ceilings and columns
- At horizontal decks
 - Remove the existing coatings down to clean bare concrete
 - Install new sealants on the decks
 - Install new liquid applied heavy duty pedestrian traffic waterproofing membrane

Preliminary Opinion of Construction Cost

\$700,000 Removal of all existing coatings and sealants from building surfaces
\$750,000 Install new coatings and sealants on building surfaces
\$250,000 Install new waterproof deck coatings
\$150,000 Install new metal parapet caps
\$100,000 Miscellaneous Repairs
\$1,950,000 - Total

Emerald Coast Conference Center
Exterior Cladding and Waterproofing Restoration
Design and Construction Administration Services

SCOPE OF SERVICES

Okaloosa County has requested DAG Architects Inc. to provide design, engineering, permitting assistance, bidding and construction administration services for the complete restoration of the exterior cladding and waterproofing systems associated with Emerald Coast Convention Center on Okaloosa Island.

The anticipated scope of work which our proposal is based on is as follows:

DETAILED DESIGN AND SPECIFICATIONS

- Develop a comprehensive scope of work to include the restoration of the exterior cladding, and waterproofing systems of the building. The scope of work shall include repairs to the waterproofing and cladding systems.
- Develop a project manual to include the scope of work as well as administrative and technical specifications for each component of the project. The project manual shall include bidding requirements, a sample contract, submittal requirements, progress meeting requirements, payment application requirements, and specifications for all products to be used. All documents and specifications requiring an engineering seal and signature shall be provided on Engineer's title block and/or letterhead.
- Develop a compilation of waterproofing and repair details, and provide final working drawings and documents necessary to complete a restoration of the exterior cladding, and waterproofing systems. The restoration documents shall be submitted for review prior to finalization of the documents.
- Assist the County in prequalifying construction contractors, soliciting competitive bids and verifying that the proposed work is in conformance with the engineered drawings and specifications. After tabulating the bids we will provide a written summary of the results and a recommendation to the County for contract award.

PRE-CONSTRUCTION MANAGEMENT

- Review of Contractors' Schedules, Submittals, Shop Drawings, and Insurance Certificates.
- Advise Owner if contractors' documents meet or do not meet the requirements specified under the Construction Documents.
- Conduct a pre-construction conference with the approved prime contractor, sub-contractors, material manufacturer representatives and Owner representatives. Topics to be discussed during the course of this meeting shall include, but are not limited to the following:
 - Review of executed Contracts and Scope of Work.
 - Review of Contractor's Schedules, Shop Drawings, Insurance Certificates, Bond and Commencement Data.
 - Establish proper chain of command protocols and inspection procedures.
 - Establish time for progress meetings and location.
 - Establishment of safety rules and legal issues.
 - Review of all required permits from governmental entities to determine that Project is appropriately permitted.

- Minutes of this meeting shall be recorded, transmitted and become part of the contract documents. All submittals shall be reviewed for compliance with industry standards and the contract documents.

CONSTRUCTION SERVICES

- During construction Architect/Engineer shall provide construction management services that include observation of work, answering contractor questions, enforcing the technical specifications and providing written progress reports to the Owner, complete with photographs.
- During construction, Architect/Engineer shall assign a 'Construction Manager' to conduct onsite construction observations an average of twenty (20) hours per week (Monday - Friday) for an estimated duration of eighteen (18) weeks. For the sake of this proposal, a "Construction Manager" shall be defined as a professional engineer licensed in the State of Florida, a licensed trade professional and/or an individual certified in the application and testing of waterproofing systems. As progress of the work performed by the contractor varies from day-to-day, the demand for an onsite construction manager shall vary accordingly. The construction observation schedule shall be reviewed and agreed upon by Architect/Engineer and the contractor on a weekly basis. The following tasks shall be included with the Construction Managers Scope of Work:
 - Construction Manager shall review the materials to be utilized on the job to ensure compliance with specifications detailed in the construction documents.
 - Construction Manager shall conduct observations of work-in-progress on each date in which significant work is to be performed at the job site to determine if the work observed is in compliance with Construction Documents. Observation reports shall be developed and shall include, but not be limited to the following information:
 - Date of the inspection and the hours the crewmen worked.
 - Areas of work performed and items of work performed.
 - Weather conditions and 24-Hour forecast.
 - Number of crewmen onsite and sub-contractors.
 - Notification of individuals who were onsite, such as material representatives or building inspectors.
 - If authorized by Owner, or if required because of changes in the Project, Architect/Engineer shall furnish services in addition to those set forth above for an additional hourly fee in accordance with Task Order Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc
 - Architect/Engineer does not supervise or direct the contractor's means, methods or techniques, nor does Architect/Engineer take responsibility for the contractor's scheduling, safety practices and/or precautions.
- During construction, Architect/Engineer shall assign a Project Engineer for an average of ten (10) hours per week (Monday – Friday) for an estimated duration of eighteen (18) weeks. For the sake of this proposal, a "Project Engineer" shall be defined as a professional engineer licensed in the State of Florida experienced in the design and management of waterproofing and restoration projects. The following items shall be included with the Project Engineers Scope of Work:
 - Once per week, at a time and location designated by the Owner representatives, Project Engineer shall conduct a progress review meeting during which the Project Engineer, Construction Manager, General Contractor, Owner and all other appropriate subcontractors shall be in attendance. The

purpose of these meetings is to discuss the Project's design intent, review Project progress, review specific details and discuss installation and sequencing of various elements of the Project. It shall be the responsibility of the general contractor to provide minutes of the meeting. Project Engineer shall notify Owner in advance of the time and date of the meetings, although Owner is not required to attend the meetings.

- Project Engineer shall review Contractors' Schedules, Submittals, Shop Drawings, and Insurance Certificates.
- Project Engineer shall advise Owner if contractors' documents meet the requirements specified under the Construction Documents.
- Project Engineer shall review the general contractor's applications and certificates of payment, as well as accompanying contractor's affidavit. Project Engineer shall, in its review of each affidavit, determine its accuracy and compliance with the terms of the prime contractor's contract with Owner and then provide these documents to the Owner with a recommended course of action.
- Project Engineer shall review and respond to all requests for information or clarification as to the construction documents, specifications and drawings.
- Project Engineer shall review all requests for change orders and then provide these documents to the Owner with the recommended course of action, including the identification of costs or savings associated with the change order.
- Should laboratory testing or other testing during the course of construction be necessary, Project Engineer shall advise the Owner of the required testing with the estimated cost of the testing and recommendation regarding the testing. Upon approval by Owner, Project Engineer shall arrange for the testing and arrange delivery of testing or inspection reports to Owner.
- If authorized by Owner, or if required because of changes in the Project, Project Engineer shall furnish services in addition to those set forth above for an additional hourly fee in accordance with Task Order Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc.

POST-CONSTRUCTION SERVICES

- Following completion of construction, Architect/Engineer shall prepare and execute a Certificate of Substantial Completion. Project Engineer, along with Owner's representative, shall perform a contract, compliance punch list at the substantial completion period and issue an EJDC C-625 Certificate of Substantial Completion. Architect/Engineer shall submit the executed Certificate to the Owner and contractor. Project Engineer and the contractor shall coordinate the correction and completion of Project work, including punch list items. Following an issuance of a Certificate of Substantial Completion of work or a designated portion thereof, Architect/Engineer shall evaluate the completion of work of the contract between the contractor and Owner. Architect/Engineer shall conduct final inspections.
- Following completion of construction, Project Engineer shall obtain from the contractor and forward to the Owner the following information received from the contractor:
 - Certificates of insurance received from the contractor;
 - Consent of surety or sureties to reduction and a partial release of retainage or the making of a final payment;

- Affidavits, receipts, releases and waivers of liens and bonds indemnifying the Owner against liens;
- Any other documentation required of the contractor under the contract documents including warranties, maintenance manuals and similar materials.
- Following completion of construction, Architect/Engineer shall deliver to the Owner all manuals, record drawings and maintenance documents. Project Engineer shall prepare a final Project Application for Payment and Project Certificate of Payment or Final Application for Payment and Final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract documents.

