

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/20/2022

Contract/Lease Control #: C23-3266-PW

Procurement#: RFQ PW 21-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: HALFF ASSOCIATES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/19/2022

Expiration Date: 10/18/2025 W/2 1 YR RENEWALS

Description of: SANTA ROSA BOULEVARD IMPROVEMENTS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 21-22 Tracking Number: 4671-22
 Procurement/Contractor/Lessee Name: Hallff Associates Grant Funded: YES ___ NO X
 Purpose: Santa Rosa Blv Design; Eng Services
 Date/Term: 2025 w/ 2 years 1. GREATER THAN \$100,000
 Department #: 3301 2. GREATER THAN \$50,000
 Account #: 563001 str 00024 3. \$50,000 OR LESS
 Amount: Per task order
 Department: PW Dept. Monitor Name: Andy

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-15-22
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no grant hrs Grant Name: _____
 _____ Date: _____
 Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 10-12-22

 Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 10-12-22

 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

C23-3266-PW
10-18-2025

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, October 12, 2022 1:07 PM
To: DeRita Mason; Lydia Garcia
Cc: 'Parsons, Kerry'
Subject: Re: Santa Rosa Blvd Professional Services Agreement

This is approved.

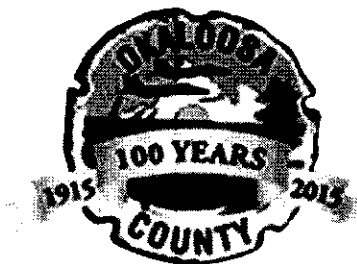
Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Wednesday, October 12, 2022 12:58:28 PM
To: Lydia Garcia
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: RE: Santa Rosa Blvd Professional Services Agreement

Please see attached with all changes made.
Thank you,

DeRita Mason



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

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

DeRita Mason

From: Lydia Garcia
Sent: Wednesday, October 12, 2022 8:39 AM
To: DeRita Mason
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: RE: Santa Rosa Blvd Professional Services Agreement
Attachments: General Service Insurance Requirements W-Professional Liability.docx; SRB Draft Agreement_10_10-22(221010b-BETRL)10.11.22 (002).docx

The attached Santa Rosa Blvd Professional Services Agreement is approved by Risk Management for insurance purposes contingent upon the following: Section 12 in its entirety is replaced with the latest revised addition of the General Service Insurance Requirements with Professional Liability.



Kind Regards,

Lydia Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301
Crestview, FL 32539

<https://myokaloosa.com/>

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, October 12, 2022 8:16 AM
To: Lydia Garcia <lgarcia@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>
Subject: RE: Santa Rosa Blvd Professional Services Agreement

Will do, are you okay with all other comments.

DeRita Mason



Board of County Commissioners Purchasing Department

State of Florida

Date: May 13, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ PW 21-22

Santa Rosa Blvd. Design and Engineering Services

Okaloosa County would like to thank all businesses, which submitted responses To Santa Rosa Blvd. Design and Engineering Services. (RFQ PW 21-22)

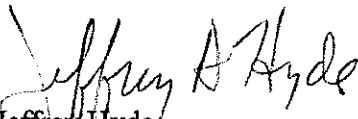
After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Halff Associates, Inc.
2507 Callaway Road, Suite 100
Tallahassee, FL 32303

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

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

Respectfully,


Jeffrey Hyde
Purchasing Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Profit Corporation
HALFF ASSOCIATES, INC.

Filing Information

Document Number	F11000002070
FEI/EIN Number	75-1308699
Date Filed	05/16/2011
State	TX
Status	INACTIVE
Last Event	WITHDRAWAL
Event Date Filed	12/23/2014
Event Effective Date	NONE

Principal Address

1201 N BOWSER RD
RICHARDSON, TX 75081

Mailing Address

1201 N BOWSER RD
RICHARDSON, TX 75081

Registered Agent Name & Address

NONE
Registered Agent Revoked: 12/23/2014

Officer/Director Detail

Name & Address

Title Chairman, VP

SKIPWITH, WALTER
1201 N BOWSER RD
RICHARDSON, TX 75081

Title VC, VP

TANKSLEY, DAN
1201 N BOWSER RD
RICHARDSON, TX 75081

Title Director, VP

Title President

KUNZ, PATRICK
1201 N. BOWSER
RICHARDSON, TX 75081

Annual Reports

Report Year	Filed Date
2012	01/17/2012
2013	01/11/2013
2014	02/25/2014

Document Images

<u>12/23/2014 -- Withdrawal</u>	View image in PDF format
<u>02/25/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/11/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/17/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/16/2011 -- Foreign Profit</u>	View image in PDF format



HALFF ASSOCIATES, INC.

Unique Entity ID C7VNRQW5GQK5	CAGE / NCAGE 8LLS2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 31, 2023	
Physical Address 2507 Callaway RD STE 100 Tallahassee, Florida 32303-5268 United States	Mailing Address 2507 Callaway RD STE 100 Tallahassee, Florida 32303-5268 United States	

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 05	State / Country of Incorporation Texas / United States	URL www.halff.com

Registration Dates

Activation Date Apr 4, 2022	Submission Date Mar 31, 2022	Initial Registration Date May 13, 2020
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Entity Dates

Entity Start Date Jan 1, 1950	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

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

Proceedings Questions

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

Active Exclusions Records?

No

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

Yes

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
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AGREEMENT FOR CONSULTANT SERVICES

(Master Services Agreement)

Between

The Board of County Commissioners of Okaloosa County

and

Halff Associates, Inc.

for

Santa Rosa Boulevard Improvements

This Agreement made on October 18, 2022 between *Board of County Commissioners of Okaloosa County* [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and *Halff Associates, Inc.* [CONSULTANT], a Texas Corporation authorized to conduct business in the State of Florida, having its principal office located at 2507 Callaway Road, Suite 100, Tallahassee, FL 32303.

RECITALS

WHEREAS, COUNTY requires the services of a qualified engineering firm to perform certain professional and technical services for proposed improvements to Santa Rosa Boulevard on Okaloosa Island, as determined by the COUNTY; and

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

WHEREAS, the CONSULTANT has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to the COUNTY dated July 13, 2022 in response to RFQ #PW 21-22.

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

SECTION 1. BASIC SERVICES

1.1. Recitals. The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ #PW 21-22 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

1.2. Basic Services. The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:

Professional services required for improvements to Santa Rosa Boulevard on Okaloosa Island which are generally described as roadway and drainage improvements, landscaping, lighting, structural, signalization, signage, and pavement markings. The limits of the work are along Santa Rosa Boulevard and connecting streets including County owned or controlled parks, easements and rights of way. The professional services may include, but not be limited to: engineering studies and design; surveys;

preparation of plans, specifications, and contract documents; preparation of cost estimates; coordination with existing utilities; coordination with FDOT and their consultants of proposed design and construction with the existing FDOT Brooks Bridge Replacement project; assistance in obtaining necessary federal, state, and local governmental agency permits; CEI (construction engineering and inspection); presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; and grant administration; bid phase assistance; and post-design services.

The COUNTY will issue Task Orders to the CONSULTANT describing the work required for each assignment to be undertaken under this AGREEMENT. No work will commence until a fully executed Task Order is received by the CONSULTANT.

1.3. Term of AGREEMENT. This AGREEMENT will become effective upon full execution of this document by both parties, and will be for a three (3) year period. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for additional two (2), one (1) year periods. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. Regarding the previous TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

SECTION 2. ADDITIONAL SERVICES

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

SECTION 3. OBLIGATIONS OF THE COUNTY

3.1. The COUNTY's Responsibilities. It is agreed that certain obligations shall be performed or furnished by the COUNTY. These obligations include:

- 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
- 3.1.2. Arranging for and holding promptly any required meetings.
- 3.1.3. Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.
- 3.1.4. Respond within a reasonable time to the CONSULTANT's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONSULTANT.

- 3.1.5. Giving prompt written notice to the CONSULTANT whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this AGREEMENT.

SECTION 4. General CONSULTANT Obligations.

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

SECTION 5. Contractor Indemnification and Claims.

- 5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and CONSULTANT for other contractor's negligence.
- 5.2. The COUNTY shall require construction contractor(s) to name the COUNTY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.
- 5.3. **Indemnification.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors or other persons employed or utilized by CONSULTANT in connection with Services performed under this Agreement.

SECTION 6. TIME SCHEDULE

6.1. Authorization. Unless otherwise directed by the COUNTY, in writing, the CONSULTANT shall commence the performance of the Basic Services defined by Task Order upon delivery of said Task Order fully executed by both parties which shall constitute Authorization to Proceed.

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

SECTION 7. AMOUNT AND METHOD OF PAYMENT

7.1. Method of Payment. For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with each authorized Task Order. CONSULTANT will submit invoices for each Task Order to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. CONSULTANT shall submit a progress report with each invoice. Within thirty (30) days of receipt of the invoice, the COUNTY shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within thirty (30) days, only that portion so reasonably contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close all future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.

7.2. Payment by the COUNTY. The COUNTY will process payment to the CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoice.

7.3. Compensation. The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on either a lump sum amount basis, or in accordance with CONSULTANT's rates, included as Exhibit A, for the actual time worked on the project. Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.

7.3.1. Direct Expenses are those necessary costs and charges incurred for the project as described in the Task Order and further explained in Exhibit A. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance

in the specific Task Order. Any and all direct expenses requested by the CONSULTANT shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent written and fully executed Amendment of this AGREEMENT.

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

SECTION 8. CHANGES

8.1. Written Authorization. The COUNTY may, at any time, by written fully executed amendment to the AGREEMENT, make changes in the services or work to be performed within the general scope of this AGREEMENT, including alterations, reductions, therein or additions thereto.

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

SECTION 9. DISPUTES

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

SECTION 10. DELAY OR SUSPENSION OF WORK

10.1. Convenience of the COUNTY. The COUNTY may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services for such period of time as the COUNTY may determine to be appropriate for the convenience of the COUNTY.

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

SECTION 11. TERMINATION OF AGREEMENT

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

SECTION 12. INSURANCE

12.1. CONSULTANTS INSURANCE

- 12.1.1. The CONSULTANT shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 12.1.2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 12.1.3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 12.1.4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
- 12.1.5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the CONSULTANT.

12.1.6. The County reserves the right at any time to require the CONSULTANT to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.

12.1.7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor.

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

12.2. WORKERS' COMPENSATION INSURANCE

12.2.1. The CONSULTANT 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 CONSULTANT 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.

12.2.2. CONSULTANT must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

12.2.3. No class of employee, including the CONSULTANT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

12.3. BUSINESS AUTOMOBILE LIABILITY

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

12.4. COMMERCIAL GENERAL LIABILITY INSURANCE

12.4.1. The CONSULTANT shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the CONSULTANT.

12.4.2. Commercial General Liability coverage shall include the following:

12.4.2.1. Premises & Operations Liability

12.4.2.2. Bodily Injury and Property Damage Liability

12.4.2.3. Independent Contractors Liability

12.4.2.4. Contractual Liability

12.4.2.5. Products and Completed Operations Liability

12.4.3. CONSULTANT shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

12.5. PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

12.6. INSURANCE LIMITS OF LIABILITY

12.6.1. 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	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage; \$1M each occurrence Products and Completed Operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M each claim

12.7. NOTICE OF CLAIMS OR LITIGATION

12.7.1. The CONSULTANT 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 CONSULTANT'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 CONSULTANT becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

12.8. INDEMNIFICATION & HOLD HARMLESS

12.8.1. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this contract.

12.9. CERTIFICATE OF INSURANCE

12.9.1. Certificates of insurance indicating the project name & number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

12.9.2. The CONSULTANT shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).

12.9.3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

12.9.4. In the event the contract term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

12.9.5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

12.9.6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.

12.9.7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the CONSULTANT's full responsibility.

12.9.8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

12.10. GENERAL TERMS

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

- 12.10.2. Any exclusions or provisions in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.
- 12.10.3. The carrying of the insurance described shall in no way be interpreted as relieving the CONSULTANT of any responsibility under this contract.
- 12.10.4. Should the CONSULTANT engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
- 12.10.5. The CONSULTANT hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

12.11. EXCESS/UMBRELLA INSURANCE

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

SECTION 13. GENERAL PROVISIONS

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

13.9.1. Representatives.

13.9.1.1. The authorized representatives of the COUNTY shall be:

Name: Jason Autrey, P.E.
Title: Public Works Director
Company: Okaloosa County Public Works Dept.
Address: 1759 S. Ferdon Blvd.
Crestview, FL 32536
Telephone: 850.689.5772
E-Mail: jautrey@myokaloosa.com

13.9.1.2. The authorized representative for CONSULTANT shall be:

Name: Mark Llewellyn Jr., P.E.
Title: VP/Florida Panhandle Operations Mgr.
Company: Halff Associates, Inc.
Address: 2507 Callaway Road, Suite 100
Tallahassee, FL 32303
Telephone: 850.224.4400
E-Mail: mllewellynjr@halff.com

13.3.1.3 Courtesy copy to:

Contracts & Leases Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Fax: 850.689.5998

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

13.10. Entire AGREEMENT. This AGREEMENT, including any Amendments, schedules, attachments and referenced documents, is the entire agreement between the COUNTY and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and fully executed by the COUNTY and CONSULTANT. Attachments included and incorporated herein by reference are:

13.10.1. Exhibit A - Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services.

13.10.2. Exhibit B - CONSULTANTS proposal submittal to the COUNTY for RFQ #PW 21-22.

13.10.3. Exhibit C - Standard Contract Clauses-Title VI

13.11. Governing Law & Venue This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.

13.12. Compliance with the Law. CONSULTANT shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this AGREEMENT. CONSULTANT acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.

13.13. Waivers and Severability. Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

13.14. Covenants.

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

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

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

13.16. Unauthorized Employment. The employment of unauthorized aliens by CONSULTANT and any subcontractors subcontracted by the CONSULTANT is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONSULTANT knowingly

employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13.17. Confidentiality and Public Records.

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

13.17.2. Notwithstanding the foregoing, CONSULTANT shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation, including but not limited to, Florida Statutes Chapter 119; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) the COUNTY consents in writing (4) the information is/ or becomes part of the public domain through no fault or negligence of CONSULTANT; or (5) CONSULTANT lawfully possessed the information prior to receipt from the COUNTY, provided however, in the event the CONSULTANT shall be so required to disclose any such information pursuant to (1) or (2) above, CONSULTANT shall prior to disclosure, give notice to the COUNTY, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

13.17.3. Public Records. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536. PHONE: (850) 689-5977 riskinfo@myokaloosa.com.** CONSULTANT must comply with the public records laws, Florida Statute Chapter 119, specifically CONSULTANT must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT 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 CONSULTANT keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the

public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- 13.18. Conflict of Interest.** CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.
- 13.19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third-party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- 13.20. Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- 13.21. Publicity.** CONSULTANT shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.
- 13.22. Taxes.** CONSULTANT agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, as it pertains to this AGREEMENT. CONSULTANT further agrees that it shall protect, reimburse, and indemnify the COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.
- 13.23. CONSULTANT's Personnel at Construction Site.**
- 13.23.1. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.
- 13.23.2. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

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

SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

14.7. This AGREEMENT is subject to the following special provisions:

- 14.7.1. Opinions of Cost, Financial Considerations, and Schedules.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, CONSULTANT makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. The COUNTY will employ an independent cost estimator, contractor, or other appropriate advisor if the COUNTY requires greater assurance as to any element of cost, feasibility, or schedule.
- 14.7.2. Advertisements, Permits, and Access.** Unless otherwise agreed to in the executed Task Orders, the COUNTY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or project construction.
- 14.7.3. CONSULTANT's Deliverables.** CONSULTANT's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONSULTANT are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- 14.7.4. Legal Assistance.** The Scope of Services in this AGREEMENT does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONSULTANT by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.
- 14.7.5. Audit and Record Keeping.** The COUNTY and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONSULTANT with the terms, conditions, obligations, limitations, restrictions and requirements of this AGREEMENT and such right shall extend for a period of five (5) years after termination

of this AGREEMENT. The CONSULTANT shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

SECTION 15. AUTHORIZATION FOR EXECUTION

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

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

COUNTY
Board of County Commissioners of
Okaloosa County

CONSULTANT
Half Associates, Inc.

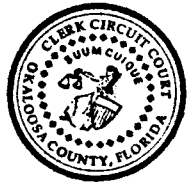
By: Mel Ponder
Mel Ponder
Title: Chairman



By: Mark Llewellyn Jr, PE
Mark Llewellyn Jr, PE
Title: Vice President

Attested: J.D. Peacock II, Clerk
J.D. Peacock II, Clerk

Witness 1: [Signature]
Witness 2: [Signature]



***** END *****

Exhibit "A"

Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

A.1 BASIS OF COMPENSATION

1. As consideration for providing Services set forth herein under Section 1, Basic Services and Section 2, Additional Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated in the attached Standard Hourly Rate Schedule. In the event there is a conflict between any provisions in the Standard Hourly Rate Schedule and this Exhibit A, the terms in Exhibit A shall control.
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.