Items EXCLUDED from this Scope of Work include, but are not limited to:

- Developing engineering solutions for damaged building components and other structures that may have been previously obscured by coverings such as asphalt, stucco, roofing, siding, trim, tile, pavers or other protective coatings.
- Additional services that are not specifically included within the Scope of Work outlined above.

Work Tasks

Phase Three – Detailed Design and Specifications = \$11,840

Phase Four – Preconstruction Services = \$7,760

Phase Five – Construction Services = \$75,120

Phase Six – Post-Construction Services = \$10,880

TOTAL FEE = ~~\$10,020~~ \$118,620

* Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc.

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 3

TASK ORDER AMOUNT: \$ 32,200

Contract # C18-2638-TDD
DAG ARCHITECTS, INC.
ENGINEERING & ARCHITECTURAL CONSULTING SVS
EXPIRES: 10/03/2020

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III FAIA

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

PRINCIPAL

TITLE



1/10/18
DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

SIGNATURE

TITLE

DATE



Director

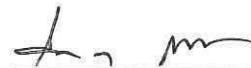
1/11/18

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

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

PURCHASING DIRECTOR

DATE



1/11/18

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

December 27, 2017



Mr. Greg Kisela
Purchasing Director
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
gkisela@co.okaloosa.fl.us

RE: Emerald Coast Conference Center – Parking Garage Dry Pipe Fire Sprinkler, Waste
and Water Piping Replacement

CONTRACT: C18-2638-TDD Task Order #3 Proposal

Dear Greg:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely

Alex Gacic
DAG Architects Inc.

DAG architects

AA-C000745

1223 airport road

destin, florida

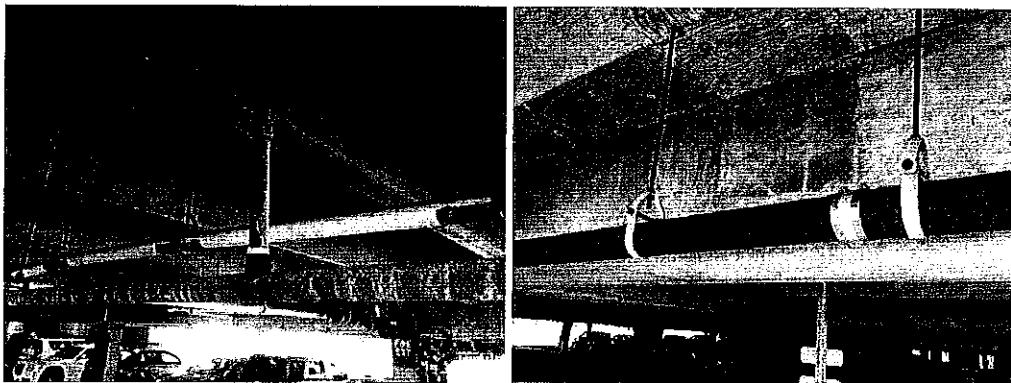
32541

P 850.837.8152

www.dagarchitects.com

**Emerald Coast Conference Center
Parking Garage Dry Pipe Fire Sprinkler, Waste and Water Piping Replacement
SCOPE OF SERVICES**

Okaloosa County has requested DAG Architects Inc. to provide design, permitting assistance, bidding and construction administration services to replace the deteriorated Emerald Coast Conference Center Parking Garage Dry Pipe Fire Sprinklers and Waste and Water Piping.



The observed existing exposed Parking Garage Dry Pipe Fire Sprinklers, Waste and Water Piping, support and fittings have corroded and are failing and needs to be replaced.

We will consult with the County project manager and develop the necessary scope of work. We assume a construction budget may exceed \$100,000 which will require competitive sealed bids per Section 13 of the County's Purchasing Manual. Okaloosa County will be responsible for all fees associated with governing agency plan reviews, applications, and permits.

Work Tasks

Phase One - Verify as-built conditions and determine repair and replacement requirements.

Phase One Fee = \$2,500

Phase Two - Prepare plans and specifications for competitive bid.

Phase Two Fee = \$22,050

Phase Three - Provide construction administration and close out services.

Phase Three Fee = \$6,250

Phase Four - Estimated Reimbursables

Phase Four Fee = \$1,400

TOTAL FEE = \$32,200

* Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc.

C18-2638-TDD

Client#: 1049223

DAGARC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/05/2018

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

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

Table with PRODUCER (USI Insurance Services, LLC) and INSURED (DAG Architects, Inc.) information, including contact details and insurer list (INSURER A-E).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing coverages (A, B, C, D) with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability coverage is written on a claims-made basis. Okaloosa County is named as an additional insured on all policies listed above except the workers compensation and professional liability as required by written contract including completed and ongoing operations on per project basis, coverage is primary and non contributory. Waiver of subrogation in favor of the additional insured applies to all policies listed above as required by written contract. Thirty (30) (See Attached Descriptions)

CERTIFICATE HOLDER (Okaloosa County) and CANCELLATION information (Contract # C18-2638-TDD, DAG ARCHITECTS, INC., ENGINEERING & ARCHITECTURAL CONSULTING SERVICES, EXPIRES: 10/03/2020 W/2 1 YR RENEWALS).

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 2

TASK ORDER AMOUNT: \$ 10,020

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME


CHARLIE W. CLARY III, FAIA

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

PRINCIPAL

TITLE



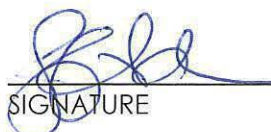
12/5/17
DATE

RECOMMENDED FOR APPROVAL (Department Director)

SIGNATURE

TITLE

DATE



Director

12/8/17

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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

PURCHASING DIRECTOR

DATE



12/11/17

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

November 29, 2017



Mr. Greg Kisela
Purchasing Director
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
gkisela@co.okaloosa.fl.us

RE: Emerald Coast Conference Center – Exterior Cladding and Waterproofing Restoration
Investigation Services

Dear Greg:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely

Alex Gacic
DAG Architects Inc.

DAG architects
AA-C000745
1223 airport road
destin, florida
32541
P 850.837.8152
www.dagarchitects.com

**Emerald Coast Conference Center
Exterior Cladding and Waterproofing Restoration Investigation Services
SCOPE OF SERVICES**

Okaloosa County has requested DAG Architects Inc. to provide investigation, inspection and recommendation services for the restoration of the exterior cladding and waterproofing systems at the Emerald Coast Conference Center.



The existing cladding and waterproofing systems are failing and need to be investigated to determine what the County's options are for needed restorations.

The scope of work will include:

- Review of all information and data available, determine and identify the areas needing attention.
- Perform inspections of the exterior building envelope, focusing on cladding, walkways, windows and roofs.
- Evaluate and catalog results of inspections.
- Provide written report of findings with detailed descriptions of envelope components, possible sources of failure and water intrusions, condition of components and recommendations and options for restoration.

We will consult with the County project manager to determine the optimum scope of work and construction budget needed to complete the restoration work. Once this is established we will prepare and provide a proposal for design and construction administration tasks for the County's approval.

Phase One Fee = \$9,020.

Phase Two Fee – Estimated Reimbursables = \$1,000.

TOTAL FEE = \$10,020

*** Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc.**

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2638-TDD

TASK ORDER #: 1

TASK ORDER AMOUNT: \$ 11,000

OFFERED BY CONSULTANT:

DAG ARCHITECTS INC.

FIRM'S NAME

CHARLIE W. CLARY III, FAIA

REPRESENTATIVE'S PRINTED NAME


SIGNATURE

PRINCIPAL

TITLE

11/29/17
DATE

RECOMMENDED FOR APPROVAL (Department Director)


SIGNATURE

Director
TITLE

11/30/17
DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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


PURCHASING DIRECTOR

12/1/17
DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

November 28, 2017



Mr. Greg Kisela
Purchasing Director
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
850-689-5960
gkisela@co.okaloosa.fl.us

RE: Emerald Coast Conference Center – South Stair Structural Repairs

Dear Greg:

I've attached a scope of services for the above referenced project.