Standard Hourly Rate Schedule

(Valid August 1, 2022 to August 1, 2025)

<u>Engineers</u>	<u>Hourly Rates</u>
Principal/Officer – Professional Engineer <i>(e.g., Executive Vice President, Senior Vice President)</i>	\$300.00
Engineering Department Manager <i>(e.g., Operations Manager, Santa Rosa Boulevard PM/EOR)</i>	\$275.00
Senior Professional Engineer <i>(e.g., Team Leader, Senior Project Manager)</i>	\$265.00
Professional Engineer <i>(e.g., Civil Engineer, Project Manager)</i>	\$152.00
Project Engineer <i>(e.g., Graduate Civil Engineer, +4yrs)</i>	\$140.00
Licensed Engineer Intern <i>(e.g., Graduate Civil Engineer, 2-4yrs)</i>	\$120.00
Graduate Engineer <i>(e.g., Graduate Civil Engineer, 0-2yrs)</i>	\$110.00
Engineering Student Intern <i>(e.g., Intern)</i>	\$55.00
<u>Technicians</u>	
Senior ITS Manager <i>(e.g., Director of ITS, Practice Leader)</i>	\$310.00
Supervisory Technician/CADD <i>(e.g., Project Manager/Senior Designer, Senior Design Professional)</i>	\$180.00
Senior Technician/CADD <i>(e.g., Design Professional)</i>	\$140.00
Design Technician/CADD <i>(e.g., CADD Technician, 4+yrs)</i>	\$90.00
Technician <i>(e.g., CAD Technician, 0-4yrs)</i>	\$75.00
<u>GIS</u>	
Principal/Officer – Senior Spatial Analyst <i>(e.g., GIS Team Leader, GIS Analyst IV)</i>	\$180.00
Senior Spatial Analyst <i>(e.g., GIS Analyst III)</i>	\$140.00
Spatial Analyst <i>(e.g., GIS Analyst II)</i>	\$110.00
GIS Specialist <i>(e.g., GIS Analyst I)</i>	\$75.00
<u>Landscape Architects</u>	
Principal/Officer – Professional Landscape Architect <i>(e.g., LA Practice Leader)</i>	\$230.00
Senior Professional Landscape Architect <i>(e.g., Planning/LA Team Leader, Senior Landscape Architect)</i>	\$160.00
Professional Landscape Architect <i>(e.g., LA Project Manager, Landscape Architect)</i>	\$140.00



Standard Hourly Rate Schedule

(Valid August 1, 2022 to August 1, 2025)

Senior Landscape Designer <i>(e.g., Senior Landscape Designer)</i>	\$115.00
Landscape Designer <i>(e.g., Landscape Designer)</i>	\$85.00
<u>Planners</u>	
Principal/Officer – Land Planner <i>(e.g., Director of Planning, Planning Team Leader)</i>	\$275.00
Senior Planner <i>(e.g., Senior Planner)</i>	\$145.00
Professional Planner <i>(e.g., Urban/Community Planner)</i>	\$115.00
Project Planner <i>(e.g., Planner/Urban Designer)</i>	\$85.00
<u>Administration</u>	
Executive Administrative Assistant <i>(e.g., Executive Assistant, Project Accountant, Project Tech)</i>	\$115.00
Administrative Assistant <i>(e.g., Administrative Assistant)</i>	\$80.00
<u>Construction Engineering & Inspection (CE&I)</u>	
Senior Project Engineer <i>(e.g., Construction Services Team Leader)</i>	\$280.00
Project Administrator	\$172.00
Assistant Project Administrator	\$119.00
Senior Inspector	\$123.00
Inspector	\$88.00
Inspector Aid	\$63.00
CEI Secretary	\$88.00
Contract Support Specialist	\$123.00
Associate Contract Support Specialist	\$ 95.00
Resident Compliance Specialist	95.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

Courier Service	Government Permitting Fees
Maps / GIS Data	Prints, Copies, Plots, Plans
Mileage, Parking, Tolls	Subconsultant Fees
Postage and Overnight Mail	Telephone/Conferencing
Travel (lodging, rental car, per diem)	Miscellaneous Services



Standard Hourly Rate Schedule

(Valid August 1, 2025 to August 1, 2027)

<u>Engineers</u>	<u>Hourly Rates</u>
Principal/Officer – Professional Engineer <i>(e.g., Executive Vice President, Senior Vice President)</i>	\$353.00
Engineering Department Manager <i>(e.g., Operations Manager, Santa Rosa Boulevard PM/EOR)</i>	\$316.00
Senior Professional Engineer <i>(e.g., Team Leader, Senior Project Manager)</i>	\$305.00
Professional Engineer <i>(e.g., Project Manager, Civil Engineer)</i>	\$184.00
Project Engineer <i>(e.g., Graduate Civil Engineer, +4yrs)</i>	\$165.00
Licensed Engineer Intern <i>(e.g., Graduate Civil Engineer, 2-4yrs)</i>	\$142.00
Graduate Engineer <i>(e.g., Graduate Civil Engineer, 0-2yrs)</i>	\$130.00
Engineering Student Intern <i>(e.g., Intern)</i>	\$65.00
<u>Technicians</u>	
Senior ITS Manager <i>(e.g., Director of ITS, Practice Leader)</i>	\$353.00
Supervisory Technician/CADD <i>(e.g., Project Manager/Senior Designer, Senior Design Professional)</i>	\$218.00
Senior Technician/CADD <i>(e.g., Design Professional)</i>	\$171.00
Design Technician/CADD <i>(e.g., CADD Technician, 4+yrs)</i>	\$112.00
Technician <i>(e.g., CAD Technician, 0-4yrs)</i>	\$89.00
<u>GIS</u>	
Principal/Officer – Senior Spatial Analyst <i>(e.g., GIS Team Leader, GIS Analyst IV)</i>	\$218.00
Senior Spatial Analyst <i>(e.g., GIS Analyst III)</i>	\$171.00
Spatial Analyst <i>(e.g., GIS Analyst II)</i>	\$130.00
GIS Specialist <i>(e.g., GIS Analyst I)</i>	\$89.00
<u>Landscape Architects</u>	
Principal/Officer – Professional Landscape Architect <i>(e.g., LA Practice Leader)</i>	\$277.00
Senior Professional Landscape Architect <i>(e.g., Planning/LA Team Leader, Senior Landscape Architect)</i>	\$189.00
Professional Landscape Architect <i>(e.g., LA Project Manager, Landscape Architect)</i>	\$171.00



Standard Hourly Rate Schedule

(Valid August 1, 2025 to August 1, 2027)

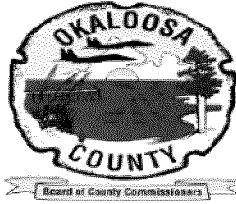
Senior Landscape Designer <i>(e.g., Senior Landscape Designer)</i>	\$136.00
Landscape Designer <i>(e.g., Landscape Designer)</i>	\$100.00
<u>Planners</u>	
Principal/Officer – Land Planner <i>(e.g., Director of Planning, Planning Team Leader)</i>	\$322.00
Senior Planner <i>(e.g., Senior Planner)</i>	\$177.00
Professional Planner <i>(e.g., Urban/Community Planner)</i>	\$136.00
Project Planner <i>(e.g., Planner/Urban Designer)</i>	\$100.00
<u>Administration</u>	
Executive Administrative Assistant <i>(e.g., Executive Assistant)</i>	\$142.00
Administrative Assistant <i>(e.g., Administrative Assistant)</i>	\$94.00
<u>Construction Engineering & Inspection (CE&I)</u>	
Senior Project Engineer <i>(e.g., Construction Services Team Leader)</i>	\$ 328.00
Project Administrator	\$ 207.00
Assistant Project Administrator	\$ 144.00
Senior Inspector	\$149.00
Inspector	\$ 109.00
Inspector Aid	\$ 77.00
CEI Secretary	\$ 109.00
Contract Support Specialist	\$149.00
Associate Contract Support Specialist	\$ 116.00
Resident Compliance Specialist	\$ 116.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

Courier Service	Government Permitting Fees
Maps / GIS Data	Prints, Copies, Plots, Plans
Mileage, Parking, Tolls	Subconsultant Fees
Postage and Overnight Mail	Telephone/Conferencing
Travel (lodging, rental car, per diem)	Miscellaneous Services

Exhibit "B"
Consultant's Proposal



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
SANTA ROSA BLVD DESIGN & CEI ENGINEERING SERVICES

RFQ NUMBER:
RFQ PW 21-22

ISSUE DATE: March 21, 2022 at 8:00 A.M. CST
LAST DAY FOR QUESTIONS: April 08, 2022 at 3:00 P.M. CST
RFQ OPENING DATE & TIME: April 21, 2022 at 3:00 P.M. CST

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

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be submitted electronically by the time and date listed above. Responses may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified

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

COMPANY NAME Halff Associates, Inc.

MAILING ADDRESS
2507 Callaway Road, Suite 100

CITY, STATE, ZIP Tallahassee, Florida 32303

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 75-1308699

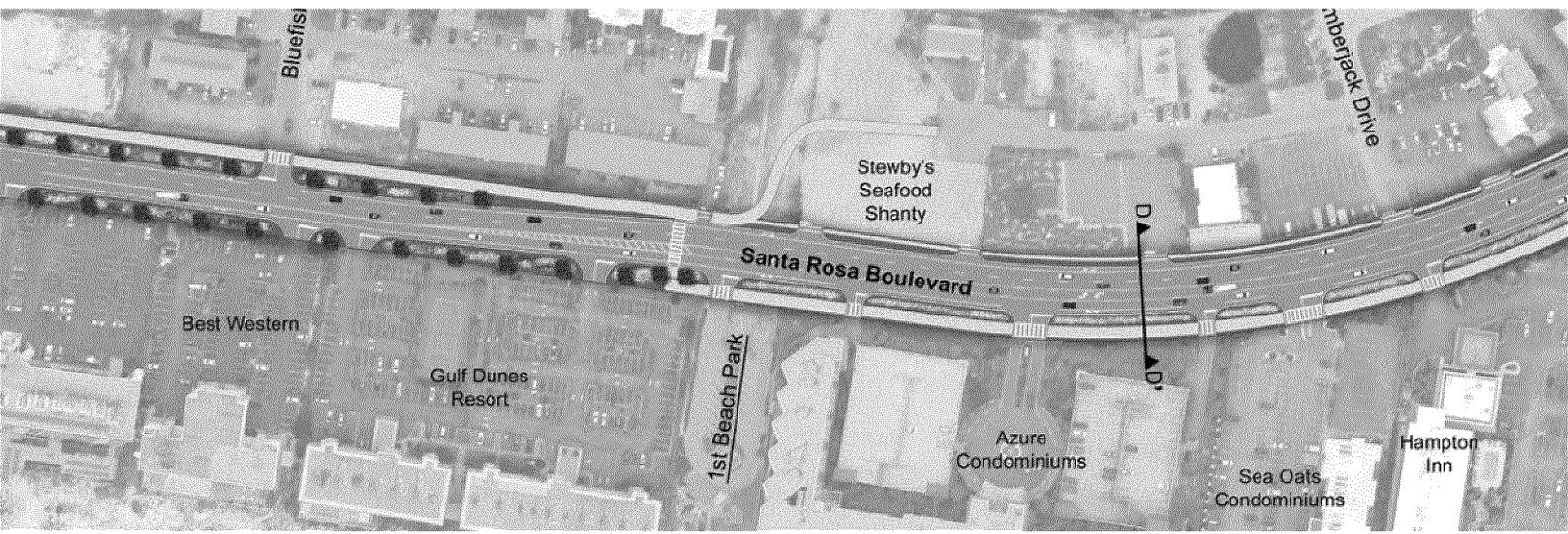
TELEPHONE NUMBER: (850) 848-9411 EXT: FAX: (850) 681-3600

EMAIL: mlllewellynjr@Halff.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID 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 BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: PRINTED NAME: Mark Llewellyn, Jr, PE

TITLE: Vice President, Operations Manager DATE: April 21, 2022

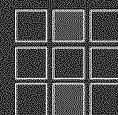


OKALOOSA COUNTY

SANTA ROSA BOULEVARD DESIGN & CEI
ENGINEERING SERVICES

RFQ PW 21-22

April 21, 2022



HALFF[®]

April 20, 2021

Jeff Hyde, Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

RE: RFQ PW 21-22 – Santa Rosa Boulevard Design & CEI Engineering Services

Dear Mr. Hyde:

Over the last two years, Halff Associates, Inc. (Halff) has supported the conceptualization of the Santa Rosa Boulevard project. In addition, our team previously completed the planning and designing of all six beach parks along the corridor. From this experience, and our other successful corridor revitalization projects, we are uniquely qualified and knowledgeable to provide the County with the exceptional design and CEI services required to deliver this project. Halff is excited for the opportunity to continue our work towards revitalizing Santa Rosa Boulevard with Okaloosa County.

Halff has seven offices in Florida including Crestview, Panama City Beach, Chipley, and Tallahassee. Our assembled team of local professionals are highly qualified, experienced specifically with Santa Rosa Boulevard, and have proven success in similar design and CEI services. Listed below are the lead Halff offices and subconsultants for specific tasks:

- ✔ Design efforts will be led by Halff from our Tallahassee office with support from our Crestview and Chipley offices.
- ✔ CEI efforts will be led by Halff from our Crestview office.
- ✔ Surveying services will be led by Southeastern Survey & Mapping Corporation (SSMC).
- ✔ Geotechnical investigation will be led by Environmental & Geotechnical Specialists, Inc. (EGS).

The Halff personnel committed to this project have extensive local experience and a proven track record of delivering award-winning projects in Florida's Panhandle region. Through our previous work and extensive preparation, we are ready to begin work on this challenging and rewarding project. We would be honored to continue supporting Okaloosa County's vision for Santa Rosa Boulevard. If you have any questions, feel free to call me directly at (850) 848-9411.

Sincerely,

Halff Associates, Inc.



Mark Llewellyn Jr, PE
Vice President/Florida Panhandle Operations Manager

HALFF ASSOCIATES, INC.

924 NORTH FERDON BOULEVARD
CRESTVIEW, FL 32536

TEL (850) 224-4400
WWW.HALFF.COM

2. DESIGN EXPERIENCE OF FIRM/ TEAM MEMBERS

Halff has been completing transportation planning and design projects in Okaloosa County, and throughout the Florida Panhandle, for more than three decades. During this time, Halff personnel have established strong relationships with the primary stakeholders involved with this project, including FDOT. These same key personnel will be dedicated to the Santa Rosa Boulevard project, from initial survey and design tasks to final completion of construction. As described in our Letter of Interest, **Halff has been supporting this project for over two years, and previously completed the planning and design of all six beach parks along the corridor.** Our corridor revitalization experience was called upon to conceptualize the three-phase design and construction scenarios proposed by the County in this RFQ. Our team has been preparing to successfully complete this project for more than two years. Our knowledge gained from our experience along this corridor makes us uniquely qualified and prepared to hit the ground running, if selected.

We share the same enthusiasm and dedication for this project that we've observed from County staff at our many coordination and pre-marketing meetings. Our priority will be to complete this project on schedule to satisfy the County's goals and expectations. To reinforce the following descriptions of our extensive design experience, qualifications of all Halff team members are provided in Section 5: Organization & Staffing which begins on page 28 with an organization chart followed by resumes. Each of these individuals are highly qualified in their respective areas of expertise and have been selected based on the specific engineering, surveying, environmental, landscaping and CEI needs for Santa Rosa

Boulevard. If necessary, our project team can be supported by a larger staff of personnel from other Halff offices located throughout the southeastern United States, should the County need to accelerate the project design schedules.

We are highly experienced with the task work order approach described in this RFQ and hold similar contracts throughout the Florida Panhandle with state and local governments including:

- Okaloosa County
- Walton County
- Santa Rosa County
- Bay County
- Leon County
- Wakulla County
- Florida Department of Transportation
- Florida Department of Environmental Protection
- Florida Housing Finance Corporation
- Florida Fish & Wildlife Conservation Commission
- City of Panama City Beach
- City of Panama City
- City of Tallahassee

In addition to our history of work along Santa Rosa Boulevard, our team has extensive corridor revitalization experience involving roadway and stormwater design, landscape architecture, pedestrian and bicycle upgrades, FDOT coordination, public engagement, and CEI services. The project descriptions which begin on page 5 have been selected to highlight the Halff team's past performance working on successful projects. Each sample project provides a brief description of project services provided by Halff and relevance to the Santa Rosa Boulevard project.

Service Experience Summary

Roadway Revitalization Design

The Halff team excels at roadway revitalization projects that include pedestrian, bicycle, and landscaping improvements. Our Project Manager Mark Llewellyn Jr, PE, and lead landscape architect Joe Petrich, PLA, have worked together on similar challenging projects over the past 18 years such as Gaines Street, Franklin Boulevard, and even this Santa Rosa Boulevard project. Mark and Joe are joined by an equally experienced roadway design team that stands ready to provide exceptional service to Okaloosa County.

Stormwater Engineering

Our extensive experience in coastal area stormwater projects, including all six beach parks along Santa Rosa Boulevard, will be utilized by Bryant King, our stormwater lead for this project. Bryant has 25 years of stormwater design experience in the Florida panhandle including conveyance, treatment, and attenuation.

Utility Coordination

Our past experience on transportation projects has shown us that early utility coordination is vital in project design. Melissa Pennington, PE, has experience working with all utility owners along the project and will make sure collaboration with the design team is successful.

Geotechnical Engineering

EGS, led by Tom Hayden, PE, will bring historical geotechnical knowledge and experience on Okaloosa Island to the team. EGS fully understands soil and pavement conditions through their recent work in the area.

Surveying & Mapping

Lee Anderson, PSM, of SSMC, will spearhead the survey field and office work necessary for the design and plans of the project. SSMC has been providing services in the Florida panhandle for decades and will use seasoned crews from the Chipley office for Santa Rosa Boulevard.

CEI Services

Halff has been involved with CEI tasks on many complex roadway and trail projects. Our experienced inspectors, administrators, and management personnel will be called upon to bring this project to fruition. Halff's Crestview office will provide the CEI staff needed for each phase under the direction of Elizabeth Moczynski, PE.

Landscape Architecture

Halff has a demonstrated history of providing innovative and intelligent landscaping plans in the Florida panhandle, specifically along linear infrastructure projects. Our team has served FDOT District 3 for more than 15 years on continuing service contracts. The team will provide aesthetically pleasing landscaping that is prepared within construction budget, and with future ease of maintenance considerations built into the design.

Permitting

Halff has long-established, positive relationships with the permitting agencies, and we understand the rules and regulations at the Federal, State and local levels. Our team can obtain permits in a timely manner to accomplish project goals.

Lighting

We are highly experienced in designing context-sensitive lighting solutions to improve safety along corridors with complete street elements. Our team is prepared to incorporate illumination at mid-block crossings into the project design.

Environmental

Our team's ecologists and biologists have extensive experience and knowledge in identifying, minimizing, and avoiding impacts to any protected features, such as listed species and wetlands, along a project corridor. The team's early knowledge of any natural constraints along the 2.2 miles of roadway will greatly minimize, or eliminate, unnecessary delays and complicated permitting issues.

Key Personnel Experience

Mark Llewellyn Jr, PE | Project Manager

Mark has 18 years of multidiscipline engineering experience including corridor revitalization, transportation planning, roadway design, roadway safety planning, and FDOT project coordination. Mark managed the conceptual development of this Santa Rosa Boulevard Design & CEI project and has extensive experience in completing similar complex projects. His experience includes serving as Project Manager (PM) and Engineer of Record (EOR) for similar revitalization projects such as FAMU Way and County Hwy 30A, and similar task order based contracts such as Okaloosa County's LAP contract.

Joe Petrich, PLA | Lead Landscape Architect

Joe served as lead Landscape Architect for the development of Santa Rosa Boulevard concepts and also all six beach parks along the corridor. Joe has more than 30 years of experience in corridor-focused landscape architecture and project construction. Joe has managed the landscape/hardscape design of similar complex corridors such as Gaines Street and Franklin Boulevard.

Bryant King, PE | Deputy Project Manager

Bryant is experienced in a variety of stormwater planning, design, flood mitigation and flood hazard determination in the public sector. He has worked with municipalities, state agencies and other local agencies/commissions throughout Florida and in South Georgia.

Elizabeth Moczynski, PE | CEI Lead

Elizabeth leads Halff's Crestview office and has 10 years of experience in the construction industry. Elizabeth has served the Florida Department of Transportation and local municipalities on roadway construction projects throughout the Florida Panhandle. She is also supported by a seasoned team of CEI staff.

Responsibilities & Experience

Halff Associates, Inc.

Halff will be the prime consultant for the Santa Rosa Boulevard project. In this role, we will be responsible for overall project management, roadway and trail design, stormwater engineering, utility coordination, permitting, landscape design, lighting, and will lead the CEI efforts during construction. Halff will also oversee the QA/QC process, including oversight of our subconsultants.

Environmental & Geotechnical Specialists, Inc.

EGS has provided geotechnical and environmental services in Okaloosa County for over three decades. In



addition, EGS and Halff have worked together on similar complex roadway projects such as FAMU Way. EGS recently completed the Gulf Islands National Seashore National Park and US 98 Pavement Condition Survey projects and will deliver the subsurface drilling, soil sampling, laboratory testing, and geotechnical recommendations necessary to complete this project.