Please let me know if you any questions or need additional information.

Thank you for your time and consideration.

Sincerely

Alex Gacic
DAG Architects Inc.

DAG architects

AA-C000745

1223 airport road

destin, florida

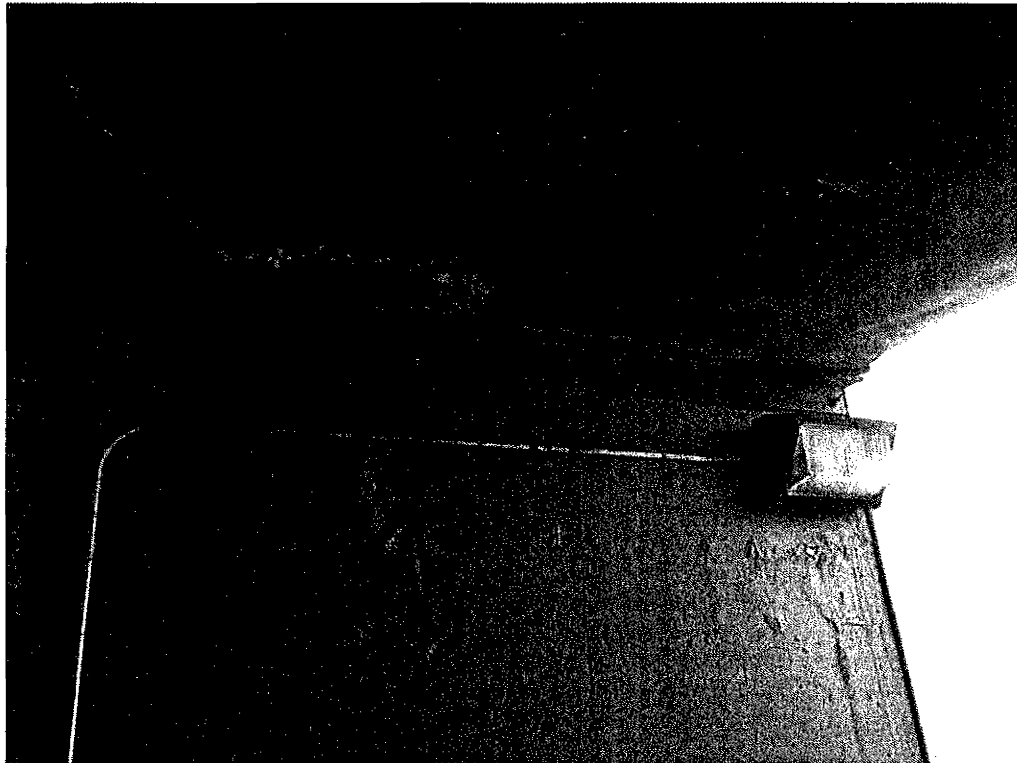
32541

P 850.837.8152

www.dagarchitects.com

**Emerald Coast Conference Center – South Stair Structural Repairs
SCOPE OF SERVICES**

Okaloosa County has requested DAG Architects Inc. to provide design, permitting assistance, bidding and construction administration services to repair the deteriorated Emerald Coast Conference Center South Stair Structural support.



The observed existing exposed support for the connection of the south stairway landing to the cantilever deck has corroded and is failing.

We will consult with the County project manager and develop the necessary scope of work. We assume a construction budget not to exceed \$50,000 which will require 3 written quotes per Section 12 of the County's Purchasing Manual. Okaloosa County will be responsible for all fees associated with governing agency plan reviews, applications, and permits.

Design Work Tasks

Phase One – Inspection

- Review all available construction drawings and documents. Perform preliminary inspection. Gather dimensional information and other site data specific to this work.

- Perform detailed visual inspection of the deteriorated concrete at the south stairway to evaluate its condition and catalog our findings through written notes and photographs.
- Prepare written report of findings, with details and photographs, including detailed descriptions of deteriorated concrete and a summary of repair recommendations.

Phase One Fee = \$1,650.

Phase Two – Design and Document Development

- Prepare comprehensive scope of work for repair of the structural components, including repairs details, working drawings and documents necessary to complete structural repairs.
- Prepare project manual, including scope of work, administrative and technical specifications for each component of the project. The project manual will include written quotation requirements, sample contract, submittal requirements, progress meeting requirements, payment requirements, temporary conditions requirements, and specifications for all products to be used.
- Review written quotations to verify conformance with drawings and specifications.
- Prepare written summary of quotation results and provide contract award recommendations.

Phase Two Fee = \$2,050

Phase Three – Construction Management

- Project Engineer to conduct observations of work in progress for an assumed 6 visits, with attendance of preconstruction and final completion meetings.
- Project Engineer shall prepare observation reports which will include:
 - Date of inspection.
 - Areas of work performed and items of work performed
 - Weather conditions
 - Number of crewmen onsite and subcontractors
 - Notification of individuals who were onsite, such as material representatives or inspectors.

Phase Three Fee = \$5,900

Phase Four – Estimated Reimbursables = \$1,400

TOTAL FEE = \$11,000

*** Task Order in accordance with Contract for Professional Consulting Services, dated October 22, 2017 between Okaloosa County, Florida and DAG Architects Inc.**

**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

This Contract is made and entered into this 4th day of October, 2017, by and between OKALOOSA COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, located at 1250 N. Eglin Parkway, Shalimar, Florida 32579, and DAG Architects, Inc., whose principal place of business is at 1223 Airport Road, Destin, Florida 32541 (the "Consultant"), whose Federal I.D. number is 59-2073995, in connection with Okaloosa County Request for Qualifications No. RFQ TDD 63-17 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.

INCORPORATION OF DOCUMENTS

The following documents are incorporated by reference into this Contract:

1. Schedule "A"
2. Exhibit "A", Fee Schedule; and
3. Exhibit "B", Request for Qualification (RFQ) and Respondent's Acknowledgement, **RFQ TDD 63-17, Engineering Services**, date of opening July 10th, 2017, and any addendums thereto; and
4. Exhibit "C", additional Federal Requirements.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Contract shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

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 engineering & architectural 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 "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement) 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:

Charles W. Clary III, FAIA

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 "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement). 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:

John Hofstad, County Administrator

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" (Fee Schedule) 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.

5.6. In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

**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 or 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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

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 GENERAL SERVICES INSURANCE REQUIREMENTS

RESPONDENT'S INSURANCE

- 1. The Respondent 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 licensed to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts 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 Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent 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.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent 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 Respondent 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. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On- and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. 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 Respondent shall notify the County representative in writing. The Respondent 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.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractor's Liability
 - 4.) Completed Operations and Products Liability

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:

	LIMIT
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 (E&O)	\$1,000,000 (claims made)

NOTICE OF CLAIMS OR LITIGATION

The Respondent 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 Respondent'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 Respondent 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, 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 wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, evidencing all required coverage must be submitted to and approved by Okaloosa County 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. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent 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.

The County reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

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 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 shown on page one (1).

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 "C" (additional Federal Requirements). 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.

ARTICLE TWENTY EIGHT ENVIRONMENTAL 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**

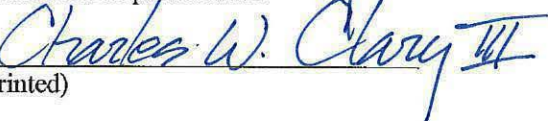
33.1 The individual signing this Contract on behalf of DAG Architects, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of DAG Architects, 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.

CONSULTANT



Authorized Representative



(Printed)

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

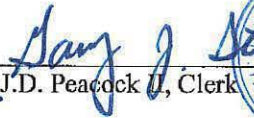


Carolyn N. Ketchel, Chairman



Date: 10 / 4 / 2017

ATTEST:



J.D. Peacock II, Clerk



Date: 10 / 04 / 2017

**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:

PAYMENT - The contract consists of fixed hourly costs for all positions required to complete projects as set forth in Exhibit "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement).

Each specific project will be negotiated relative to the number of hours required by each position to accomplish the scope of work. A task order will be executed for each specific project and engineering costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses.

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract and attached Exhibit "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement). The maximum contract sum payable by the County to Contractor for services performed under this Agreement shall not exceed \$900,000.00 for the initial three-year term of this contract, the Contractor certifies that if the cap is exceeded it is at its own risk.

Additionally, for any option to renew mutually agreed to by the parties, the maximum rate of increase to the contract price shall be either an increase of 3% of the current pricing within this agreement or an increase in accordance with the most recently published Consumer Price Index for All Urban Consumers (CPI-U) for the South, published by the U.S. Bureau of Labor Statistics, whichever is less.

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.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Exhibit "A"



DAG Hourly Billing Rates

Principals	\$200 per hour
Associate Principals	\$150 per hour
Senior Architects	\$135 per hour
Project Managers	\$125 per hour
Senior Architectural Staff	\$100 per hour
Architectural Staff	\$ 75 per hour
Administrative Staff	\$ 50 per hour

DAG architects

AA-C000745

455 harrison avenue

suite b

panama city, florida

32502

P 850.387.1671

www.dagarchitects.com



ALABAMA
LOUISIANA
OKLAHOMA
TEXAS

FLORIDA

150 Azalea Drive
Suite A
Destin, FL 32541
850-650-2311

**BUILDING ENGINEERING-CONSULTANTS, INC.
2017 CORPORATE FEE SCHEDULE**

Engineering Services:

Principal Engineer	\$175.00/Hr.
Senior Project Engineer	\$150.00/Hr.
Project Engineer	\$125.00/Hr.
Engineer Associate	\$100.00/Hr.

Project Manager Services:

Principal Project Manager	\$175.00/Hr.
Senior Project Manager	\$150.00/Hr.
Project Manager	\$125.00/Hr.
Project Manager Associate	\$100.00/Hr.

Architectural Services:

Principal Architect	\$175.00/Hr.
Senior Project Architect	\$150.00/Hr.
Project Architect	\$125.00/Hr.
Architect Associate	\$100.00/Hr.
Drafting	\$ 90.00/Hr.

Other Services:

Administrative Assistant	\$ 50.00/Hr.
Thermography (Camera & Operator)	\$225.00/Hr.
Sub-Consultants & General Labor	Cost + 20%

The above schedule of fees are applicable for time expended during preparation, portal-to-portal travel, on-site, teleconferences, research, attendance at meetings and report preparation. Expert Witness services will be charged at 1.5 times the applicable scheduled fees, plus reimbursable expenses. Any services provided on weekends, holidays and/or requests with less than 2-day advanced notice will be subject to Overtime Rates (1.5 times the applicable scheduled fees).

Reimbursable Expenses:

BE-CI will coordinate and provide any field supplies and equipment necessary to perform the proposed services. Rental equipment, airfare, lodging, meals, supplies, car rentals, mileage, and meals are reimbursable expenses. Mileage will be charged from BE-CI office to and from the project. Travel in private or company owned vehicles would be charged at the prevailing rate established by the IRS (www.IRS.gov). Reimbursable expenses will be based on actual costs plus a 15% Administrative Fee.

Invoicing:

Invoicing will be submitted on a monthly basis and payable within thirty (30) days of the invoice date. Overdue invoices are subject to 1.5% Interest per month, plus any customary and reasonable Attorney's Fees and Collection Costs. Payments shall be delivered to:

Building Engineering-Consultants, Inc. (BE-CI)
150 Azalea Drive -- Suite A
Destin, Florida 32541

Building Engineering - Consultants, Inc.

www.be-ci.com

PO Box 5799 | Destin, FL 32540

Toll Free: 800-842-7043 | Fax: 850-650-0091



EXHIBIT "B"

ENGINEERING SERVICES

<u>Position</u>	<u>Rate</u>
Principal/Owner	\$250.00/hr.
Senior Engineer	\$150.00/hr.
Project Engineer/Manager	\$120.00/hr.
Building Envelope Specialist	\$100.00/hr.
Certified Infrared Thermographer *	\$100.00/hr.
Construction Manager	\$100.00/hr.
Field Engineer/Inspector	\$95.00/hr.
CAD Design Technician	\$ 85.00/hr.
Office Administration	\$ 40.00/hr.

* ADDITIONAL \$75.00/HR. EQUIPMENT FEE REQUIRED.

CONSTRUCTION MANAGEMENT SERVICES

Construction management services are vital to the successful completion of all projects and are available to our clients on a part-time or full-time basis in accordance with the rate schedule outlined above. Our construction managers are experienced in a wide variety of design, construction and forensic investigation and work closely with the project engineer to ensure proper implementation of the design. During construction we will provide engineering assistance that shall include, but not be limited to, construction observation and reporting, answering contractor questions, enforcing the technical specifications, reviewing pay requests, attending progress meetings with the client and the contractor and certifying the project (once construction is complete).

For projects located in excess of 50 miles from our office located in Santa Rosa Beach, Florida, mileage reimbursement shall be billed in accordance with the standard rate in effect at the time of travel and as published by the U.S. Internal Revenue Service.

For projects that require overnight lodging, per-diem rates shall be billed in accordance with the rates in effect at the time of travel and destination and as published by the U.S. General Services Administration.

O'Connell & Associates does not supervise or direct the contractor's means, methods or techniques, nor does O'Connell & Associates take responsibility for the contractor's scheduling, safety practices and/or precautions.

COPY / PRINT / PLOT SERVICES

	8.5x11	8.5x14	11x17	24x36	30x42
Black and White	\$0.20	\$0.50	\$0.75	\$2.00	\$3.00
Color	\$1.00	\$1.50	\$2.00	n/a	n/a

REIMBURSABLE EXPENSES

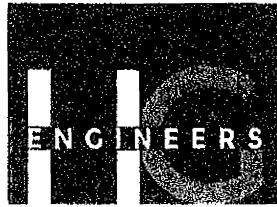
All other expenses including, but not limited to, copying, printing, film processing, expendable materials, postal/courier costs, surveying, testing services, subcontractors, consultants and equipment rentals shall be reimbursable based on our incurred costs plus a 15% Administrative Fee.



2015 Hourly Rates

<u>Classification</u>	<u>Rate/Hr</u>
Principal (PE)	\$175
Project Manager (PE)	\$125
Graduate Engineer	\$90
Designer	\$75
Drafting	\$50
Clerical	\$40

Effective July 1, 2015



Revised 5/19/17

BILLING RATES

EMPLOYEE	TITLE	RATE
Philip Humber, P.E.	Senior Electrical Engineer	\$200.00
Chris Garick, P.E., RCDD	Electrical/Telecom Engineer	\$165.00
Thomas Alexander, P.E., LEED	Electrical Engineer	\$165.00
Dan White, P.E., LEED	Electrical Engineer	\$165.00
Jim Hendricks, P.E.	Civil/Structural Engineer	\$165.00
Rick Engle, LC	Senior Electrical Lighting Designer	\$125.00
Bill Sullivan	Construction Administrator	\$100.00
Caleb Leonard	Electrical Engineer (EIT)	\$80.00
Byron Soloman	Electrical Designer / Drafter	\$80.00
Don Stich	Electrical Designer / Drafter	\$55.00
Sandra Jones	Electrical Lighting Designer	\$75.00
Ezra Spivey	Electrical Designer / Drafter	\$75.00
Jeff Hornsby	Electrical Designer / Drafter	\$70.00
Stuart Dubois	Electrical Designer	\$55.00
Clay Crews	Electrical Designer	\$55.00
Kim Oliver	Office Administrator	\$70.00
Heather Mader	Administrative	\$70.00