Southeastern Surveying & Mapping Corporation

SSMC has provided surveying services on Halff projects for more than 20



years. Founded in Orlando in 1972, SSMC is an independent, 100% employee-owned geomatics services firm providing professional surveying and mapping, subsurface utility engineering (SUE), and geographic information systems (GIS) services serving Florida and the Southeastern United States. At the forefront of technology, SSMC uses state-of-the-art equipment, leading-edge software, and cutting-edge processes to drive results.

FAMU Way Planning & Design

City of Tallahassee | Tallahassee, FL



RELEVANCY TO SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES

- ✓ Complete Street design with emphasis on pedestrians and bicyclists
- ✓ Identical three-phased project approach
- ✓ Extensive coordination with connecting FDOT project
- ✓ Construction phase support services
- ✓ Safety focused due to heavy pedestrian and vehicle interaction

For the revitalization of Santa Rosa Boulevard to succeed, it must follow a similar approach as FAMU Way. Halff completed the transportation planning, traffic engineering, roadway design, stormwater, and pond design for the FAMU Way corridor. This premier, complete street project connects FAMU and FSU, and delivered many mobility options along a busy corridor such as a shared-use path, bike lanes, and mid-block crossings. Halff completed extensive traffic analysis and planning for multiple alignments and typical sections. Once the preferred alternative was selected, Halff supported the design of each phase. Mark Llewellyn Jr, PE, supported all planning and design tasks, served as lead roadway engineer for Phase 2, and PM/EOR for Phase 3 and 4. Similar to the Santa Rosa Boulevard project, design services for FAMU Way were completed through multiple task work orders. In addition, the project was completed in three construction phases. FAMU Way serves as a perfect example of how the Halff team will deliver for Okaloosa County on this important project.

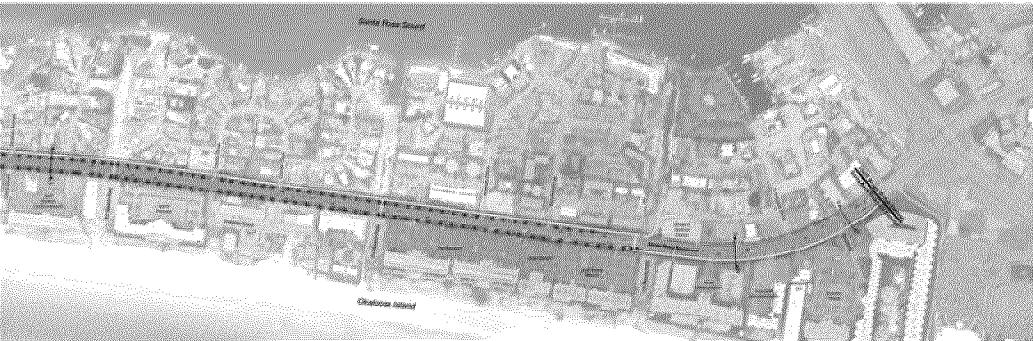
✂ TYPE OF WORK: Corridor Planning; Roadway Design; Stormwater Engineering; Traffic & Intersection Engineering; Stormwater Management Design; Design & Permitting; Corridor Revitalization; Pedestrian & Bicyclist Safety Study; Roundabout Feasibility & Design; Lighting Design

➤ SUBCONSULTANTS: EGS

🏆 AWARDS: FAMU Way (Phase I-Phase III) Civil Engineer + Structural Magazine - Yearbook of Engineering Achievement and Summit Award; FAMU Way (Phase I-Phase III) 2022 Project of the Year (Transportation More Than \$25 Million Category); Florida Chapter of the American Public Works Association (APWA); 2021 American Council of Engineering Companies Florida Engineering Excellence Gold - Transportation; 2018 FAMU Way Phase 2 Roadway Improvements & Capital Cascades Trail Segment 3d-A, Project of the Year (Multifunction Category, Greater than \$5 million), Big Bend Chapter of the American Public Works Association (AWPA); 2016 APWA Big Bend Chapter Project of the Year Award, Multi-Function Category

Santa Rosa Boulevard

Okaloosa County Public Works | Okaloosa County, FL



RELEVANCY TO SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES

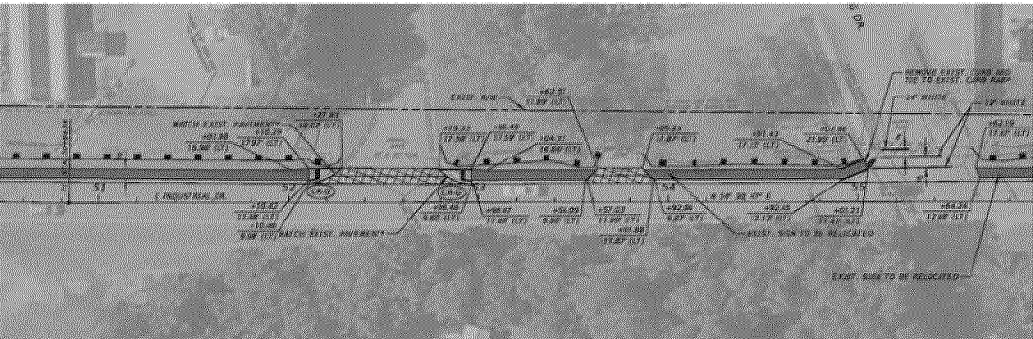
- ✓ Project planning and conceptualization
- ✓ County and stakeholder collaboration
- ✓ Corridor revitalization

Halff supported the corridor revitalization planning and public involvement for Santa Rosa Boulevard in close coordination with Okaloosa County. This 4-lane, divided roadway currently provides access along Okaloosa Island for residents and vacationers; however, the existing roadway has inadequate pedestrian and bicyclist facilities and no longer meets the needs of the community. Okaloosa County entrusted the Halff team with the development and presentation of alternative corridor enhancements. Halff prepared renderings, public meeting materials, and conducted public involvement to identify public preferences for various project elements. **Halff has been supporting the development of this project for 2 years.**

✂ TYPE OF WORK: Corridor Revitalization Planning; Rendering & Visualization; Public Involvement; County & Stakeholder Coordination

Okaloosa County Continuing Services

Okaloosa County | Okaloosa County, FL



RELEVANCY TO SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES

- ✓ Pedestrian facility planning and design
- ✓ Utility coordination
- ✓ Design within limited right of way
- ✓ Task order based contract
- ✓ Stormwater permitting

Halff completed design, permitting and cost estimating for constructing new pedestrian facilities along five residential streets within Okaloosa County. Funding for these projects was provided by the Florida Department of Transportation through the Local Agency Program (LAP). Design efforts included drainage improvements, miscellaneous structure designs, pavement markings, signage, utility coordination and assisting the County with right of way acquisition.

✂ TYPE OF WORK: Planning & Design; Utility Coordination; Corridor Revitalization; Permitting

🕒 SUBCONSULTANTS: EGS & SSMC



Franklin Boulevard Planning & Design

Blueprint Intergovernmental Agency | Tallahassee, FL



RELEVANCY TO SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES

- ✓ Corridor revitalization project
- ✓ Resolved existing stormwater issues
- ✓ Design of complete street elements
- ✓ Vehicle lane reduction and repurposing
- ✓ Complex design in heavy pedestrian and bicyclist area

The same Halff team members designated for the Santa Rosa Boulevard project provided the desired corridor enhancements along Franklin Boulevard. The improvements included the conversion of an open drainage conveyance system to a continuous concrete box culvert, decreasing existing vehicle lanes from four to two, and adding bike lanes, a multi-purpose trail, and sidewalk. To establish a sense of place for this corridor, pedestrian crossings with patterned crosswalks, decorative street lighting, hardscape amenities, and landscaping plantings were provided. Signalization improvements were included to the Pensacola Street and Park Avenue intersections. In addition, a traffic study was completed to support the reduction of lanes from two to four.

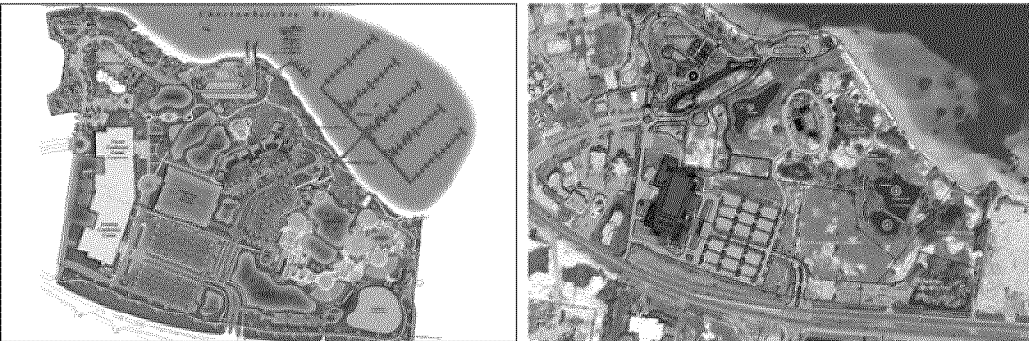
✂ TYPE OF WORK: Landscape & Hardscape Design; Drainage Design; Roadway Design; Environmental Permitting; NEPA Documentation; Multi-Use Path; Construction Admin

🕒 SUBCONSULTANTS: EGS

🏆 AWARDS: 2013 Florida APWA Transportation Project of the Year; 2014 Florida Institute of Consulting Engineers (FICE) State Engineering Excellence - Water - Stormwater Category

Okaloosa Island Master Plan

Okaloosa County Tourism Development Council | Okaloosa County, FL



RELEVANCY TO SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES

- ✓ Evaluation of impacts to residential & commercial neighborhoods
- ✓ Identify uses for future development
- ✓ Impact to general public consideration

The Master Plan for this 52-acre site included the new Okaloosa County Conference Center, re-design of Marler Park, re-alignment of an existing par 3 golf course, refurbishment of the existing miniature golf course, and site for a future War Memorial. Upon approval of the Master Plan, Halff prepared construction documentation for the 13-acre Marler Park Site. The design included a grand lawn, central restroom facility, new picnic shelters, environmental interpretive area, tot lot, public beach, fishing pier, stormwater retention, and three boat launch ramps.

✂ TYPE OF WORK: Community Design & Regional Planning; Land Use Planning; Impact Analysis; Adjacent Area Considerations



Gaines Street Revitalization

City of Tallahassee | Tallahassee, FL



RELEVANCY TO SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES

- ✓ Lane repurposing (road diet) project
- ✓ Corridor revitalization
- ✓ Heavy vehicle and pedestrian volumes
- ✓ Enhanced landscape and hardscape
- ✓ Phased construction

Gaines Street previously consisted of a four-lane roadway with very limited pedestrian facilities. Halff was entrusted with the planning and design of a substantial corridor revitalization which included a road diet (reduction to two-vehicle lanes), pedestrian and cyclist-friendly amenities, and landscaping. Emphasizing pedestrian safety at intersections required narrower roadways, bulb-outs, and wider crosswalks. Significant coordination was provided by Halff that resulted in project success with a multitude of stakeholders including FDOT, citizen organization, and many private and government entities.

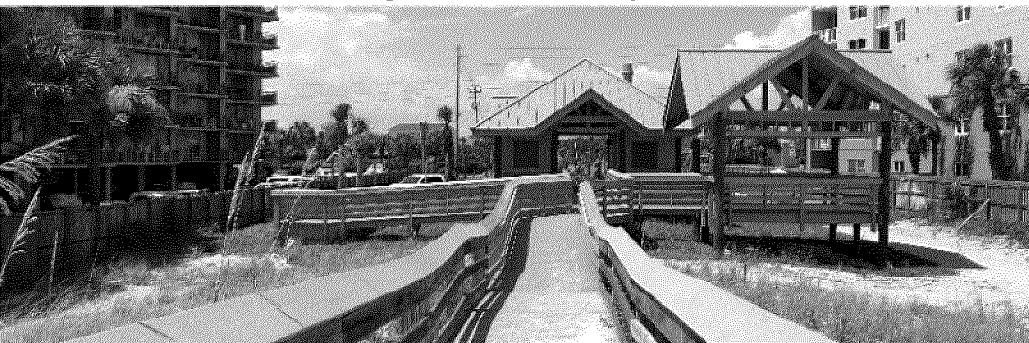
TYPE OF WORK: Safety Planning; Complete Streets Design; Landscape Architecture; Stormwater Engineering; Permitting

SUBCONSULTANTS: EGS

AWARDS: 2014 APWA Big Bend Chapter Best Performance; 2014 Florida Redevelopment Association's (FRA) Roy F. Kenzie Award for Capital Projects; 2013 Urban Land Institute (ULI) North Florida Awards for Excellence; 2011 APWA Multifunction & Best Performance Categories Award

1st, 2nd, 3rd, 4th, 5th, & 6th Beach Park Access

Okaloosa County Tourist Development Council | Okaloosa County, FL



RELEVANCY TO SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES

- ✓ Included six projects along Santa Rosa Boulevard
- ✓ Coastal permitting
- ✓ Landscape architecture with pedestrian amenities

Halff provided site planning and civil engineering services for all six beach access sites for the Okaloosa County Tourist Development Department. The sites are located on the south side of Santa Rosa Boulevard on Okaloosa Island, adjacent to the Gulf of Mexico. The 1.4-acre sites are within the County owned and maintained right of way. Each site provides a public restroom, picnic pavilion, parking improvements, landscape enhancements, and pedestrian connectivity to the existing dune crossover boardwalk systems.

TYPE OF WORK: Pedestrian Facility Planning & Design; Landscape Architecture; Civil Engineering; Environmental Permitting; County & Stakeholder Coordination

CEI: US 98, Emerald Bay Drive to Tang-O-Mar Drive

Florida Department of Transportation District 3 | Walton County, FL



RELEVANCY TO SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES

- ✓ Roadway reconstruction
- ✓ High profile/visibility location
- ✓ Pedestrian accommodations and additions
- ✓ Phased construction
- ✓ Utility coordination

This project involves full reconstruction and widening of US 98 from a 4-lane rural to 6-lane urban typical section. This 1,090 original days, \$44 million construction project includes extensive maintenance of traffic phasing, four new detention ponds, conversion of drainage from open ditch to closed system, and six new mast arm signalized intersections. The project involves utility coordination and is located in a densely populated business corridor in Miramar Beach that is also a popular tourist destination with heavy seasonal traffic.

✂ TYPE OF WORK:

Construction Administration/
CEI

CEI: SR 30, CR 30A East Inlet Beach Pedestrian Crossing

Florida Department of Transportation District 3 | Walton County, FL

This tunneled pedestrian bridge project includes a three-sided box culvert on the east side of the SR 30 (US 98)/CR 30A intersection. The culvert will be 12-feet wide by 8-feet high with an ADA compliant ramp terminus in front of Shades Bar & Grill and the Donut Hole restaurant, both located in the 30Avenue Shopping Center. Lighting will be provided on the ramps leading to the culvert as well as inside the culvert. The existing drainage trunk line will be rerouted, and other drainage structures impacted by the MOT diversion will be replaced. The project will also add an eastbound to southbound right turn lane. Existing travel lanes, auxiliary lanes, median crossovers, paved shoulders, sidewalks and multi-use paths will be restored to the current configuration. The existing signal will be modified to accommodate MOT diversions, and the two mast arms on the south side of the intersection will be replaced. This project also includes constructing a pump station, generator, manholes, and is scheduled to be completed within 395 days.

RELEVANCY TO SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES

- ✓ High-visibility location
- ✓ Bustling tourist destination
- ✓ Phased construction
- ✓ Drainage installation
- ✓ Utility coordination
- ✓ Aesthetic features
- ✓ Pedestrian accommodations

✂ TYPE OF WORK:

Construction Administration/
CEI

CR 30A Revitalization & Drainage Improvements

Walton County BCC | Santa Rosa Beach, FL



RELEVANCY TO SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES

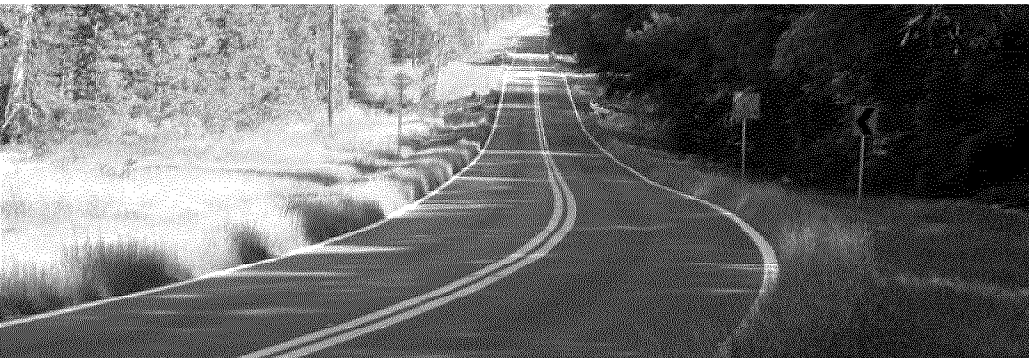
- ✔ Coastal corridor revitalization
- ✔ Heavy pedestrian and bicycle volumes
- ✔ Adjacent beach access

Halff provided planning and design services to revitalize CR 30A in Seagrove Beach between Camelia Street and Cambell Street. The design included the implementation of a 10-foot wide multi-use path and a 6-foot sidewalk along CR 30A throughout the project limits. Desired improvements required the design of full roadway reconstruction, stormwater solutions, pedestrian facilities, and significant utility relocation.

✘ TYPE OF WORK: Roadway Design; Drainage Design; Beach Outfall Coordination; Shared-Use Path Design; Coaster Permitting; Pedestrian & Bicycle Safety Evaluation; Complete Street Design

Design & CEI: CR 183 Widening & Resurfacing

Walton County Public Works | Walton County, FL



RELEVANCY TO SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES

- ✔ One contract for both design and CEI
- ✔ Utility coordination during design and construction
- ✔ Maintain access to homes, businesses, public parks and churches during construction

Halff provided both design and CEI services for completion of the rehabilitation of this roadway. The existing roadway consisted of two 9-9.5-foot wide travel lanes, 6-foot wide grassed shoulders, roadside swales and cross drain pipes. There were two existing bridges within the project limits. The proposed design included widening the roadway to two 12-foot wide lanes and 5-foot wide sodded and unpaved shoulders, extending cross drains outside the clear zone, protecting headwalls and drop-offs with new guardrail, reshaping and stabilizing shoulders and swales, replacing existing mailboxes and reconstructing driveways and side streets. The pavement was restriped based on current no-passing zone criteria with new signage added.

✘ TYPE OF WORK: Civil Engineering; Roadway Design; Permitting; CEI Services

3. PROJECT UNDERSTANDING & APPROACH

The Halff team has been focused on the Santa Rosa Boulevard Revitalization project for more than two years. We also completed the planning and design of all six beach parks along the corridor. Through this experience, our project understanding is unparalleled, and our project approach is fully prepared to deliver this project successfully for Okaloosa County.

Project Background

Starting in 2019, the Halff team and the County began considering options for this corridor revitalization. Halff prepared multiple concepts, and various corridor opportunities were evaluated (*see next page*). In early 2020, the Halff team provided support for the visualization of several preferred concepts and the County's community engagement activities. On August 27, 2020, the County hosted a public meeting, with Halff, at the Emerald Coast Convention Center to discuss the overall project and to solicit feedback on four alternatives.