*142 Eglin Parkway SE
Fort Walton Beach, FL 32548*

**SOUTHERN EARTH SCIENCES, INC.
FEE SCHEDULE**

A. Professional Classification – Hourly Rates

Environmental Specialist / Asbestos Project Manager	\$ 85.00
Staff Engineer / Geologist	\$ 100.00
Project Engineer / Geologist	\$ 125.00
Licensed Asbestos Consultant	\$ 140.00
Principal Engineer / Geologist	\$ 175.00

B. Support Personnel – Hourly Rates

Secretarial	\$ 40.00
Draftsperson	\$ 55.00
Engineering or Environmental Technician / Asbestos Project Monitor	\$ 60.00

C. Drilling Rates – Per Lineal Foot

Mobilization/Demobilization, per rig hour (min. \$350.00)	\$ 175.00
Cone Penetration Testing (CPT), per foot	\$ 15.00
Standard Penetration Test Borings (SPT), 0-40 feet, per foot	\$ 12.50
Standard Penetration Test Borings (SPT), 40-75 feet, per foot	\$ 14.00
Standard Penetration Test Borings (SPT), 75-100 feet, per foot	\$ 16.50
Standard Penetration Test Borings (SPT), 100-150 feet, per foot	\$ 20.00
Undisturbed Samples, Shelby Tube, per sample	\$ 140.00
Fixed-Piston, per sample	\$ 155.00
Vibracore Sampling*	*Proposal Required

D. Laboratory Testing – Soil Classification Testing

Standard or Modified Proctor, each	\$ 120.00
Limerock Bearing Ratio (LBR; 3 points), each	\$ 350.00
California Bearing Ratio (CBR; 3 points), each	\$ 400.00
Natural Moisture Content, each	\$ 15.00
Organic Content, each	\$ 48.00
Unit Weight (undisturbed sample), each	\$ 28.00
pH, each	\$ 25.00
Grain Size Distribution (soils & fine aggregate), each	\$ 85.00
Grain Size Distribution (course aggregate), each	\$ 125.00
Percent Fines (minus 200 wash), each	\$ 40.00

Hydrometer Analysis, each	\$ 92.00
Atterberg Limits, per set	\$ 92.00
Specific Gravity, each	\$ 68.00
Shrinkage Limit, each	\$ 100.00
Falling Head Permeability (sand), each	\$ 100.00
Constant Head Permeability (clay), each	\$ 140.00
Flexible Wall Permeability, each	\$ 500.00
E. Field Testing	
Double-Ring Infiltrometer, each	\$ 450.00
In-Place Density Testing (drive tube or nuclear gauge), each	\$ 28.00
In-Place Density Testing (sand cone method), each	\$ 38.00
Concrete Test Specimens (cylinders), set of 4	\$ 120.00
Concrete Test Specimens (beams), set of 4	\$ 155.00
Grout Prisms, set of 4	\$ 110.00
Mortar Cubes, set of 6	\$ 65.00
Core & Patch Concrete/Asphalt, per core	\$ 55.00

Notes:

1. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge.
2. Over eight hours per day, holidays, Saturday and Sunday work will be charged at the standard rates times 1.50.
3. A minimum of three (3) density tests are billed per trip, with the exception of long-term projects with daily rates.
4. Ten (10) percent is added to construction materials testing invoices for engineering review, reporting, and mailings.
5. All laboratory tests are performed in accordance with applicable AASHTO, ASTM, FDOT, FM, or military standards, as required by the project specifications.
6. SESI laboratories are accredited by CMEC in accordance with AASHTO R-18.
7. SESI has extensive laboratory capabilities, many of which are not listed in this basic fee schedule. If a specific test is required, please inquire with a project manager.

Principal Rate: \$150/hr.
Associate Rate: \$100/hr.

Chad Horton, RLA, ASLA



horton land works
4300 legendary drive
suite c-224
deslin, fl 32541
850.699.1297



Standard Hourly Rate Schedule

Engineers

Principal/Officer--Professional Engineer	\$190.00
Engineering Department Manager	\$145.00
Senior Professional Engineer	\$125.00
Professional Engineer	\$100.00
Project Engineer	\$ 95.00
Engineer Intern	\$ 85.00
Graduate Engineer	\$ 70.00

Technicians

Supervisory Technician	\$ 100.00
Senior Technician	\$ 75.00
Design Technician	\$ 65.00
Technician	\$ 45.00
Permit Specialist	\$ 50.00
Technician Trainee	\$ 35.00

GIS

Senior Spatial Analyst	\$110.00
Spatial Analyst	\$ 95.00
GIS Specialist	\$ 50.00

Landscape Architects

Principal/Officer -- Professional LA	\$150.00
Landscape Architect Department Manager	\$135.00
Senior Professional Landscape Architect	\$120.00
Project Manager Landscape Architect	\$100.00
Professional Landscape Architect	\$ 90.00
Senior Landscape Designer	\$ 85.00
Landscape Designer	\$ 75.00

Planners

Principal/Officer -- Land Planner	\$170.00
Planning Department Manager	\$150.00
Senior Planner	\$120.00
Planning Project Manager	\$100.00
Professional Planner	\$ 90.00
Project Planner	\$ 85.00
Site Planner II	\$ 75.00
Site Planner I	\$ 60.00



Standard Hourly Rate Schedule

Administration

Programmer / Web Designer	\$110.00
Executive Administrative Assistant	\$ 65.00
Senior Administrative Assistant	\$ 60.00
Administrative Assistant	\$ 50.00
Office Assistant	\$ 45.00
Receptionist	\$ 35.00

Construction Engineering & Inspection (CEI)

Senior Project Engineer	\$140.00
Project Administrator	\$115.00
Senior Inspector	\$ 80.00
Contract Support Specialist	\$ 75.00
Associate Contract Support Specialist	\$ 55.00
Inspector	\$ 60.00
Inspector Aid	\$ 50.00
CEI Administrative Assistant	\$ 45.00

Exhibit "B"



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENTS ACKNOWLEDGEMENT

RFQ TITLE:
ENGINEERING SERVICES FOR THE
TOURIST DEVELOPMENT DEPARTMENT

RFQ NUMBER:
RFQ TDD 63-17

LAST DAY FOR QUESTIONS: June 29, 2017 4:00 P.M. CST

RFQ DUE DATE & TIME: July 10, 2017 4:00 P.M. CST

NOTE: QUALIFICATIONS RECEIVED AFTER THE REQUEST FOR QUALIFICATIONS OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a qualifications on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. Qualifications will not be accepted unless all conditions have been met. All qualifications must have an authorized signature in the space provided below. All envelopes containing sealed qualifications must reference the "RFQ Title", "RFQ Number" and the "RFQ Due Date and Time". Okaloosa County is not responsible for lost or late delivery of qualifications by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted documents will be accepted. Qualifications may not be withdrawn for a period of sixty (60) days after the opening of qualifications unless otherwise specified.

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

COMPANY NAME DAG Architects Inc.
MAILING ADDRESS 1223 Airport Road
Destin, FL 32541
CITY, STATE, ZIP
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-2073995
TELEPHONE NUMBER: 850/837-8152 EXT: _____ FAX: NA
EMAIL: cclary@dagarchitects.com or pballasch@dagarchitects.com

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SOLICITATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THESE DOCUMENTS FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME Charles W. Clary III, FAIA

TITLE: Principal DATE July 7, 2017

NOTICE TO RESPONDENTS

The Okaloosa County Board of County Commissioners request qualifications from interested respondents detailing their qualifications and experience to provide **Engineering Services for the Tourist Development Department**.

Interested respondents desiring consideration shall provide an original and five (5) copies (total of 6 copies) of their Request for Qualifications (RFQ) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

Qualification documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., July 10, 2017** in order to be considered. All qualifications received after the stated time and date will be returned unopened and will not be considered.

All qualifications must be in sealed envelopes reflecting on the outside thereof "**Engineering Services for the Tourist Development Department**". Failure to mark outside of the envelope as set forth herein shall result in the submittal not being considered.

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

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

All submittals should be addressed as follows:

**Engineering Services for the Tourist
Development Department**
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536



Greg Kisela
Purchasing Director

6/15/17
Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel
Chairman

QUALIFICATION REQUIREMENTS

PROPOSAL #: RFQ TDD 63-17

**PROPOSAL ITEM: ENGINEERING SERVICES FOR THE
TOURIST DEVELOPMENT DEPARTMENT**

BACKGROUND

This is a Request for Qualifications (“RFQ”) for interested consultants that possess the requisite in-house experience and expertise in comprehensive engineering services, including but not limited to: facilities, structural, mechanical, electrical, architectural, geotechnical, and landscape, as may be required by the Okaloosa County Tourist Development Department (TDD). The TDD operates and maintains a 5,000 sq ft Visitor Center built in 1994, a 77,000 sq ft Convention Center built in 2003, and several beach access ways on Okaloosa Island, FL. This RFQ is issued pursuant to section 287.055, Florida Statutes, known as the Consultant Competitive Negotiation Act (CCNA).

The County reserves the right to award multiple contracts for a three year period for services as needed. In addition, the County shall have the option to annually extend the term up to two additional years, The County does not guarantee the contract renewal.

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 such, with an explanation as to why the respondent believes such services to be essential to the needs of the County.

The selected, as-needed consultants will provide comprehensive engineering services to support to the County’s Tourist Development Department. Services including the development of biddable construction drawings and specifications may be related to the following types of activities and facilities as well as any other project which may be under the purview of the Tourist Development Department:

- Interior Building Renovations
- HVAC System
- Building Envelope Waterproofing
- Roofing Structure
- Fire Suppression System
- Landscaping
- LED Lighting
- Structural Repairs
- Building Expansion
- Parking
- Hwy 98 Pedestrian Walkover
- Porte-Cochère
- Beach Access Ways

Selected consultants must have sufficient staff to assure availability in handling several projects simultaneously for task continuity, prompt delivery of services and completion of assigned tasks. Depending on the project assignment, consultant may work in conjunction with the County technical staff and/or other consultants hired by the County as part of a project team. If consultant is unable to perform comprehensive engineering services with in-house staff, requisite information for subconsultants must be provided.

General Standards of Work – The actual scope of work and specific assignments will be determined on an as-needed basis. A task order will be executed for each specific project. The County reserves the right to award work related to this solicitation through a separate formal competitive solicitation.

GENERAL INFORMATION

PAYMENT - It is expected that the contract will consist of fixed hourly costs for all positions required to complete projects, including but not limited to: engineering studies; surveys; engineering design; preparation of plans, cost estimates, and specifications and contract documents; obtaining necessary federal, state and local governmental agency permits (fees paid by County); construction inspections and management; contract administration; project completion certifications and as-builts as may be required; presentations to the Board of County Commissioners and the general public; right-of-way identification, appraisal and assistance in acquisition; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.

Contract negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. Once fixed hourly costs are negotiated and the contract signed, each specific project will be negotiated relative to the number of hours required by each position to accomplish the scope of work. A task order will be executed for each specific project and engineering costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses.

PROPOSAL FORMAT

Proposals **MUST** be submitted in the following format:

- a. **Letter of Interest** – include information on the firm’s history, resource capabilities, and location of the firm’s office that will be the lead office for this contract. Location of personnel supporting this effort and physical proximity to respond to TDD questions and concerns, particularly in the contract administration and inspection roles, is considered to be a key factor. It should be noted whether the firm is a certified minority business enterprise.
Subcontractors – If subcontractors will be used, include information on the history, resource capabilities, and location of subcontractors. It should be noted whether any subcontractors are a certified minority business enterprise.
- b. **Business Credentials** – provide a synopsis of the firm’s qualifications, to include specific engineering capabilities.
Subcontractors – Identify any areas where subcontractors will be used and identify the services and roles that each subcontractor would assume in providing services.
- c. **Experience and Qualifications** – provide a listing of completed or on-going projects, with a description of the work performed by the firm that is similar to the services described herein. The list should include only projects that had significant input from individuals who will be assigned to work on County projects. Information regarding recent, current, and projected workloads of individuals who will be assigned to the County, as well as the volume of work previously awarded to the firm by the County should be provided.
Subcontractors – If subcontractors will be used, provide a listing of completed or on-going projects, with a description of the work performed by the subcontractors that is similar to the services described herein. The list should include only projects that had significant input from individuals who will be assigned to work on County projects. Information regarding recent, current, and projected workloads of individuals who will be assigned to the County, as well as the volume of work previously awarded by the County should be provided.
- d. **Project Management Organization** – describe the organizational structure that will be utilized to provide services. Identify key personnel to be assigned to the County, describe their respective areas of expertise, and provide a resume of their qualifications, education and experience. Ability to meet time and budget requirements should be demonstrated.

Subcontractors – If subcontractors will be used, identify key personnel to be assigned to the County, describe their respective areas of expertise, and provide a resume of their qualifications, education and experience. Ability to meet time and budget requirements should be demonstrated.

- e. **References** – List five (5) references representative of past experience in the State of Florida similar to the services described herein, to include, at a minimum, a contact person, company name, phone number, and a brief description of the project.
- f. **Registration – Certificates** – State of Florida licensing/registration qualifications (if required) of the proposer’s personnel and business office. Provide copies of same.

SELECTION CRITERIA

The following criteria are to be utilized in the evaluation of qualifications of the firm to provide professional services for the County:

- a. Letter of Interest **(15 points)**
- b. Business Credentials **(15 points)**
- c. Experience and Qualifications **(19 points)**
 - A. Facilities **(3 points)**
 - B. Structural **(3 points)**
 - C. Mechanical **(3 points)**
 - D. Electrical **(3 points)**
 - E. Architectural **(3 points)**
 - F. Geotechnical **(3 points)**
 - G. Landscape. **(3 points)**
- d. Project Management Organization **(25 points)**
- e. References **(5 points)**

NOTE: This contract may be non-exclusive. The County reserves the right to award any or all services to one or more firm(s).

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SPECIAL PROPOSAL CONDITIONS

GRANT REQUIREMENTS:

Some position assignments may include duties within the County funded by federal grant dollars. In order to comply with federal grant regulations, additional rules and regulations will apply. See EXHIBIT B.

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INSURANCE REQUIREMENTS

REVISED: 02/09/16

BONDING REQUIREMENTS

1. **No bonding required.**

RESPONDENT'S INSURANCE

1. The RESPONDENT 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 Management Director or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the RESPONDENT.
6. The County shall retain the right to reject all insurance contracts 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 RESPONDENT.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the RESPONDENT, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the RESPONDENT to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of RESPONDENT 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.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The RESPONDENT 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 of Okaloosa, the RESPONDENT 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 the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the RESPONDENT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The RESPONDENT shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The RESPONDENT shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Broad Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-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 RESPONDENT shall notify the County representative in writing. The RESPONDENT 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.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability

5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

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	\$1,000,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$5,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT 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 RESPONDENT'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 RESPONDENT 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, RESPONDENT 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 RESPONDENT and other persons employed or utilized by the RESPONDENT in the performance of this contract.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County 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. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
4. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, RESPONDENTS having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that RESPONDENT also submits a brief company financial statement.
5. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the RESPONDENT's full responsibility. In particular, the RESPONDENT shall afford full coverage as specified herein to entities listed as Additional Insured.
6. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the RESPONDENT has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
7. In the event of failure of the RESPONDENT to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by RESPONDENT upon presentation of a bill.

GENERAL TERMS

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

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

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

The RESPONDENT hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the RESPONDENT under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

GENERAL QUALIFICATIONS CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

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

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: cpowell@co.okaloosa.fl.us
(850)689-5960

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

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

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

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

- E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
- F. All signatures shall be in blue ink. All names shall 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** – Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview is not a next day delivery site for overnight carriers.

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

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

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

6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security prior to the end of this period.

7. **IDENTICAL TIE QUALIFICATIONS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more qualifications which are equal with respect to price, quality and service are received by the County for the procurement of commodities, contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie qualifications will be followed if none of the tied vendors have a drug-free workplace program.