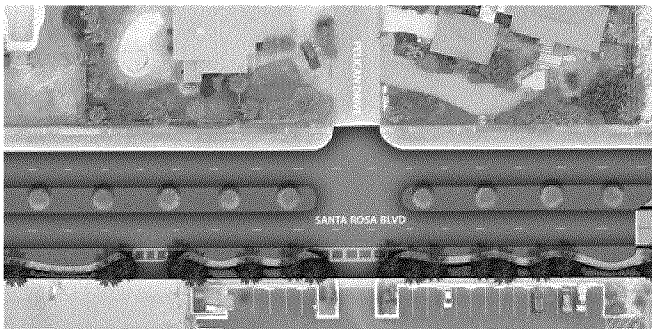
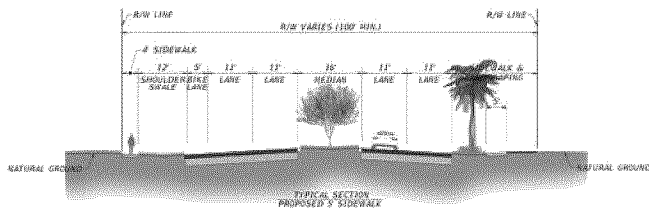
During the meeting, 53 public comment cards were received. Following the meeting, County staff received 84 emails regarding the project. Feedback included both public comment cards and written out preferences. The Halff team reviewed all comment cards and emails, documented common trends, and summarized public input and alternative preferences.

From the initial project conceptualization, community and stakeholder feedback, and collaboration between the County and Halff, the project vision was established by Halff. The Halff team has been supporting this project since day one, and we are committed to turning this vision into a reality for Okaloosa County.

Original Santa Rosa Boulevard Concepts Prepared for Public Engagement

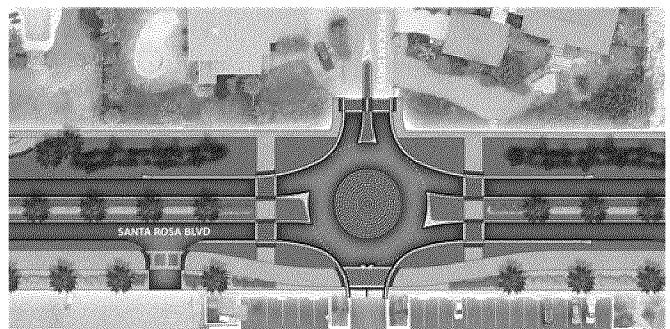
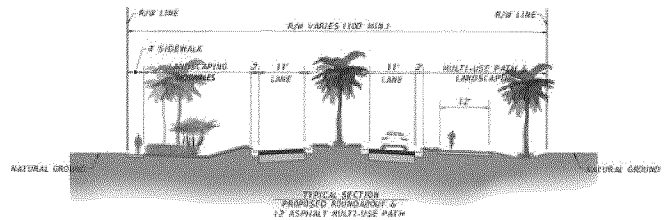
Concept A

This alternative considered minimizing construction by retaining the existing roadway footprint and constructing a meandering trail along the south side of the corridor.



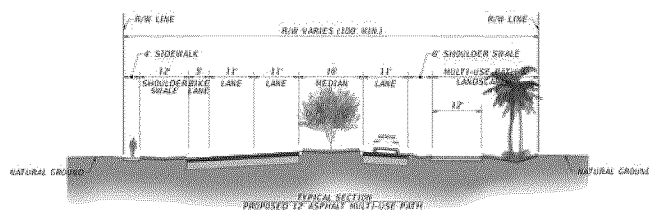
Concept C

This alternative delivered many complete street elements including a buffered trail and sidewalk, and enhanced landscape/hardscape through the elimination of two vehicle lanes.



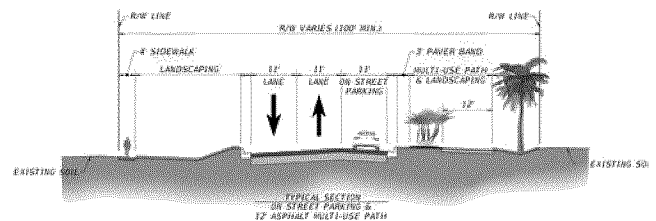
Concept B

This alternative provided room for a trail and swale by eliminating a vehicle travel lane.



Concept D

This alternative provided on street parking and complete street elements including a trail and enhanced landscape/hardscape that required eliminating two vehicle travel lanes and the median.

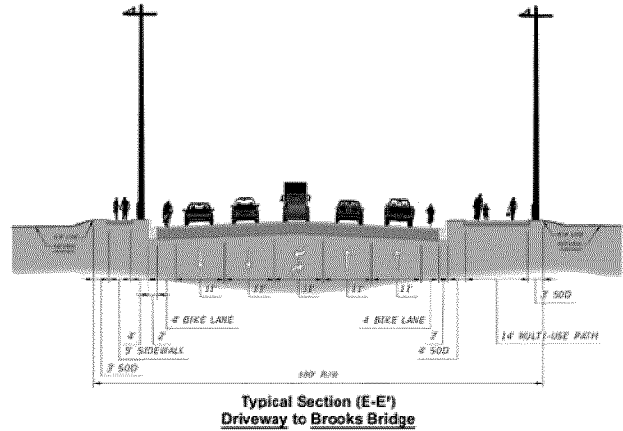


Project Understanding & Vision

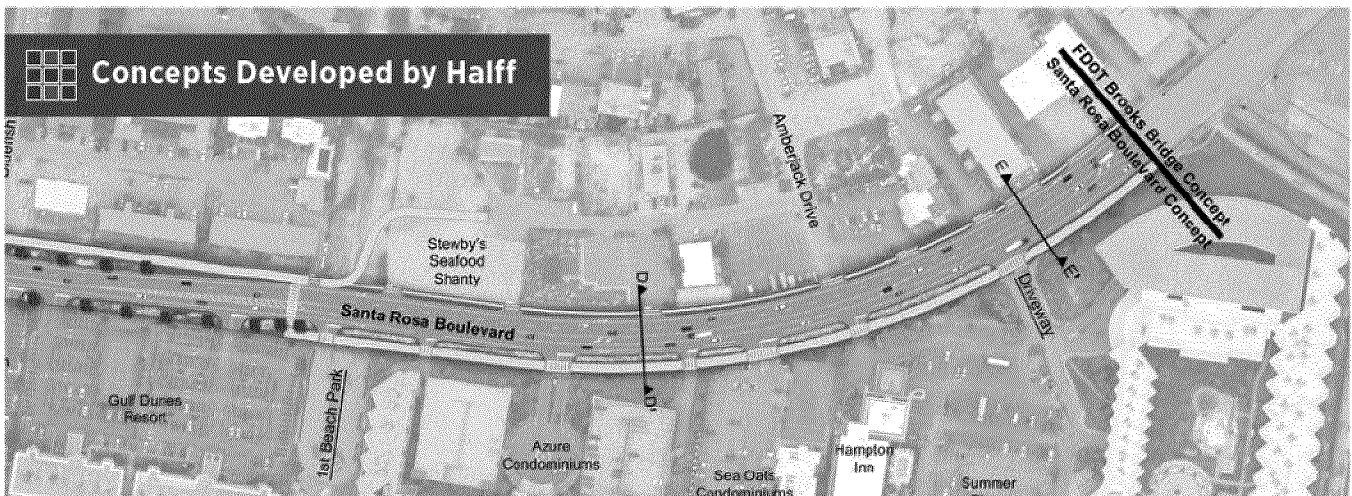
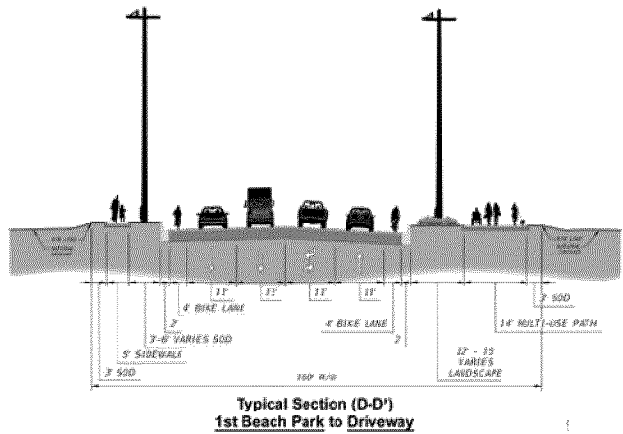
The vision of revitalizing Santa Rosa Boulevard evolved through community and stakeholder outreach, evaluation of opportunities, and coordination with the adjacent FDOT Brooks Bridge project. The project will be executed in several phases and task orders which will include design, post design, and CEI. As a long-time provider to Okaloosa County for “task work order” contracts, the Halff team is very familiar with this project structure. Halff also completed the similar FAMU Way project under an identical phased approach. The following project phasing and renderings were developed by the Halff team, with direction from County staff.

Project Phase 1 – Brooks Bridge to First Beach Park

The initial phase of the project involves tying to the adjacent FDOT Brooks Bridge project and reconstructing the corridor approximately 0.27 miles to the First Beach Park. This phase of the project will require two typical sections. Section E-E’ is similar to the existing roadway typical section, a 4-lane roadway divided by a 2-way left turn lane, however a 14-foot multi-use path will be incorporated along the south side of the roadway and 4-foot bike lanes will be provided along both sides of the road.

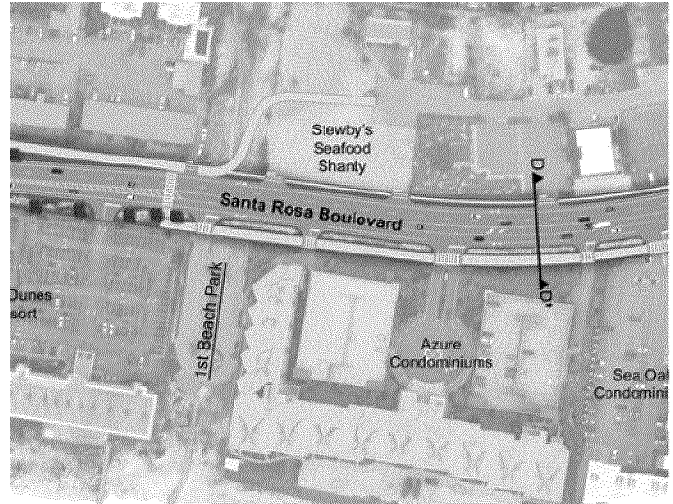


This typical section will transition to section D-D’ at the Summer Place driveway and continue west as a 3-lane roadway (2-lanes westbound / 1-lane eastbound) divided by a 2-way left turn lane until the Phase 1 termination at 1st Beach Park.



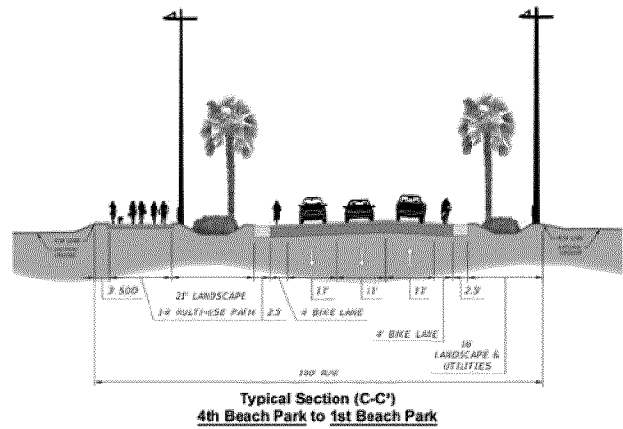
In order to accommodate the desired 14-foot multi-use path along the south side of the roadway, the roadway centerline will require a slight adjustment through the 1,240-foot horizontal curve between the connection to the Brooks Bridge project and the 1st Beach Park.

Near the intersection of Santa Rosa Boulevard and 1st Beach Park, the 14-foot multi-use path will transition to the north side of the roadway via a rectangular rapid flashing beacon (RRFB) midblock crossing, and a trail connection will be provided to the future commercial area adjacent to Amberjack Drive.



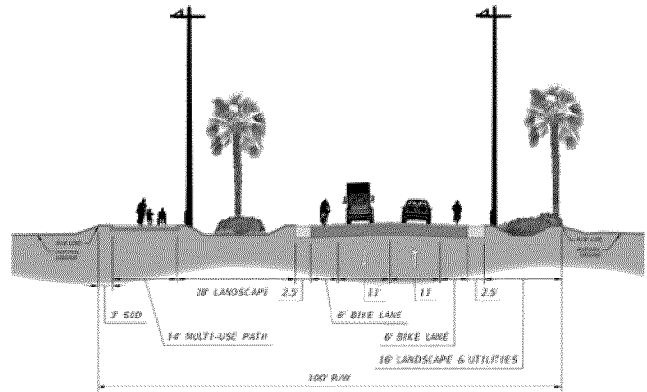
Project Phase 2 – First Beach Park to Porpoise Avenue

The second phase of the project involves extending the project approximately 0.93 miles from First Beach Park to Porpoise Avenue. This phase will require two typical sections. Just west of First Beach Park, the corridor will transition to Section C-C', which narrows the roadway by eliminating the 2-way left turn lane. This transition provides adequate space to buffer the 14-foot multi-use path and provide enhanced landscaping and stormwater swales.

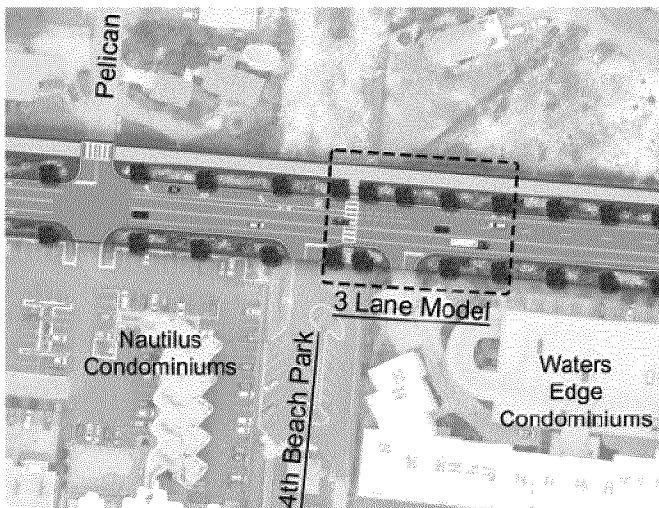


This section will extend from First Beach Park to Pelican Drive and includes three additional RRFB midblock crossings for Second, Third, and Fourth Beach Parks. Adjacent to Fourth Beach Park, at the intersection of Pelican Drive, the outside westbound travel lane will transition to a right turn lane, and terminate at the intersection.

The elimination of the outside westbound travel lane converts the corridor into Section B-B' which extends to the terminus of Phase 2 at the Porpoise Avenue intersection.

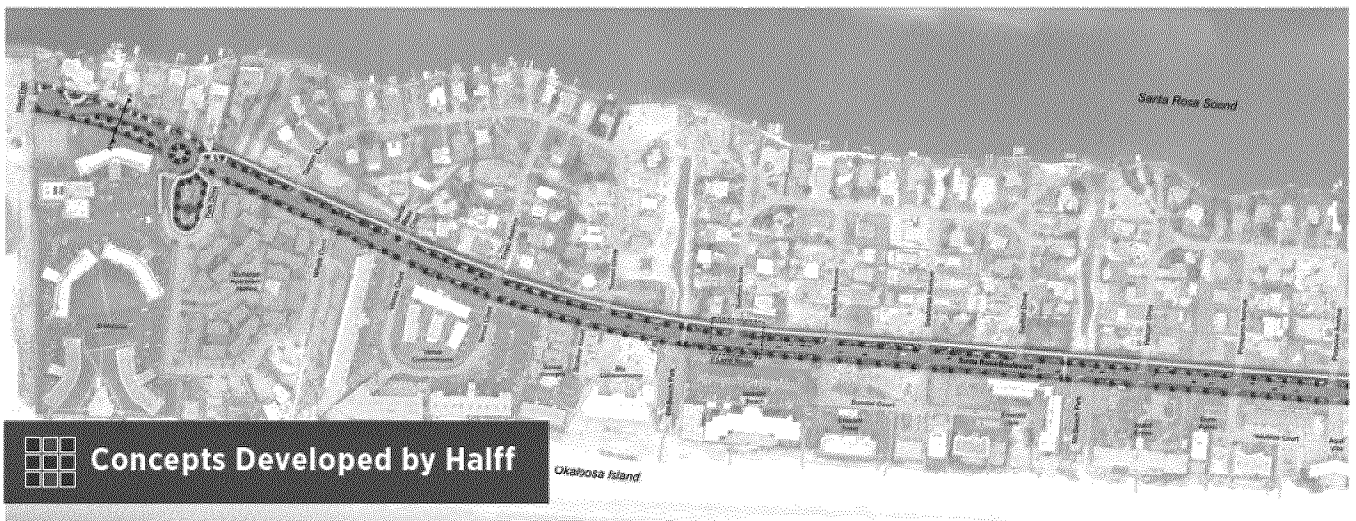


Typical Section (B-B')
Park Drive to 4th Beach Park

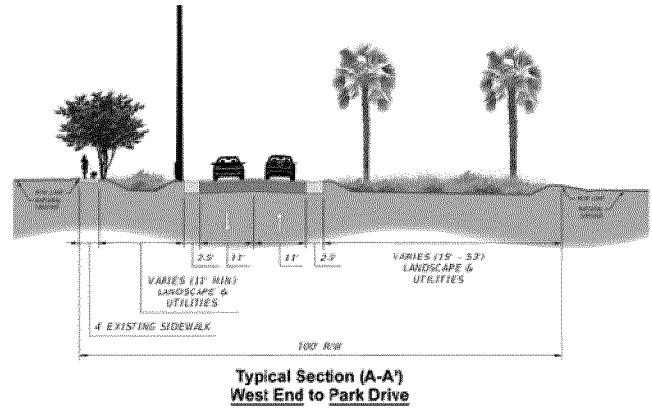


3 Lane Model of Santa Rosa Boulevard
(View Looking East)

Project Phase 3 – Porpoise Avenue to Western Terminus (U.S. Air Force Property)



The third phase of the project involves extending the project approximately 0.91 miles from Porpoise Avenue to the project terminus at the entrance to U.S. Air Force property. This phase of the project will require extending Section B-B' to Park Drive, where a roundabout will be utilized to transition to Section A-A' which extends west and terminates at a cul-de-sac at the project terminus. This phase of the project includes two additional RRFB midblock crossings for Fifth and Sixth Beach Parks.

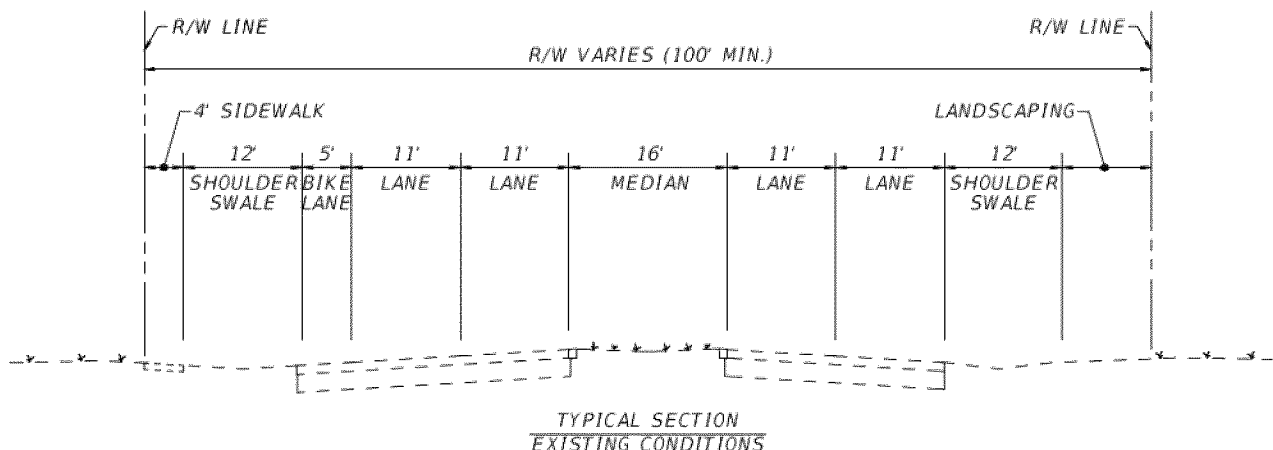


Existing Conditions

The Santa Rosa Boulevard community includes hotel and resort-style developments south of the roadway (Gulf Side) and residential and light commercial style developments north of the roadway (Bay Side). Six public Beach Parks (all designed by the Halff team) provide Gulf Side beach access along the corridor.

Existing Corridor Typical Section

Santa Rosa Boulevard extends west from its intersection with US 98 for 2.17 miles until it enters US Air Force property. The corridor consists of a 4-lane divided roadway with 11-foot wide travel lanes and a 16-foot wide median delineated by a flush ribbon curb. The posted speed limit is 35 mph. The medians are landscaped with sporadic palms, which are considered to be a roadside hazard due to their size and distance from adjacent traffic.



Multi-modal opportunities are sparse, being limited to 5-foot wide bicycle lane along the north side of the corridor; however, no bicycle facilities are provided along the south side. The north side of the road also includes a 4-foot wide sidewalk which runs along the right of way and is generally buffered by a 12-foot wide shoulder swale.

Existing Traffic Volumes

Existing traffic volumes along Santa Rosa Boulevard are higher near US 98 then reduce as you move west along the corridor:

- East of Amber Jack Drive – AADT (9,894 westbound / 10,730 eastbound) – AM Peak (565 westbound / 745 eastbound) – PM Peak (756 westbound / 805 eastbound)
- East of 4th Beach Park – AADT (4,502 westbound / 4,716 eastbound) – AM Peak (384 westbound / 286 eastbound) – PM Peak (353 westbound / 338 eastbound)

The adjacent Brooks Bridge project is anticipated to improve traffic congestion at the US 98 intersection by eliminating the signalized intersection via an overpass. Two roundabouts will be constructed, north and south of US 98, to create free flow access between Santa Rosa Boulevard and Brooks Bridge. This will significantly improve congestion at the east end of the corridor and improve the functionality of the revitalization project.



Existing Pavement Condition

Our staff has walked the project several times and completed a preliminary assessment of the existing pavement. The pavement section of Santa Rosa Boulevard appears to be in fair or good condition. There are signs of minor raveling, rutting, and cracking, but not significant enough to be indicative of pavement or base failure. We will work with our subconsultant, EGS, to obtain the necessary pavement borings to evaluate and make an appropriate assessment of the condition of the existing base material on the project. Our team will design an appropriate pavement design that meets the needs of the traffic volumes of the roadway, but also addresses any underlying issues of pavement failure determined from our pavement evaluations.

Existing Utilities

Overhead electrical transmission and distribution runs along the southern right of way. Periodic overhead electrical distribution runs along, or connects to, the northern right of way. Utilities in the area include:

- Electrical – Florida Power & Light
- Communication – Okaloosa County, ATT, Century Link, Cox, Uniti Fiber
- Sewer – City of Fort Walton Beach, Okaloosa County
- Water – City of Fort Walton Beach, Okaloosa County
- Gas – Okaloosa Gas District
- Traffic Signals – Okaloosa County

Care will be taken to make sure all utilities are identified and accommodated throughout the design process.

Project Approach

The Halff team's experience with Okaloosa County staff, this revitalization project, and familiarity with FDOT and County design standards and required production criteria, guides our approach to delivering this project successfully to the County. We fully

understand the goals and objectives, and have catered our approach to the unique needs of this project.

Survey Data Collection

Our team's surveyor, Southeastern Surveying & Mapping, will utilize experience gained on similar projects completed in the Florida panhandle. The Halff team will work with Okaloosa County to verify existing survey control, and where new control should be established. This will provide durability and continuity with the existing County control, and longevity through the multi-phased construction activities. A three-phased approach will be taken to surveying activities:

1. Establish and recover horizontal and vertical control
2. Complete topographic surveying activities, including full terrain model and ground features
3. QA/QC will be completed, including field review, prior to submitting survey data for design

Geotechnical Investigation

Soils typical of the area that are anticipated along the project include; Loose to Medium Dense Fine Sand (SP / A-3) to a depth of 30 feet below the existing ground surface. We also estimate that the "Normal" Seasonal High Groundwater level is between one (1) to two (2) feet below the existing ground surface. Upon selection for this project, a scope of services will be provided to the County which includes an evaluation of the corridor for pavement subgrade support, soil related stormwater management system parameters, and groundwater.

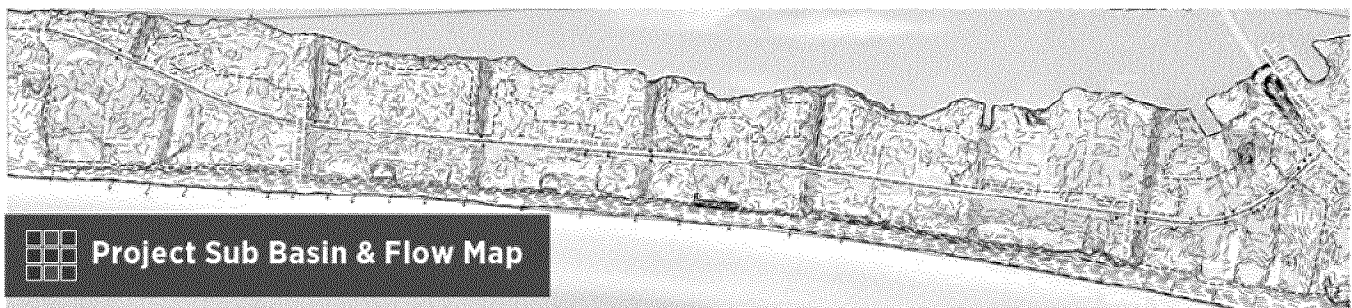
Pavement Design

Due to the anticipated water table, and frequent roadway flooding, a moisture-resistant base, and reduction in the Design Resilient Modulus (RMD), may be recommended. Guidelines from the FDOT Flexible Pavement Design Manual, and coordination with Okaloosa County, will guide the selection of appropriate pavement materials and layer thicknesses. Special care will be taken to utilize as much existing roadway stabilization, base, and pavement within the project limits to reduce construction costs.

Stormwater & Permitting Approach

In preparation to complete this project, the Halff team conducted a preliminary desktop drainage review of the Santa Rosa Boulevard corridor. This study utilized Okaloosa County aerial imagery and post hurricane Michael LiDAR data provided by NOAA to evaluate existing conditions and drainage patterns in the area.

Drainage Patterns - The existing sand dunes along the Gulf beach varies in elevation from 10 - 16 feet and provides a well-defined basin divide along Okaloosa Island. Santa Rosa Boulevard and all the adjacent development, ultimately, discharge north into Santa Rosa Sound. It should be noted that portions of the island contain stormwater conveyance infrastructure; but large areas appear to drain to depressional storage and/or via sheet flow to overflow points. Approximately 204 acres of basin drains toward Santa Rosa Boulevard, and the balance of the developed area appears to either drain directly into Santa Rosa Sound or is conveyed to the Sound via a defined stormwater conveyance system.



Water Quality Treatment - Since the proposed roadway improvement does not include increasing lanes (roadway capacity / i.e. pollutant loading), it is anticipated that the project will be eligible for an exemption from water quality treatment regulations. However, since it is possible that the Water Management District may claim that existing depressional storage provides de facto water quality treatment, Halff will hold a pre-application meeting to establish permitting guidelines as early as possible.

If the project is deemed exempt from water quality treatment, any micro-swales or rain gardens would be voluntary and designed based on what is most compatible with the preferred roadway section. If water quality treatment is necessary, the final design will be required to include a combination of micro-swales, rain gardens, etc. to provide adequate water quality treatment. These water quality treatment features may be provided within the right of way and/or within the adjacent County owned tracts that interconnect Santa Rosa Boulevard to the Sound.

It should be noted that Santa Rosa Sound has been designated an Outstanding Florida Water body—which generally requires 150% the water quality treatment volume of the standard prescriptive design. Additionally, the waterbody is listed on the FDEP’s Impaired Water Body list (Fecal Coliform). Typically, Impaired water bodies require demonstration of ‘net improvement’ but since there is no stormwater treatment method available to cure fecal coliform, the Water Management District typically defaults to prescriptive treatment design.

Water Quantity Attenuation - During heavy rainfall events, the corridor is inundated and occasionally requires several hours to recover. The Santa Rosa Boulevard Revitalization will improve this existing deficiency through reduced pavement width, wider roadside swales, and weir side drain structures at driveways.



The corridor is immediately adjacent to an unlimited receiving body of water (Gulf of Mexico), therefore water quantity attenuation will not be required. Since FDEP has a moratorium on beach discharge of stormwater, all stormwater will discharge north into Santa Rosa Sound. The Santa Rosa Sound shoreline is part of the Gulf Island National Seashore, and construction of stormwater outfall infrastructure may require environmental permitting including sea grass studies and wetland surveys in the vicinity of proposed discharge points. However, concentrated stormwater outfall is not anticipated at this time.

Santa Rosa Boulevard does not have a significant longitudinal slope to aid in transport of stormwater runoff. To minimize the need for stormwater conveyance pipes within the corridor, the final stormwater design will utilize shallow swales and weir side drain structures at driveways. County-owned parcels located north of Santa Rosa Boulevard may be utilized as necessary to convey stormwater.

Landscape Architecture Approach

Halff has an extensive knowledge and understanding of integrating public spaces into corridor revitalization projects as exemplified by successful and similar projects such as FAMU Way, Gaines Street, and Franklin Boulevard. The Halff staff dedicated to the Santa Rosa Boulevard project were involved in the planning, design, and construction of these project examples. Many of the features desired and envisioned for Santa Rosa Boulevard mimic our team’s recent project experience and will

assure a successful approach to achieving functional and aesthetic landscape and hardscape solutions for this project.

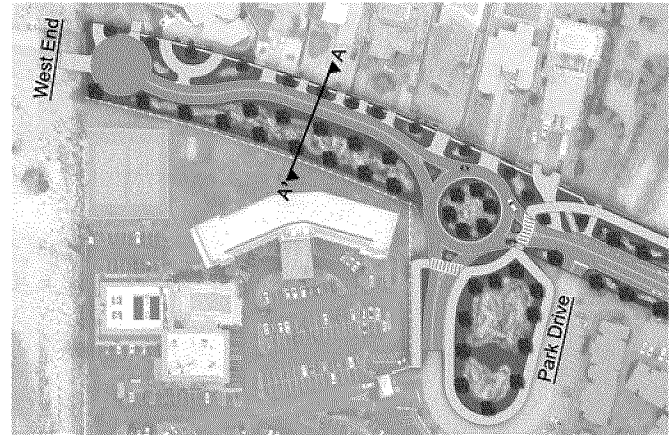
Our team of engineers, planners, and landscape architects will bring a long-range vision to the design process to establish that the improvements planned for this corridor will enhance public use and meet the needs of Okaloosa County, for now, and well into the future. The proposed Phase 1, 2, and 3 Concepts presented in this proposal identify desirable features that will blend stormwater, recreational, and vehicular uses with “Sense of Place” opportunities that enhance public mobility. This blending will be done in concert with the infrastructure design and will be accomplished through the following:

Landscape - Landscape material will be utilized to enhance and soften the harsh aspects of roadway geometry, to complement adjacencies, punctuate decision points, frame desirable views, and to buffer undesirable adjacencies from the roadway where appropriate. Additionally, the visual enhancement of public spaces beyond the roadway, including parking areas, pedestrian walkways, seating areas, and stormwater swales, must be considered.

Our approach to landscaping will define and enhance the pedestrian facilities along the corridor to improve safety and aesthetics.

Cabbage Palms, native to the coastal environment, are envisioned to be integrated into the design as they are affordable, hurricane resistant, and require minimal maintenance. Shade trees, such as **Sand Live Oak** which are also native to coastal areas, can be utilized to enhance the pedestrian experience. Native shrubbery and groundcover species, such as **Sand Cord Grass**, can also be used in shallow swale areas to provide tolerance for occasional stormwater inundation.

Trees and supporting landscape plantings will be strategically arranged to maintain vistas throughout the project corridor, and establish pleasant views from multiple vantage points. All landscaping will be locally grown material, low maintenance, and drought tolerant. Planting design will be coordinated with Okaloosa County to make certain the desired project aesthetic and maintenance desires are achieved.



Hardscape - Opportunities for hardscape features will be provided along the corridor, especially within the western phases where planned lane reductions are envisioned. Low walls, signage, and public art are all potential elements for creating a desired sense of place for the project area. These features serve to welcome the community and promote the use of the proposed 14-foot wide multi-use path. Careful planning of hardscape elements will be necessary to achieve thematic designation for the corridor.

The Halff team’s approach is to deliver a detailed design that offers proper utilization of the available space with a cost-effective selection of appropriate materials. Halff will maintain close coordination with Okaloosa County staff and stakeholders throughout the design of hardscape features.

One of the key design opportunities being considered for this corridor is the utilization of bio-swales within certain landscape areas to

assist with stormwater treatment volume and water quality. Halff has had success, along with lessons learned, with the use of bio-swales that were constructed as a part of the Gaines Street redevelopment project which we completed for the City of Tallahassee.



Maintenance of Traffic Approach

All users of the Santa Rosa Boulevard corridor must be safely accommodated during construction. Peak season traffic volumes along Santa Rosa Boulevard are anticipated to approach 20,000 vehicles per day as a post-COVID return to normalcy continues. Daily directional volumes are well balanced and peak traffic times are typically between the hours of 4 to 6pm. Pedestrian and bicyclist volumes are low, primarily due to the limited facilities along the corridor; however, post-construction pedestrian volumes are anticipated to significantly increase due to proposed bike lanes and multi-use path.

The project concepts developed by Okaloosa County and Halff, eliminate an eastbound travel lane at the Summer Place driveway, and eliminate a westbound travel lane at the Pelican Drive intersection. As a result, Halff anticipates that during construction,

the outside travel lanes will be used by the contractor for staging and operations where possible. Safe and efficient traffic management during construction will necessitate a detailed Temporary Traffic Control Plan (TTCP) to maintain traffic flow and driveway access. Our team's TTCP will focus on minimizing traffic congestion, protecting construction workers, and providing safe access for businesses and residents along the corridor. Typical sections will be developed for each construction operation to depict limits of the work zones and location of temporary vehicle travel lanes along with designated areas for bicycles and pedestrians. Detail plan sheets will also be prepared which clearly depict the location of temporary signage, striping, temporary barriers, message boards, among others, to clearly guide motorists through the work zones.

The Santa Rosa Boulevard corridor is a local Hurricane Evacuation Route, thus, our TTCP will dictate that all lanes be re-opened to traffic within 12 hours of a hurricane evacuation notice and shall remain open for the duration of the event.

Okaloosa County anticipates three separate construction contracts beginning at the eastern terminus and progressing toward the western terminus. Halff will design transitions and merge lanes based on the posted speed to make sure safe connections to the completed construction on the east end and existing roadway on the west. Close coordination will be maintained with the FDOT Brooks Bridge project to make certain that the TTCP for Santa Rosa Boulevard does not result in conflicts in the work zones and transitions for the two projects. Halff CEI staff will be actively involved in the development of the TTCP for each project. Their experience and understanding of construction equipment and methods of operation will make sure that the TTCP will safely maintain all modes of traffic on the corridor.

Project Communication & Coordination

The Santa Rosa Boulevard Design and CEI Engineering Services contract will require efficient communication and close coordination with all applicable stakeholders to certify a successful project. Specific stakeholder communication and coordination will include:

FDOT's Brooks Bridge Project - FDOT will be accepting Design/Build bid proposals from 4 large construction contractors on May 4, 2022 to complete the Brooks Bridge project. The construction on US 98 associated with this project will begin this fall and impact the east end of the Santa Rosa Boulevard project. Coordination and communication with FDOT and the awarded contractor team will be essential. Halff's strong relationships with FDOT, and contractor teams pursuing this project, will facilitate coordination needs.

Utility Owners - Early communication and coordination with utility owners along Santa Rosa Boulevard will provide multiple benefits including the identification of potential impacts, the opportunity for avoidance and/or adjustments in design, and safeguard smooth construction operations.

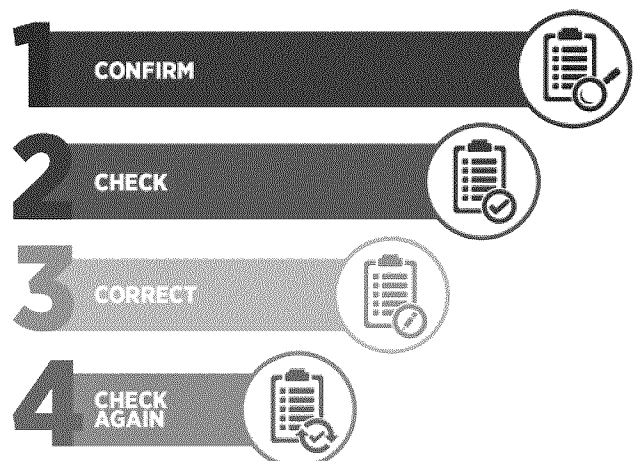
Permit Agencies - Permitting along the corridor will involve coordination with numerous local, state, and federal jurisdictions. Halff team members have extensive experience with local County permitting staff, as well as many of the state (FDEP, FFWCC, DHR, NFWFMD) and federal (USACE, USFWS, FEMA) regulatory staff who may be reviewing and approving permits.

Community Stakeholders - This project will require coordination with residents, business owners, homeowner associations, community leaders, and the traveling public. Through our recent work and public meeting for this project, Halff has developed the relationships and trust necessary to effectively communicate with all stakeholders.

Quality Assurance/Quality Control

Halff's proven quality control plan is an essential component to our approach to the Santa Rosa Boulevard revitalization. Halff has a longstanding commitment to providing an exceptional zero-defect work product. This commitment covers all deliverables—from written correspondence to detailed construction plans and project documentation. The Halff Quality Control (QC) Plan will be submitted to Okaloosa County within 10 days of Notice to Proceed and will provide clear guidance for the execution of thorough work product reviews, documentation of the review process, and associated follow-up. The plan will identify responsibilities and accountability for each review team by implementing a process whereby all calculations, documents, reports, and plans are independently reviewed and verified.