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

8. **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.

9. **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.

10. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

11. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its qualifications:

- a. Submission of more than one qualification for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the respondent has a financial interest in the firm of another proposer for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of qualifications.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

12. **AWARD OF CONTRACT - Okaloosa County Review:** A selection committee will review all qualifications and will participate in the Recommendation to Award.

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

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

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

13. **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 in the resulting agreement. Invoices must show Contract #.
14. **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.
15. **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.
16. **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.
17. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
18. **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.

19. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services 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.

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

20. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
21. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
22. **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.
23. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
24. **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.

25. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.
26. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent shall 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.
27. **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.
28. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
29. **PUBLIC ENTITY CRIME INFORMATION** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
30. **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. No Contact Clause Form
 - E. Indemnification and Hold Harmless
 - F. Company Data
 - G. Addendum Acknowledgement
 - H. Certification Regarding Lobbying
 - I. Recycled Content Form
 - J. Ranking Sheet
 - K. Exhibit B: General Grant Funding Special Proposal Conditions

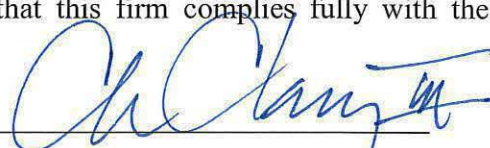
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: July 7, 2017

SIGNATURE: 

COMPANY: DAG Architects Inc.

NAME: Charles W. Clary III, FAIA
(Typed or Printed)

ADDRESS: 1223 Airport Road
Destin, FL 32541

TITLE: Principal

E-MAIL: cclary@dagarchitects.com

PHONE NO.: 850/837-8152

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____ NO: X

NAME(S)	POSITION(S)
_____	_____
_____	_____
_____	_____
_____	_____

FIRM NAME: DAG Architects Inc.

BY (PRINTED): Charles W. Clary III, FAIA

BY (SIGNATURE): 

TITLE: Principal

ADDRESS: 1223 Airport Road, Destin, FL 32541

PHONE NO.: 850/837-8152

E-MAIL: cclary@dagarchitects.com

DATE: July 7, 2017

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: July 7, 2017

SIGNATURE: 

COMPANY: DAG Architects Inc.

NAME: Charles W. Clary III, FAIA

ADDRESS: 1223 Airport Road
Destin, FL 32541

TITLE: Principal

E-MAIL: cclary@dagarchitects.com

PHONE NO.: 850/837-8152

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.


The period commences 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 **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

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

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

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

I  representing DAG Architects Inc.

Signature **Company Name**

Charles W. Clary III, FAIA

On this _____ day of _____ 2017 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, 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.

DAG Architects Inc.

Respondent's Company Name

1223 Airport Road, Destin, FL 32541

Physical Address

same as above

Mailing Address

850/837-8152

Phone Number

850/259-6695

Cellular Number

July 7, 2017

Date



Authorized Signature – Manual

Charles W. Clary III, FAIA

Authorized Signature – Typed

Principal

Title

NA

FAX Number

NA

After-Hours Number(s)

COMPANY DATA

Respondent's Company Name: DAG Architects Inc.


Physical Address & Phone #:

1223 Airport Road

Destin, FL 32541

850/837-8152

www.dagarchitects.com



Contact Person (Typed-Printed): Charles W. Clary III, FAIA

Phone #: 850/837-8152

Cell #: 850/259-6695

Email: cclary@dagarchitects.com

Federal ID or SS #: 59-2073995

DUNS #: 057651713

Respondent's License #: AAC000745

Fax #: NA

Emergency #'s After Hours,
Weekends & Holidays: use cell number

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.

DATE

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

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

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

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

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

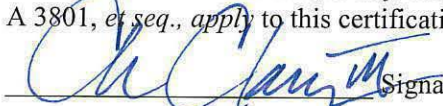
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, DAG Architects 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.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Charles W. Clary III, FAIA Name and Title of Contractor's Authorized Official

July 7, 2017 Date

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____ NA

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____ NA

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____ NA

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: _____ DAG Architects Inc. _____

E-Mail: _____ cclary@dagarchitects.com _____

RANKING SHEET
REQUEST FOR QUALIFICATIONS
ENGINEERING SERVICES FOR THE TOURIST DEVELOPMENT DEPARTMENT
RFQ TDD 63-17

QUALIFICATIONS	COMPANY NAME
<p style="text-align: center;">Letter of Interest: History, resource capabilities, and location of the lead office. (15 points)</p>	
<p style="text-align: center;">Business Credentials: Qualifications, to include specific capabilities. (15 points)</p>	
<p style="text-align: center;">General Experience and Qualifications: Completed or on-going projects similar to the services described herein and performed by individuals who will be assigned to work on County projects. (19 points)</p>	
<p style="text-align: center;">A. Facilities Experience/Qualifications (3 points)</p>	
<p style="text-align: center;">B. Structural Experience/Qualifications (3 points)</p>	
<p style="text-align: center;">C. Mechanical Experience/Qualifications (3 points)</p>	
<p style="text-align: center;">D. Electrical Experience/Qualifications (3 points)</p>	
<p style="text-align: center;">E. Architectural Experience/Qualifications (3 points)</p>	
<p style="text-align: center;">F. Geotechnical Experience/Qualifications (3 points)</p>	
<p style="text-align: center;">G. Landscape Experience/Qualifications (3 points)</p>	
<p style="text-align: center;">Project Management Organization: Organizational structure that will be utilized to provide services. Key personnel's expertise, qualifications, education and experience. (25 points)</p>	
<p style="text-align: center;">References: (5 points)</p>	
Total Points (100)	

EXHIBIT B
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

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

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

8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **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 certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.
14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

15. **Access to Records and Reports:**

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

16. **Record Retention:**

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

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

18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information**

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

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. **Disputes:** Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

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

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

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

DATE: July 7, 2017

SIGNATURE: 

COMPANY: DAG Architects Inc.

NAME: Charles W. Clary III, FAIA

ADDRESS: 1223 Airport Road
Destin, FL 32541

TITLE: Principal

E-MAIL: cclary@dagarchitects.com

PHONE NO.: 850/837-8152

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

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

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

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States,

- whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
 - (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
 - (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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



7828
CA #19

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: October 3, 2017
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Greg Kisela
SUBJECT: Approval of the contract with DAG Architects, Inc.
DEPARTMENT: Purchasing
BCC DISTRICT: All

STATEMENT OF ISSUE: Request approval of the contract with DAG Architects, Inc. for Architecture and Engineering Services. (RFQ TDD 63-17)

BACKGROUND & ANALYSIS: On September 5, 2017, the Board approved the request to begin contract negotiations with DAG Architects, Inc. for Architecture and Engineering Services for the Tourist Development Department. The contracts are now complete and are ready for the Chairman's signature. Staff requests approval of the contracts with DAG Architects, Inc. and requests authorization for the Chairman to sign the documents.

OPTIONS: Approve/Deny

RECOMMENDATION: Request approval of the contract with DAG Architects, Inc. for Architecture and Engineering Services.