Dave Snyder, PE, has more than 40 years of experience in transportation design and management. Dave will be responsible for ensuring and verifying that the QC Plan is strictly adhered to throughout the duration of the project. In addition, Halff will also include a constructability and biddability review conducted by Elizabeth Moczynski, PE, with our CEI team. The additional review will identify any potential construction issues associated with the project prior to final plans. This process reduces the need for construction modifications, and in turn, minimizes the chances for construction change orders from the contractor.



Summary of Challenges & Solutions

The Halff team dedicated to this project has completed many corridor revitalization projects. Each one brings unique challenges and opportunities. Our team has the experience and innovative spirit required to deliver design solutions to the complex and unique challenges expected to arise throughout the Santa Rosa Boulevard revitalization. Below is a summary of several project-specific challenges and unique Halff mitigations:

Maintenance of Traffic



Both vehicular and pedestrian traffic must be maintained throughout all construction phases. Halff proposes to lead both design and CEI services, thus eliminating any communication barriers which may hinder access during construction.

Heavy Rainfall Events



Santa Rosa Boulevard experiences shallow flooding during heavy rainfall events and spread issues during mild rainfall events. The Halff-developed concepts for this project include additional swale and side drain weir structures to significantly improve stormwater conditions along the corridor.

Emergency Services



From our involvement supporting community engagement, concern was expressed regarding emergency services' ability to function with reduced vehicle lanes. Halff proposes flush drop curbing be used along the outside travel lane. Flush curbing, bicycle lanes, and shallow roadside swales will safeguard against emergency vehicles becoming "trapped" in traffic.

Construction Phasing



The three-phased approach to this project will present challenges, specifically regarding tying into existing conditions. Halff recently completed the FAMU Way project which followed an identical three-phase approach. Through this experience, Halff learned to incorporate complex design principles into the front end of project planning and coordination such as business access, pedestrian mobility, and adjacent phase tie in points.

Complete Street Complexities



The Santa Rosa Boulevard revitalization involves many complete street principles. The Halff team is structured to integrate engineering design together with landscape/hardscape design to make sure the complete project vision is not lost through the complex design process. Our project manager Mark Llewellyn Jr, PE, and Landscape/Hardscape task leader Joe Petrich, PLA, have a 18-year working history together and have completed several similar projects.

Future Development Potential



The development potential of properties adjacent to the corridor should be considered throughout the project. The Halff team is specifically structured with professionals who will work together to meld roadway design with landscape architecture and land-use planning. Having completed the Okaloosa Island Master Plan, Halff understands the context of this project, its relationship to adjacent sites, and will include future considerations in our holistic design approach.

4. CEI EXPERIENCE OF FIRM/ TEAM MEMBERS

CEI services for the Santa Rosa Boulevard revitalization project will be provided by Halff, thereby establishing seamless communication between the design and CEI team.

Overall CEI Approach - The Halff approach to CEI is simple—we work with all project stakeholders in a positive, proactive manner. We continually look ahead to identify potential construction or contract administration problems, and provide effective solutions to resolve issues before they become a hindrance to project execution. Our experience and approach will minimize issues, reduce claim potential, and deliver this project successfully by meeting Okaloosa County performance, time, and financial objectives.

The Halff CEI team confirms that we will work to substantially comply with all rules and regulations which will govern this project. Our team has experience on transportation projects throughout the Florida Panhandle and we are very familiar with the unique needs of this project such as the three-phased approach and coordination with the adjacent FDOT Brooks Bridge project. ***Maintenance of traffic and public information will be key components for us on this project, especially due to the high volume of pedestrians and non-local drivers vacationing in the area.*** The Halff CEI personnel dedicated to this project are well-versed in working on high-visibility contracts, are able to anticipate and head off potential public complaints, and will work extensively with the contractor so that potential complaints are never initiated.

Overall CEI Experience - Our entire CEI team is uniquely qualified to undertake the required CEI services due to our previous experience with administering similar scale contracts for

local governments and FDOT. We are focused, highly detail-oriented, and will prioritize the County's needs for this project as we do for all of our clients.

CEI Commitment - Our team is steadfast when it comes to safety, maintenance of traffic, environmental compliance, constructability, and public relations, and we will continue to keep these focus areas at the forefront as we execute our responsibilities to deliver a successful project. We thoroughly review our contracts, understand our scope, and work with the contractor to provide a quality end-product, on time and on budget. With the roadway design and CEI staff having the close relationship of working for the same firm, the lines of communication are seamless and always open. This will greatly aid in staying on schedule and performing hands-on constructability reviews. Furthermore, our Senior Project Engineer has worked in both CEI and Roadway Design engineering, offering additional assurance and design compliance for the project. Our CEI team is well versed in acting as the liaison between multiple parties to assist in various coordination efforts, whether that be with the design team or the contractor in the field.

Contractor Oversight - Our team is very familiar with using and referencing roadway design documents such as FDOT Standard plans and Specifications. We are also accustomed to working with project-specific special provisions, which will be utilized on this project due to its unique nature. We understand the liability and importance associated with these contract documents and, because of this, we will not make decisions without consulting all of the appropriate documentation.

Environmental Oversight - Our team is environmentally conscious and will monitor the site to prevent erosion and any off-site sediment transport. We do not want additional liability on the County that is unnecessary by the contractor working outside of the right of way (outside the limits of construction). We will monitor the contractor to limit the extent of exposed soil areas and work with them to comply with all FDEP requirements. With the vicinity of the project so close to both the Santa Rosa Sound and the Gulf of Mexico, preventing any sediment runoff through existing or proposed drainage is extremely important. With soil erosion control also comes protecting the existing stormwater system. We will make sure inlets are protected and do not get filled with sediment.

Our proposed Senior Project Engineer and Project Administrator have first-hand experience with monitoring turbidity and taking turbidity readings from Pensacola Bay on their previous projects. We will remind the contractor to protect any stockpiled materials. To avoid tracking sediment on side streets, or residential or business driveways outside the project limits, we propose having dedicated construction entrances with No. 4 stone for vehicles to enter and leave the site.

Local Office - Halff maintains an office in 924 North Ferdon Boulevard, Crestview, Florida, and will operate from this office for this project. Our team is eager to provide CEI services on this contract.

Project Experience

Halff has extensive experience in providing CEI services on county and FDOT roadway and bridge construction projects. Below is a list of relevant Halff CEI projects:

SR 30 (US 98) from Walton County Line to Tang-O Mar • FDOT District 3 - Halff provided CEI services on this densely populated business corridor in Miramar Beach—a tourist destination with heavy seasonal traffic. The project included full reconstruction and widening of US 98 from 4-lane rural to 6-lane, extensive MOT phasing, and 4 new detention ponds.

SR 83 (US 331) Over Choctawhatchee Bay Bridge • FDOT District 3 - Halff provided CEI services on this project, the largest FDOT District 3 contract at the time. This \$118.5 million design-build project entailed new bridge construction, causeway deep soil stabilization, MSE wall construction, shore protection, drainage construction, and new roadway construction. Trae Hurst, our team's project administrator, served as Senior Inspector.



CR 183B • Walton County, FL - Halff provided design and CEI services for this seven-mile pavement reclamation and widening project that extends along CR 183B from SR 83 to the Holmes County Line. Improvements for this project include reclaiming the existing roadway and base to be recycled as the new base, milling, roadway widening, overbuild for slope correction, turnout construction, and paving.

East Indian Creek Ranch Road • Walton County, FL - Proposed inspector served as the Halff team CEI inspector for this 2.8-mile roadway reconstruction project connecting CR 280 to the bridge over Bruce Creek. Retaining wall construction, and drainage improvements were also included.

Key CEI Personnel

Halff is the ideal CEI team for the construction of the Santa Rosa Boulevard project for several key reasons. Our proposed staff has significant relevant experience for the anticipated challenges of this project, and unmatched contract administration skills yielding proven positive results on similar projects. Our team will exceed the County's goals and expectations for safety, customer service, project schedule, budget, and quality metrics. Our proposed team includes:

Elizabeth Moczynski, PE | Senior Project Engineer, CEI Team Leader

Elizabeth will serve as the CEI Project Lead for this project and will be the primary contact for Halff's CEI efforts. She leads the Halff Crestview Office and has more than 10 years of professional experience in the Construction Engineering and Inspection field, including experience in transportation roadway design. She has worked for two of the largest FDOT projects in the panhandle starting with the US 331 bridge over Choctawhatchee Bay and the Pensacola Bay Bridge Replacement project. Since she started her career as a field inspector, she has experience with monitoring

and recording observations for maintenance of traffic, erosion control, roadway construction, paving, utility relocation and coordination, as well as bridge construction.

Trae Hurst, CBI | Project Administrator

Trae has 15 years of professional experience in CEI for transportation related projects involving roadway widening, milling and resurfacing, sidewalk construction, as well as drainage improvement and installation. He has worked on local government and FDOT District 3 contracts throughout his career and is very familiar with the expectations and quality expected from our clients. Prior to entering the CEI world, he served in law enforcement for 15 years after serving in the United States Army. Trae and Elizabeth worked together on the Pensacola Bay Bridge project and have established a strong rapport, making communication and discussion of project issues easy.

Scott Chastain | Project Administrator

Scott Chastain has 20 years of professional experience in CEI and material testing for transportation-related projects involving roadway revitalization, milling and resurfacing, roundabout construction, bridge construction, drainage improvements and installation, heavy utility relocation, and signalization. Scott and Elizabeth worked together on the Pensacola Bay Bridge project and have established a strong rapport, making communication and discussion of project issues easy.

Availability

We have reviewed our current and projected workload and have verified that all proposed staff will be available for the duration of this project. In addition, our team has expansive CEI resources in Florida available to support and append the proposed team, if needed. Halff has more than 1,200 staff company-wide, including 38 Florida CEI staff.

Value Added Differentiators

Thorough Review of Reports & Data. Each member of our team understands that daily work reports mean reports must be submitted daily. This makes sure any issues are documented fully and accurately. Our inspectors know they can call the Project Administrator for any assistance needed. The Project Administrator utilizes daily reports to account for weather days or holidays to adjust contract time if needed. Keeping up with the construction work daily also assists with daily quantities that ultimately get reported and may be invoiced monthly.

Documentation. At Halff, we believe “If it is not documented, it didn’t happen.” Maintaining accurate records and the importance of those records is crucial. Every document generated by a construction project is saved as an electronic file and can be submitted to the County in the format they prefer (electronic or hard copy). These documents are properly recorded using their corresponding identification names and document numbers for quick and easy retrieval.

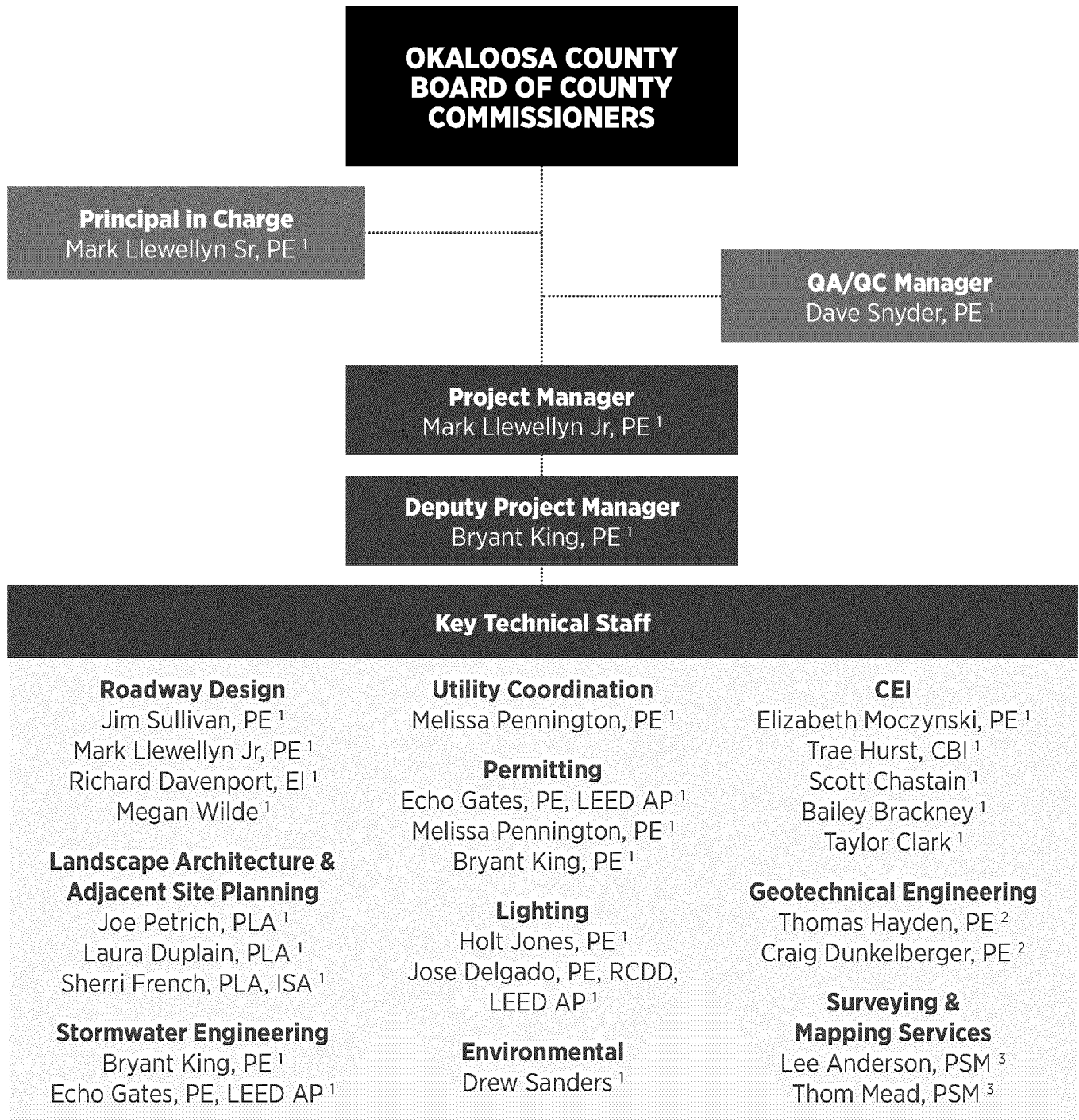
Informing the Contractors. During the Pre-Construction Conference, we will discuss all applicable project requirements based on the contractor’s scope and specifications. Our goal is to create a cooperative relationship by assisting the contractor in performing and meeting contract expectations. Before any large-scale activities, such as prior to earthwork and prior to paving, we will hold pre-activity meetings so the contractor understands the expectations and requirements.

Construction Budget & Schedule. Halff understands the importance of maintaining the County’s construction budget and schedule for this project and will proactively work to identify issues early in order to minimize the potential for change orders or amendments. This project is unique in that Halff Design and CEI are able to work together from the beginning, preventing a multitude of change orders or constructability issues that may be costly.



US 331 Lift Station | Walton County, FL

5. ORGANIZATION & STAFFING



LEGEND

- 1** Halff Associates, Inc.
- 2** Environmental & Geotechnical Specialists, Inc.
- 3** Southeastern Survey & Mapping Corporation



Mark Llewellyn Jr, PE

Mark Llewellyn Jr, PE, has 18 years of experience in various areas of civil engineering including corridor revitalization and complete street design, roadway and roundabout design, transportation planning, traffic engineering and modeling, pedestrian and bicyclist safety evaluation, public engagement, and adjacent site impact analysis. He has extensive experience developing successful projects in areas of high pedestrian and vehicle traffic. His multidiscipline experience includes the management and EOR role of projects which cover every critical element of the Santa Rosa Boulevard project. As a hands on project manager, experienced in working with Okaloosa County, he is fully prepared to tackle this challenging project.

ROLE

Project Manager

EXPERIENCE

18 years

EDUCATION

Master of Engineering,
Civil Engineering, Florida
State University

Bachelor of Science, Civil
Engineering, Florida State
University

United State Marine
Corps, 2004-2010

REGISTRATION

Professional Engineer:
FL #80712,
GA #PE040755,
AL #35623, TX #134631

REPRESENTATIVE PROJECT EXPERIENCE

FAMU Way Planning & Design | Tallahassee, FL

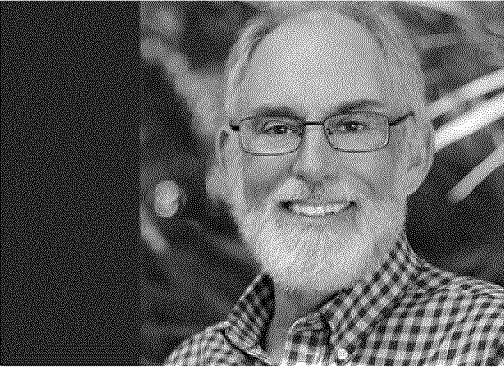
Mark supported the planning and design of the FAMU Way Extension which included the preparation of alternative roadway alignments, shared use path alignments and intersection configurations. Graphics and analyses were conducted on alternatives including evaluations of the pedestrian, bicyclist, and vehicle impacts of each alternative. Mark served as lead roadway design engineer for Phase 2, and as the Project Manager and EOR for Phase 3 of this premier corridor project. He performed extensive utility coordination, and permitting services for FDOT, CSX, DHR, COT, and DEP.

Franklin Boulevard Planning & Design | Tallahassee, FL

This corridor revitalization project corrected severe flooding problems and provided a beautiful and multimodal connection between Apalachee Parkway and Tennessee Street. Mark provided Civil 3D design support for the project including the design of multi-use trail facilities along with the developed and maintenance of underground utilities. This included the design of complex underground utility adjustments to address conflicts.

Gaines Street Revitalization | Tallahassee, FL

This incredibly successful project wholly revitalized the oldest paved road in the City of Tallahassee by providing new infrastructure, pedestrian and cyclist friendly amenities and landscaping. Mark provided the planning, development, and design of the Gaines/Woodward Roundabout including site constraint resolution and extensive traffic analysis. He also provided design support to solve several challenges including pedestrian sidewalk conflicts, adjacent property impacts, and back-in diagonal parking.



Joe Petrich, PLA

Joe Petrich, PLA, has 39 years of experience in the field of landscape architecture and land planning. As a landscape architect, he has been responsible for a diversity of project types including public and private land planning, urban design, community design, urban roadway enhancement and design guidelines, land reclamation, historic landscape preservation, recreation planning, site planning, and landscape design.

ROLE

Lead Landscape Architect

EXPERIENCE

39 years

EDUCATION

Bachelor of Science,
Landscape Architecture,
West Virginia University
(1975)

REGISTRATION

Landscape Architect:
FL #LA0001173

REPRESENTATIVE PROJECT EXPERIENCE

Santa Rosa Boulevard | Fort Walton Beach, FL

Landscape Architect responsible for overseeing the development of multiple corridor enhancement concepts. This included the evaluation of existing conditions, coordination regarding the desires of the County and stakeholders, and the development of multiple corridor improvements such as landscaping, shared-use paths, pocket parks, and roundabouts.

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

Landscape Architect on this project involving the design and environmental permitting of beach access parks including vehicular use areas, sidewalks, utility routing and coordination, and stormwater management systems. Each site provides a public restroom, picnic pavilion, parking improvements, landscape enhancements, and pedestrian connectivity to the existing dune crossover boardwalk systems.

Gaines Street Revitalization | Tallahassee, FL

Landscape Architect on this project area consisting of a 1.5 mile, four-lane roadway with existing businesses and historic warehouse buildings flanking the Street. The objective of the revitalization project was to create a sense of place in the corridor by rebuilding the roadway with new infrastructure, two-vehicle use lanes, pedestrian and cyclist-friendly amenities, and landscaping.

Franklin Boulevard Planning & Design | Tallahassee, FL

The Franklin Boulevard project corrected severe flooding problems in the community with the conversion of four traffic lanes to a two-lane roadway. Associated enhancements included extending the Capital Cascades Trail on the west side of the roadway, pedestrian connectivity throughout the corridor, streetscape landscaping; the replacement of antiquated sewer and water systems and replaced the existing ditch with a half mile concrete box culvert to combat flooding issues. As the Project Landscape Architect, he prepared detail hardscape and landscape plans with a focus on native plantings and Florida Friendly landscape principles.



Elizabeth Moczynski, PE

Elizabeth Moczynski, PE, is a Project Engineer for Construction Services. With 10 years of experience in the construction industry and beginning her career as a field inspector, Elizabeth knows what work is involved to get the job done, and the next step in continuing her growth in this field is a Project Administrator position. She is self-motivated by challenges and encouraged when given the opportunity to be a helping hand on the team that helps solve whatever problem is ahead of them.

ROLE

CEI Lead

EXPERIENCE

10 years

EDUCATION

Bachelor of Science, Civil Engineering, Villanova University (2011)

REGISTRATION

Professional Engineer:
FL #81317

REPRESENTATIVE PROJECT EXPERIENCE

November 2021 – Present | CEI Group 22-D (FPID 43256616201 & 44158916201), Okaloosa County, FL | FDOT District 3

Project Administrator on this \$6 million contract that comprises two projects: SR 20 from Edge Avenue to west of Rocky Bayou Bridge and SR 85 from SR 20/John Sims Parkway to north of CR 190/College Boulevard. The SR 20 project includes milling and resurfacing, adding sidewalk, making Americans with Disabilities Act (ADA) enhancements to improve pedestrian mobility, landscaping medians, and extending turn lanes in both directions. Work along SR 85 will include milling and resurfacing and constructing new sidewalks on the north side of the roadway.

February 2021 – Present | East Indian Creek Ranch Road from East of Bruce Creek Bridge to CR 280A, (FPID 43684015401), Walton County, FL | Walton County

Project Administrator for the contract administration, inspection, materials sampling and testing, and constructability review for this FDOT Small County Outreach Program (SCOP) funded project. The proposed scope of work includes roadway improvements to an existing dirt road that connects CR 280 to the bridge over Bruce Creek and is located along Indian Creek Ranch Road. Roadway improvements include widening and paving the existing road for 2.8 miles, as well as the constructing associated stormwater facilities.

November 2020 – Present | Emergency Sign Repair and Replacement (FPID 41413246201), Escambia, Santa Rosa and Okaloosa Counties | FDOT District 3

Project Engineer for sign repair and replacement in District 3 due to damage from Hurricane Sally. The scope of work includes removing damaged signs, installing new signs/posts/hardware, and coordinating with “Sunshine 811.”



Bryant King, PE

ROLE

Deputy Project Manager & Stormwater Engineering Lead

EXPERIENCE

30 years

EDUCATION

MS, Civil Engineering, University of Florida (1996); BS, Civil Engineering, University of Florida (1991)

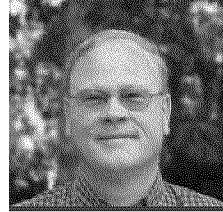
REGISTRATION

Professional Engineer: FL #51994, GA #30683

Bryant King, PE, is experienced in a variety of stormwater planning, design, flood mitigation and flood hazard determination in the public sector. He has worked with municipalities, state agencies and other local agencies/commissions throughout Florida and in South Georgia. A considerable portion of this experience is applicable to resiliency and now, more often, his work is directly addressing resiliency needs in our communities.

- FAMU Way Planning & Design | Tallahassee, FL
- Blue Gulf Resort Drainage Improvements | Walton County, FL
- *Talladega Trail Drainage Improvements | Escambia County, FL
- *Evansdale Road Sidewalk, Traffic & Drainage Improvements | Seminole County, FL
- *Stormwater Master Plan | City of Cairo, Grady County, GA
- *6th Avenue Roadway & Drainage Improvements | Grady County, GA

*Individual Experience



Jim Sullivan, PE

ROLE

Roadway Design Lead

EXPERIENCE

38 years

EDUCATION

BS, Civil Engineering, University of South Florida (1986)

REGISTRATION

Professional Engineer: FL #42091, GA #22752

Jim Sullivan, PE, has 38 years of highway design and transportation engineering experience. Jim has served as Engineer and Project Manager for numerous major and minor transportation design projects for state and local governments and has considerable experience managing large multidisciplinary design teams. His experience includes project development and environmental (PD&E) studies, transportation planning, intelligent transportation systems (ITS) design, traffic operations design, construction administration, and expert witness services.

- FAMU Way Planning & Design | Tallahassee, FL
- Gaines Street Revitalization | Tallahassee, FL
- SR 276 at CR 10A (Old Cottondale Road) | Marianna, FL
- SR 30 (Alt. US 98) at Moylan Road Turn Lane | Panama City, FL
- CR 883 Resurfacing | Freeport, FL
- West Beach Drive Roadway Improvement | Panama City, FL



Mark Llewellyn Sr, PE

ROLE

Principal in Charge

EXPERIENCE

40 years

EDUCATION

BS, Civil Engineering, Brigham Young University

REGISTRATION

Professional Engineer: FL #37307

Mark Llewellyn Sr, PE, has served as both project manager and principal in charge for numerous private and public sector civil engineering projects including due diligence analysis, creative planning, complex design, intensive public involvement, and construction support. The projects have included major and minor private and public land development projects, public parks and recreation projects, public mobility projects (complete streets, roadway improvements, sidewalks and trails), and public utility projects (stormwater management, potable water distribution systems and sanitary sewer collection systems).

- Franklin Boulevard Flood Relief | Tallahassee, FL
- FAMU Way Planning & Design | Tallahassee, FL
- Gaines Street Revitalization | Tallahassee, FL
- Cascades Park | Tallahassee, FL
- Orange Avenue Widening | Tallahassee, FL
- Adams Street Reconstruction | Tallahassee, FL



Echo Gates, PE, LEED AP

ROLE

Permitting Lead

EXPERIENCE

23 years

EDUCATION

MS, Civil Engineering, Florida State University (1999); BS, Civil Engineering, Florida State University (1997)

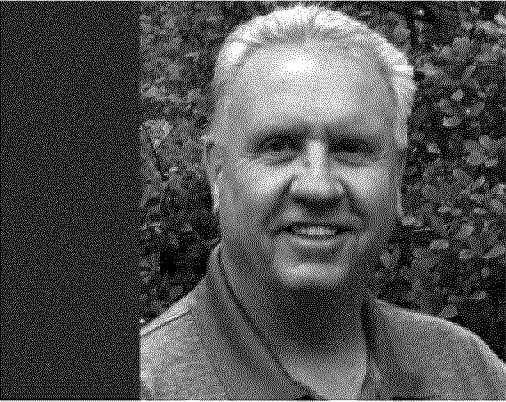
REGISTRATION

Professional Engineer: FL #58615, GA #31576

Lead AP # 10157091

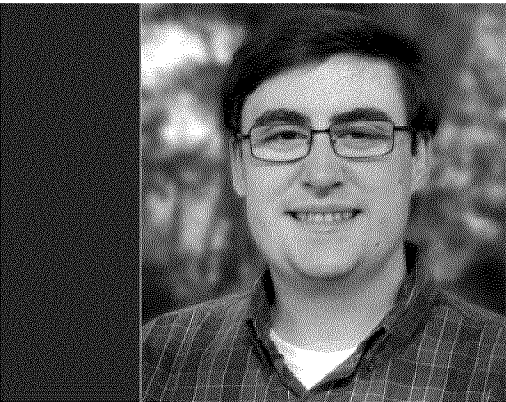
Echo Gates, PE, LEED AP, has experience in roadway design, site development, environmental permitting, utility coordination, drainage modeling and design, and remotely sensed data collection, analysis, and distribution. Her experience includes design from concept to final plans, NEPA documentation, pavement design, and traffic analysis. She has extensive experience with permitting of projects with multiple agencies at the federal, state, and local levels. During her tenure at the Florida Department of Environmental Protection, she was responsible for the collection, analysis, and distribution of coastal data associated with two statewide regulatory programs.

- Franklin Boulevard Flood Relief | Tallahassee, FL
- FAMU Way Planning & Design | Tallahassee, FL
- Gaines Street Revitalization | Tallahassee, FL
- Airport Gateway | Tallahassee, FL



Dave Snyder, PE

Dave Snyder, PE, has 41 years of experience in the consulting engineering arena primarily in the state of Florida and the southeastern United States. His experience includes the design, construction and management of numerous roadway and bridge projects, Project Development and Environment (PD&E) studies, and Program Management. He brings his experience and knowledge as the Quality Assurance & Quality Control Manager for this project.



Richard Davenport, EI

Richard Davenport, EI, serves as project engineer at Halff. His current duties include roadway design, construction plans preparation, project permitting, and assisting with various project pursuits. He has previous experience with multiple facets of pavement and geotechnical engineering design, including performing geotechnical field work, detailing maintenance of traffic (MOT) operations, developing roadway soil surveys, and incorporating design recommendations for roadway construction. He will serve on the Roadway Design team for this project.



Megan Wilde

Megan Wilde is a Graduate Engineer with three years of experience in transportation and geotechnical Engineering. Her current duties include creating preliminary roadway designs, conducting traffic counts and analyses, assisting with the design of Intelligent Transportation System (ITS) networks, project permitting, preparing plans and construction documents, and preparing drainage reports and analyses. She will serve on the Roadway Design team for this project.



Laura Duplain, PLA

Laura Duplain, PLA, has been active in landscape architecture, site design, and land planning for more than 13 years. Her experience includes working with FDOT and various municipalities throughout Florida on a wide range of projects (i.e. streetscape enhancements, park revitalization, residential development, commercial projects, hospitals, and universities). She will serve on the Landscape Architecture team for this project.



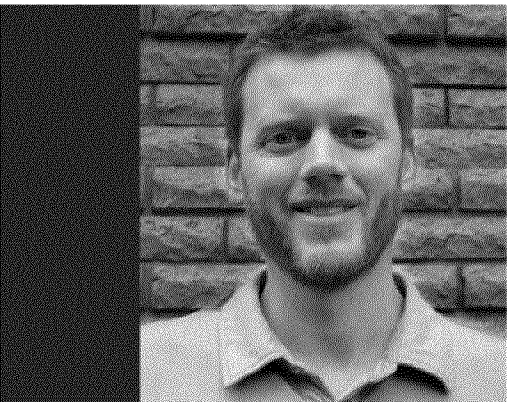
Sherri French, PLA, ISA

Sherri French, PLA, ISA, is experienced in public and private sector projects including design, estimating, and supervising the installation of landscape and irrigation for residential developments for single and multi-family housing, mixed-use developments, commercial/office spaces, municipal sites, and universities. She also works extensively with FDOT on roadway landscape projects of varying scales and complexities throughout Districts 3 and 7. She will serve on the Landscape Architecture team for this project.



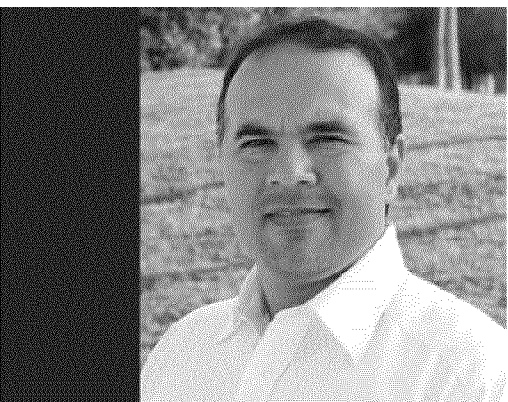
Melissa Pennington, PE

Melissa Pennington, PE, is a project engineer at Halff. Her current duties include environmental permitting, site development design, utility coordination, drainage analysis, project coordination, preparing plans and construction documents. Her experience includes projects from concept to final design, a wide range of permitting, transportation design and report preparation. She will serve as the Utility Coordination Lead on this project and provide support services for Permitting.



Holt Jones, PE

Holt Jones, PE, is a Halff Intelligent Transportation Systems (ITS) Team Leader with significant experience in fiber optic network design; advanced transportation management systems; signalized intersection analysis; ITS device layout; preparing ITS plans and construction documents, and updates to statewide fiber optic specifications. He has worked on a wide range of city, county, and Department of Transportation projects. He will serve as the Lighting Lead on this project.



Jose Delgado, PE, RCDD, LEED AP

Jose Delgado, PE, RCDD, LEED AP, spent a number of years in Dallas and Austin, Texas, where he was actively involved in technically challenging and sustainable demanding MEP and Information Technology Systems (ITS) projects. His experience includes institutional, educational, industrial, commercial, and government type projects. He has been involved in the MEP and ITS design and construction management. He will serve on the Lighting team for this project.



Drew Sanders

Drew Sanders is experienced in environmental design and permitting and project management on a wide range of public and private projects encompassing land development, park, and public trail planning, habitat restoration and enhancement, habitat management, and wetland mitigation design. His areas of specialization include ecological assessments and habitat mapping, wetland delineations and hydroperiod assessment, plant and wildlife surveys, habitat restoration, environmental permitting, and more. He will serve as the Environmental Lead on this project.



Trae Hurst, CBI

Trae Hurst, CBI, has 15 years of professional experience in CEI for transportation-related projects involving roadway widening, milling and resurfacing, bridge construction, bridge repairs, retaining wall construction, sidewalk construction, as well as drainage improvement and installation. He has worked on FDOT District 3 contracts since 2014 and is very familiar with the expectations and quality expected from the client. His attention to detail and pride in his work reflects in his daily inspections and reports. He will serve on the CEI team for this project.



Scott Chastain

Scott Chastain has professional experience in CEI and material testing for transportation related projects involving roadways, bridges, drainage, utility relocations, and signalization. He is also familiar with monitoring and testing of construction materials having worked for as Quality Control Technician for three years. His experience ranges from minor roadway improvement projects to mega projects. His diversity, expertise, and dedication enable him to meet and exceed the client's needs and expectations. He will serve on the CEI team for this project.



Bailey Brackney

Bailey has 2 years of experience in CEI, including verification inspection of roadway reclamation, milling and resurfacing, roadway widening construction, drainage

installation, and erosion control inspection. She will serve on the CEI team for this project.



Taylor Clark

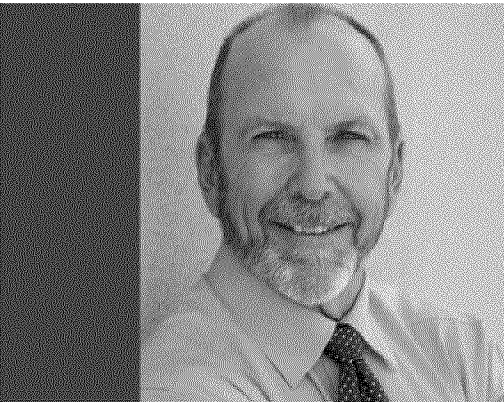
Taylor Clark's responsibilities and experience on roadway projects includes milling and resurfacing, drainage, utility

relocations and signalization. She will serve on the CEI team for this project.



Thomas Hayden, PE

Tom Hayden, PE, has over 21 years of geotechnical design and investigative experience, including roadway studies, stormwater design, pavement design, geophysical investigations, pavement evaluations, and materials engineering. He has extensive experience with FDOT Geotechnical Standards, managing FDOT Geotechnical Projects, FDOT Environmental Projects, and FDOT Construction Materials Testing (CMT) Projects. He will provide Surveying & Mapping Services on this project.



Craig Dunkelberger, PE

Craig Dunkelberger, PE, has over 29 years of Geotechnical design and investigative experience, including roadway studies, stormwater design, pavement design, geophysical investigations, pavement evaluations, and materials engineering. He has extensive experience with FDOT Geotechnical Standards, managing FDOT Geotechnical Projects, FDOT Environmental Projects, and FDOT Construction Materials Testing (CMT) Projects. He will provide Surveying & Mapping Services on this project.



Lee Anderson, PSM

Lee Anderson, PSM, has 21 years of experience working on FDOT Projects.

He has extensive Project Surveyor experience in all aspects of Surveying & Mapping services including Topographic, Boundary, Right of Way, As-Built, Construction Layout, Control, Hydrographic, Wetland Delineation, Quantity, Land Platting and Special Purpose Surveys or Miscellaneous Services, and most importantly the successful completion of numerous of these type of task assignments. He will provide Surveying Services on this project.



Thom Mead, PSM

Thom Mead, PSM, has more than 39 years of experience in all aspects of Surveying and Mapping services including Topographic Surveys, Boundary Surveys, Right of Way Surveys, As-Built Surveys, Construction Layout, Control Surveys, Hydrographic Surveys, Wetland Delineation Surveys, Quantity Surveys, Land Platting and Special Purpose Surveys of Miscellaneous Services, and most importantly the successful completion of numerous projects of these types of task assignments. He will provide Surveying Services on this project.

6. AVAILABILITY OF WORKLOAD & WILLINGNESS TO MEET TIME REQUIREMENT

Team Availability

Our team's current workload and staff availability exceeds our present and future anticipated backlog of design commitments and associated project schedules to our other clients. Therefore, we are readily available to begin work immediately and efficiently complete the design, post design and construction engineering inspection services for the three phases of the Santa Rosa Boulevard project within the County's preferred schedule. We are committed to providing the key personnel included in this proposal and the resources required to execute this project within time and construction-budget constraints.

Ability to Manage Project within Schedule & Budget

All members of the Halff team have exceptional reputations across the Florida Panhandle and, in many cases, are engineering leaders. Their reputations are based on years of dedicated professional service to their clients (including Okaloosa County), and includes successfully completing similar projects on time and within construction budgets. As individuals and a company, we are fully committed to Okaloosa County and will manage all project phases and tasks accordingly. Okaloosa County can confidently rely on the Halff team leadership to manage this Santa Rosa Boulevard project.

Project Schedule

Based on our review of the Scope of Services, we believe that the design services (including survey, geotechnical and permitting tasks) for

all three phases of the Santa Rosa Boulevard project can be completed within 11 months after a written notice to proceed (NTP) from Okaloosa County. The design of the entire 2.2 miles of Santa Rosa Boulevard will be done simultaneously but we will break the construction plans into three phases, as requested in the RFQ. The project schedule presented below follows the three phases of construction along Santa Rosa Boulevard and provides the framework for successful project completion. The start date of actual construction for each phase is staggered by approximately seven months. This allows for contractors to bid each phase separately as detailed in the schedule below. The aggressive project schedule prepared by Halff is designed to achieve the three-year schedule outlined in the RFQ.