Greg Kisela, Purchasing Director 9/22/2017

RECOMMENDED BY:



John Hofstad, County Administrator 9/27/2017

APPROVED BY:

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

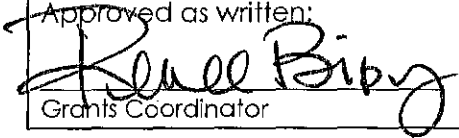
Procurement/Contract/Lease Number: RFQ TDD 63-17 Tracking Number: 2591-17
Procurement/Contractor/Lessee Name: DAG Architects, Inc. Grant Funded: YES NO
Purpose: Engineering Services
Date/Term: _____ 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: TDD 3. \$25,000 OR LESS
Dept. Monitor Name: Dunwooth

Purchasing Review

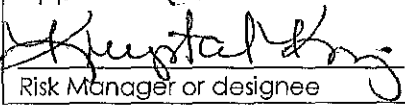
Procurement requirements are met:

Purchasing Director or designee Date: 9/15/17
Greg Kisela, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written:

Grants Coordinator Date: 9/15/2017
Renee Biby

Risk Management Review

Approved as written: with Ins Requirements attached

Risk Manager or designee Date: 9-18-17
Laura Porter or Krystal King

County Attorney Review

Approved as written: See Approval Dated
County Attorney Date: 9/20/17
Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants

Document has been received:
Contracts & Grants Manager Date: _____
Marcella Eubanks, Mindy Kovalsky, Ashley Endris

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, September 20, 2017 3:02 PM
To: Matthew Young
Cc: Lynn Hoshihara; Charlotte Dunworth; Greg Kisela
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

This is approved for legal sufficiency.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Wednesday, September 20, 2017 3:58 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Charlotte Dunworth; Greg Kisela
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)
Importance: High

I now have their approval with the *changes* attached, Ma'am.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us / www.co.okaloosa.fl.us/
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Wednesday, September 20, 2017 2:54 PM
To: Matthew Young <myoung@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

I still defer to Risk on my one comment about insurance requirements. Otherwise, this is approved for legal purposes.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Wednesday, September 20, 2017 2:33 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Charlotte Dunworth; Greg Kisela
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)
Importance: High

I have made the revisions, Ma'am.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 ; Fax: (850) 689-5970
myoung@co.okaloosa.fl.us / www.co.okaloosa.fl.us/
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Wednesday, September 20, 2017 11:09 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

My revisions:

~~PAYMENT - It is expected that the~~ The contract will consists of fixed hourly costs for all positions required to complete projects as set forth in Exhibit "B", ~~including but not limited to: engineering studies; surveys; engineering design; preparation of plans, cost estimates, and specifications and contract documents; obtaining necessary federal, state and local governmental agency permits (fees paid by County); construction inspections and management; contract administration; project completion certifications and as-builts as may be required; presentations to the Board of County Commissioners and the general public; right of way identification, appraisal and assistance in acquisition; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.~~

~~Contract negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. Once fixed hourly costs are negotiated and the contract signed, Each specific project will be negotiated relative to the number of hours required by each position to accomplish the scope of work. A task order will be executed for each specific project and engineering costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses.~~

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract and attached Exhibit "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement). The maximum contract sum payable by the County to Contractor for services performed under this Agreement shall not exceed \$900,000.00 for a the initial three-year term of this contract, the Contractor certifies that if the cap is exceeded it is at its own risk. ~~based on last three years' actuals ranging from \$200,000.00 to \$300,000.00 per year for Genesis & Matrix combined.~~

~~Note: For~~ Additionally, for any option to renew mutually agreed to by the parties, the maximum rate of increase to the contract price shall be either an increase of 3% of the current pricing within this agreement or an increase in accordance with the most recently published Consumer Price Index (CPI) for All Urban Consumers (CPI-U) for the South, published by the U.S. Bureau of Labor Statistics, whichever is less. CPI is defined as the yearly increase from the most recently published Consumer Price Index, South Region.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Wednesday, September 20, 2017 10:04 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Charlotte Dunworth
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

For your review, Ma'am.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us /www.co.okaloosa.fl.us/
5479 Old Bethel Rd, Suite A| Crestview, FL 32536

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From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Wednesday, September 20, 2017 7:53 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>; Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Yes that would be good.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Wednesday, September 20, 2017 8:50 AM
To: Charlotte Dunworth; Parsons, Kerry; Greg Kisela; DeRita Mason; David Underwood
Cc: Lynn Hoshihara
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)
Importance: High

Apologies, Charlotte. KTR is contractor. I converse with Eglin a lot; it's a Federal abbreviation.

Ms. Parsons,
Shall I use language similar to what I used for the Debris Removal contracts to outline the cap? I'll input the varying figures based on what Charlotte has provided below:

I. Method of Payment

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract and attached Exhibit "A" (Request for Proposal (RFP) and Respondent's Acknowledgement). The maximum contract sum payable by the County to Contractor for services performed under this Agreement shall not exceed \$1,000,000.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us/
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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From: Charlotte Dunworth
Sent: Wednesday, September 20, 2017 6:32 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>; Parsons, Kerry <KParsons@ngn-tally.com>; Greg Kisela <gkisela@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Hi Matthew,

Not sure what KTR name means? For purposes of funding cap, I would use the following estimates:

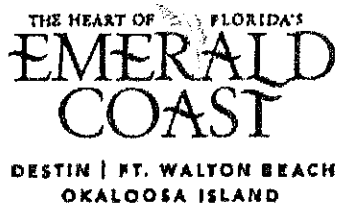
Taylor Engineering - \$500K for a three-year contract based on last three years' actuals ranging from \$130K to \$215K per year and assuming some portion of future work will be performed by MRD

MRD & Assoc - \$500K for a three-year contract for consistency with Taylor since same scope of work

The combined value for Taylor & MRD is higher than past actuals for coastal engineering, but Taylor should be based on past performance and it's preferable that the two contracts mirror each other.

DAG Architects - \$900K for a three-year contract based on last three years' actuals ranging from \$200K to \$300K per year for Genesis & Matrix combined

Sunny Regards,
Charlotte Dunworth
Finance, Administration, & Compliance Manager
850.609.5385 phone
cdunworth@co.okaloosa.fl.us



Emerald Coast Convention & Visitors Bureau
1540 Miracle Strip Parkway SE
Fort Walton Beach, FL 32548
EmeraldCoastFL.com

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From: Matthew Young
Sent: Tuesday, September 19, 2017 3:49 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Greg Kisela <gkisela@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>; Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)
Importance: High

Charlotte, please see the remarks from Legal below. This will be for the Coastal & Environmental Engineer Services (RFQ TDD 54-17) and the Engineer Services (RFQ TDD 63-17). I'll simply change the KTR name.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us
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From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Tuesday, September 19, 2017 3:20 PM
To: Matthew Young <myoung@co.okaloosa.fl.us>; Greg Kisela <gkisela@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Hello Purchasing:

This looks good, however because this could involve Federal funding you will need to include a cap in the contract on price. Otherwise it looks good!

From: Matthew Young [<mailto:myoung@co.okaloosa.fl.us>]
Sent: Friday, September 15, 2017 12:56 PM
To: Parsons, Kerry; Greg Kisela; DeRita Mason; David Underwood
Cc: Lynn Hoshihara
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Feedback appreciated.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Friday, September 15, 2017 10:44 AM
To: Greg Kisela <gkisela@co.okaloosa.fl.us>; Matthew Young <myoung@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Yes please

From: Greg Kisela [<mailto:gkisela@co.okaloosa.fl.us>]
Sent: Friday, September 15, 2017 11:41 AM
To: Parsons, Kerry; Matthew Young; DeRita Mason; David Underwood
Cc: Lynn Hoshihara
Subject: RE: Professional Consulting Services Contracts (CCNA contracts)

Kerry: Is this the template you want us to use for Taylor Engineering, MRD and DAG?

Greg Kisela

From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Wednesday, September 06, 2017 9:31 AM
To: Greg Kisela <gkisela@co.okaloosa.fl.us>; Matthew Young <myoung@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>; David Underwood <dunderwood@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: Professional Consulting Services Contracts (CCNA contracts)

Good Morning Purchasing:

Attached is the shell of a Professional Consulting Services Contract pursuant to CCNA procurement that I have drafted for you. I recommend that you all take a look at it and use it for the Consulting Engineering Services and the Volkert Contracts. I tried to highlight places where information would need to be added in as well as made some comments.

Please let me know if you have any questions or concerns. Again, I recommend you plug in the necessary information and use these for the Consulting Services contracts and Volkert procurement that it going through Purchasing right now.

Have a good day!
Kerry

Kerry A. Parsons, Esq.

Nabors
Giblin &
Nickerson PC

1500 Mahan Dr. Ste. 200

Tallahassee, FL 32308

T. (850) 224-4070

kparsons@ngn-tally.com

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