Design work will begin immediately upon NTP and will continuously proceed until all three phases are complete. The contractor awarded the construction of Phase 1 will be allowed to bid on Phase 2 and 3, leading to potential construction efficiencies and cost savings for the overall project. Please note the following:

- Project management and quality control will be consistent and persistent throughout the project.
- All work will be completed in accordance with FDOT and County design standards and construction requirements.
- Public Involvement will be continuous with stakeholders along the project corridor.
- Okaloosa County document review periods are built into the schedule.


6. | AVAILABILITY OF WORKLOAD & WILLINGNESS TO MEET TIME REQUIREMENT

MONTH	YEAR 1	YEAR 2	YEAR 3
TASK			
Notice to Proceed	→		
Field Survey & Geotechnical Investigations	2 Months		
30% Design & Plans Preparation	4 Months		
County Review & Coordination	2 Months		
60% Design & Plans Preparation	4 Months		
County Review & Coordination	1 Month		
100% Design & Plans Preparation	2 Months		
County Review & Coordination	1 Month		
Permitting Documentation & Applications	4 Months		
Post Design Services		25 Months: Bidding & Post Design, As Needed	
CEI Services		22 Months: Construction Duration	
Phase 1 Construction - Brooks Bridge Project (US 98) to First Beach Park		7 Months	
Phase 2 Construction - First Beach Park to Porpoise Avenue		7 Months	
Phase 3 Construction - Porpoise Avenue to Air Force Property Line			8 Months

Okaloosa County Reviews
 Occurs at each design interval: Preliminary 30%, 60% Design & Plans, and 100% Final.



Bid Process Assistance
 Half team provides recommendations to County during bidding process.



Construction Services
 Half team oversees Santa Rosa Boulevard construction through completion.



7. ADDITIONAL INFORMATION & COMMENTS

SELECT FLORIDA PANHANDLE AWARDS



FAMU Way (Phase I-Phase III), Tallahassee, FL

FAMU Way (Phase I-Phase III) Civil Engineer + Structural Magazine - Yearbook of Engineering Achievement and Summit Award; FAMU Way (Phase I-Phase III) 2022 Project of the Year (Transportation More Than \$25 Million Category); Florida Chapter of the American Public Works Association (APWA); 2021 American Council of Engineering Companies Florida Engineering Excellence Gold - Transportation; 2018 FAMU Way Phase 2 Roadway Improvements & Capital Cascades Trail Segment 3d-A, Project of the Year (Multifunction Category, Greater than \$5 million), Big Bend Chapter of the American Public Works Association (APWA); 2016 APWA Big Bend Chapter Project of the Year Award, Multi-Function Category

Franklin Boulevard Flood Relief

2013 Florida APWA Transportation Project of the Year; 2014 Florida Institute of Consulting Engineers (FICE) State Engineering Excellence - Water - Stormwater Category

Gaines Street Revitalization

2014 APWA Big Bend Chapter Best Performance; 2014 Florida Redevelopment Association's (FRA) Roy F. Kenzie Award for Capital Projects; 2013 Urban Land Institute (ULI) North Florida Awards for Excellence; 2011 APWA Multifunction & Best Performance Categories Award

City of Tallahassee's Two Solar Farm & Substation 34

Project of the Year (Environmental More Than \$75 Million category); Big Bend Chapter of the American Public Works Association (APWA)

Leon County's Woodside Heights Wastewater Retrofit

Top Project (Environmental Less Than \$5 Million category); Big Bend Chapter of the American Public Works Association (APWA)

Tallahassee Solar Farm Number 1

Project of the Year Environmental More Than \$25 Million category); Big Bend Chapter of the American Public Works Association (APWA)

FAMU Way Phase 2 Roadway Improvements & Capital Cascades Trail Segment 3d-A

Project of the Year (Multifunction category, greater than \$5 million); Big Bend Chapter of the American Public Works Association (APWA)

Cascades Trail Segment 3 & FAMU Way Phase 1

American Public Works Association (APWA) Big Bend Chapter Project of the Year Award - Multi-Function Category

Old Bainbridge/Pullen Road Roundabout

American Public Works Association (APWA) Big Bend Chapter Project of the Year Award - Multi-Function Category

Lakeview Drive Flood Relief

American Public Works Association (APWA) Big Bend Chapter Project of the Year Award - Transportation Category

8. BUSINESS CREDENTIALS & OTHER

State of Florida Department of State

I certify from the records of this office that HALFF ASSOCIATES, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

The document number of this corporation is F18000005458.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 11, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

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

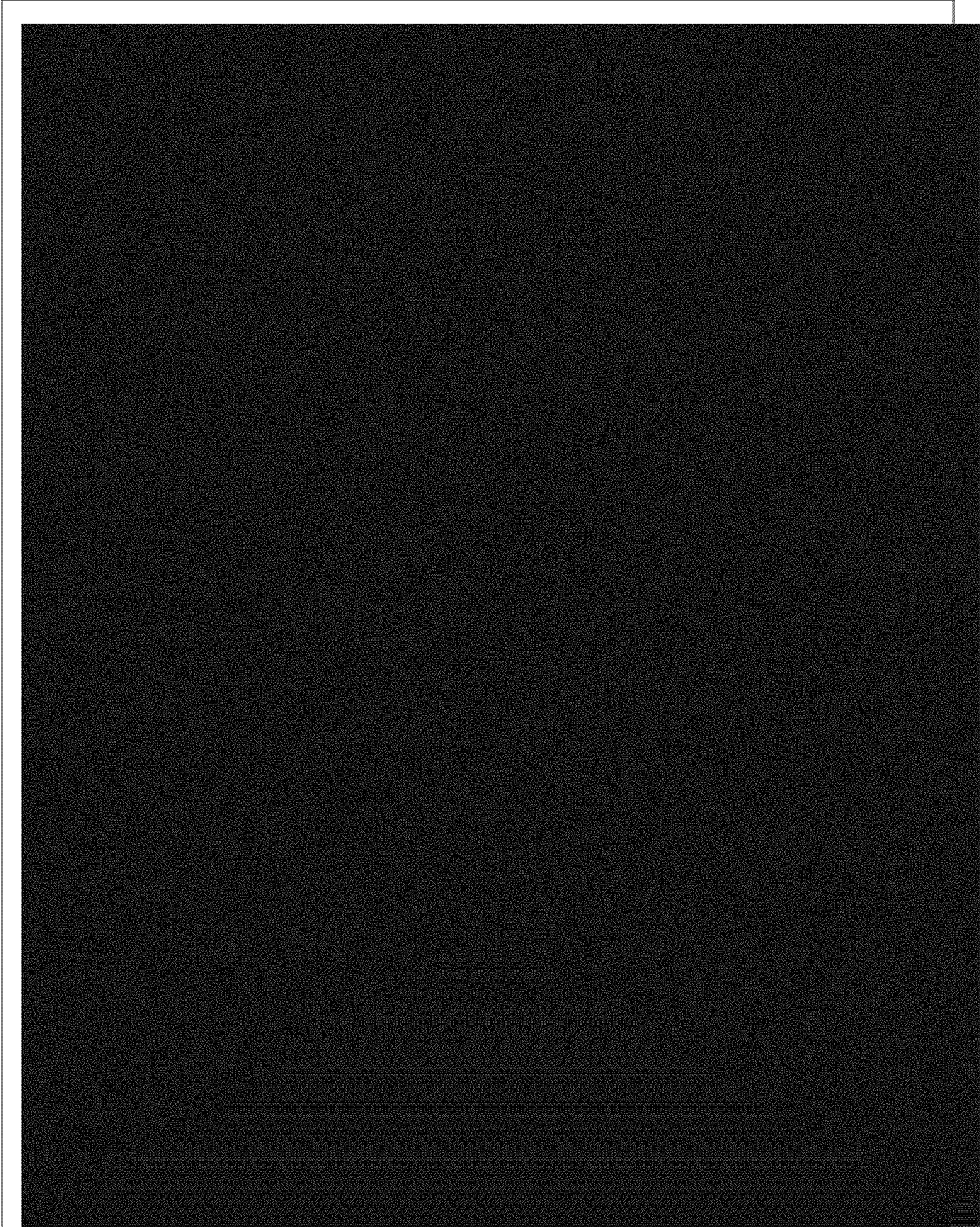


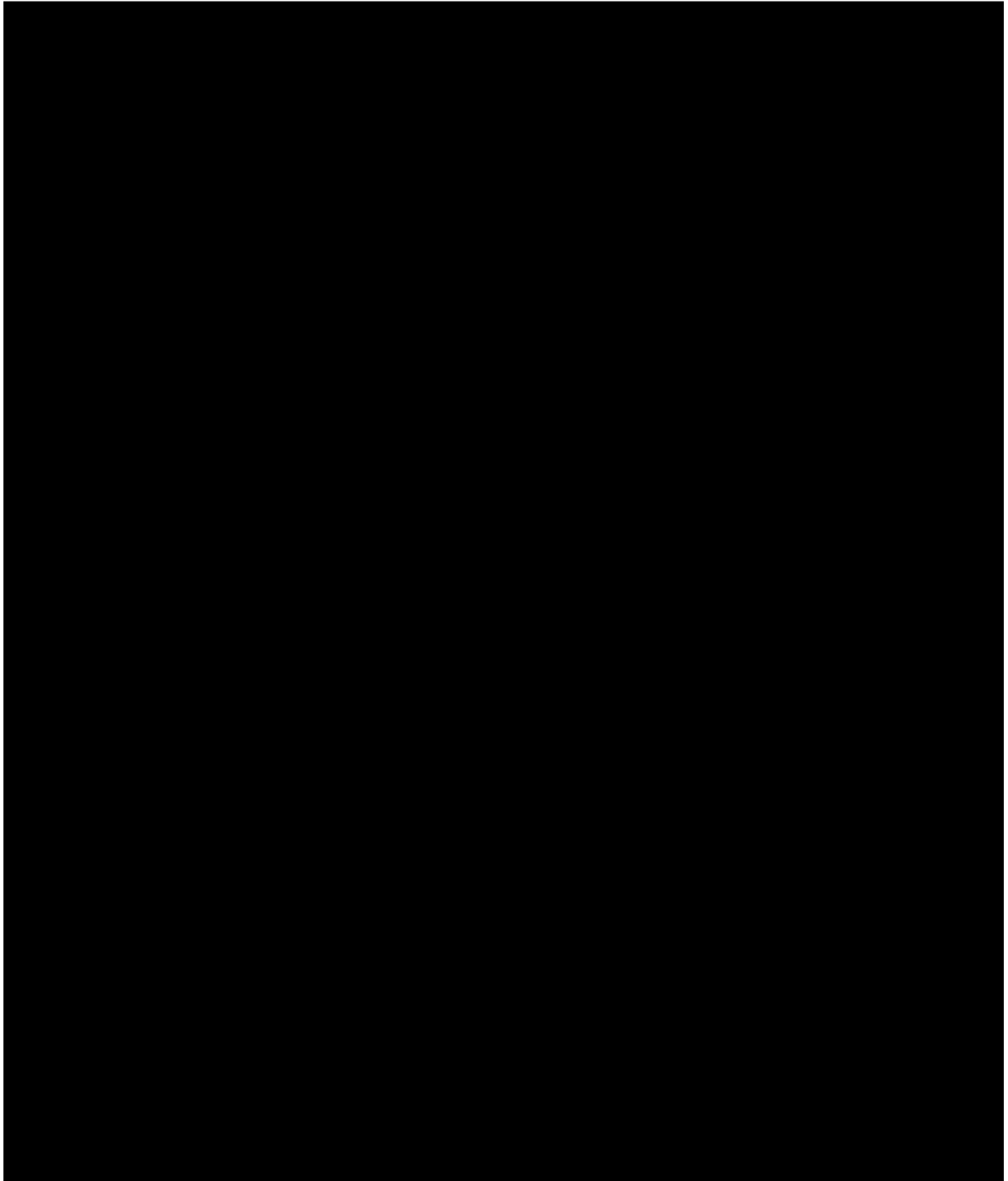
Randy R. ...
Secretary of State

Tracking Number: 7027657204CC

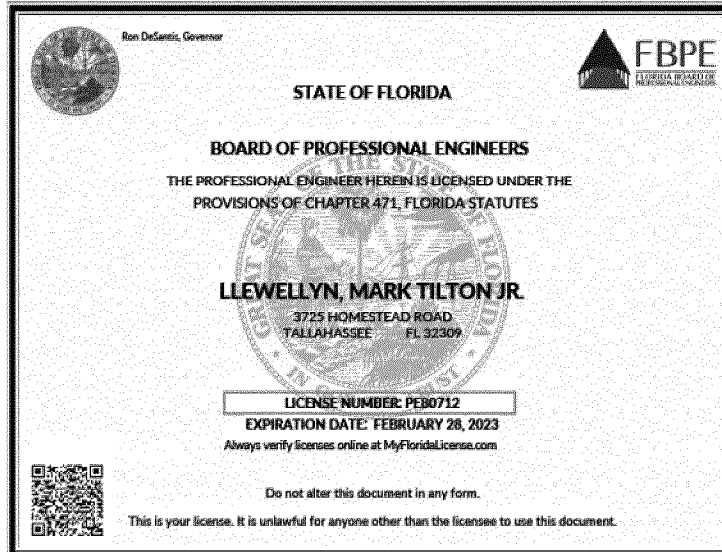
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LICENSEE DETAILS 4:30:04 PM 4/11/2022

Licensee Information

Name:	MOCZYNSKI, ELIZABETH ANNE (Primary Name)
Main Address:	1919 JAMAICA DRIVE NAVARRE Florida 32568
County:	SANTA ROSA

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	81317
Status:	Current/Active
License Date:	06/15/2016
Expires:	02/28/2023

Special Qualifications

Qualification	Qualification Effective
Civil	11/24/2015



State of Florida Department of State

I certify from the records of this office that ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC is a corporation organized under the laws of the State of Florida, filed on December 31, 1991, effective January 1, 1992

The document number of this corporation is V03297

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 1, 2021, and that its status is active

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of July, 2021*



Ronald R. Bee
Secretary of State

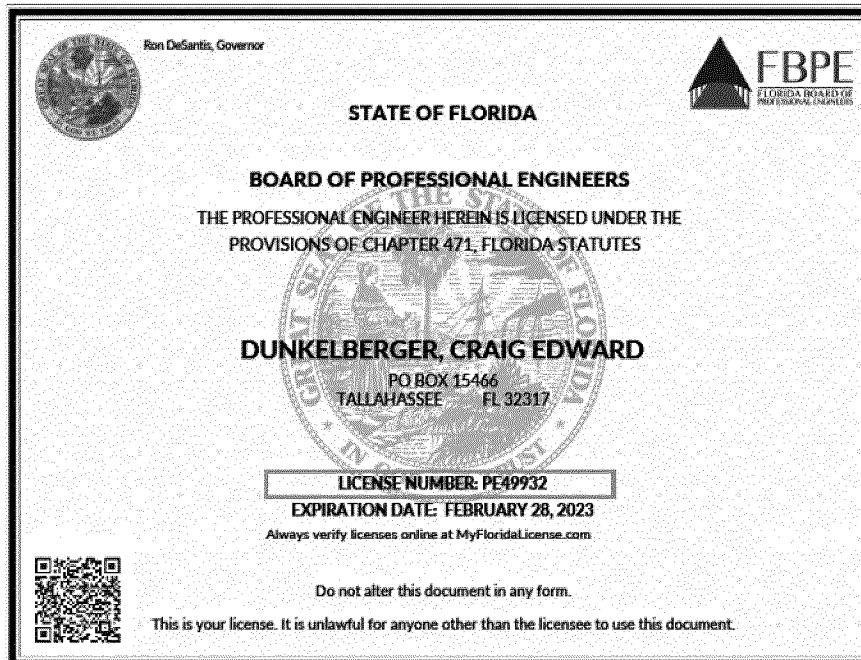
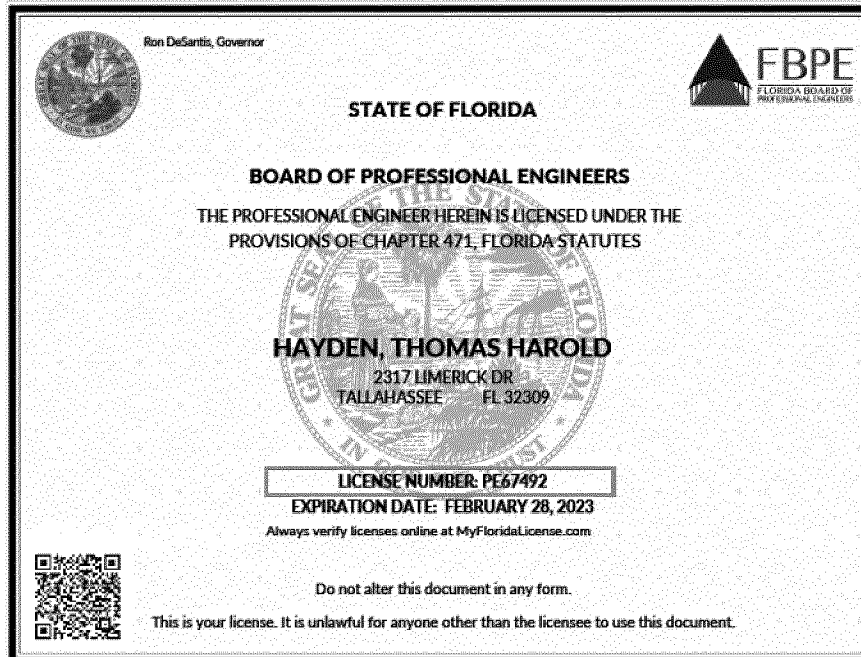
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Florida UCP DBE Directory Listing

Florida UCP DBE Directory		
Number of Records Returned:	1	
Selection Criteria:		
Vendor :	ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS INC	
Vendor Name:	ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS INC	
DBE Certification:	CERTIFIED	MBE Certification:
DBA:		Former Name:
Business Description:	ENGINEERING SERVICES	
Mailing Address:	104 N MAGNOLIA DRIVE TALLAHASSEE, FL 32301-	
Contact Name:	JUDITH M HAYDEN	Phone: (850) 386-1253
Email:	JUDY.HAYDEN@EGS-DS.COM	Fax: (850) 385-8050
Statewide Availability:	Y	ACDBE Status: N
Certified NAICS		
541330	Engineering Services	
541620	Environmental Consulting Services	
541690	Other Scientific and Technical Consulting Services	
541990	All Other Professional, Scientific, and Technical Services	





State of Florida Department of State

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of July, 2021*



Ramón R. Ruiz
Secretary of State

Tracking Number: 5150555765CU

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

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB2108**
Expiration Date: February 28, 2023

Professional Surveyor and Mapper Business License


Under the provisions of Chapter 472, Florida Statutes.

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 ALL AMERICAN BOULEVARD
ORLANDO, FL 32810-4350

Nicole "Nikki" Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

 Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6746**
Expiration Date: February 28, 2023


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

STEVEN LEE ANDERSON JR.
4917 DONNA DR
MARIANNA, FL 32446-1871

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

 Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5624**
Expiration Date: February 28, 2023

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

THOMAS KNOX MEAD
6500 ALL AMERICAN BLVD
ORLANDO, FL 32810

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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SANTA ROSA BLVD DESIGN & CEI ENGINEERING SERVICES
RFQ PW 21-22

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide **SANTA ROSA BLVD DESIGN & CEI ENGINEERING SERVICES**.

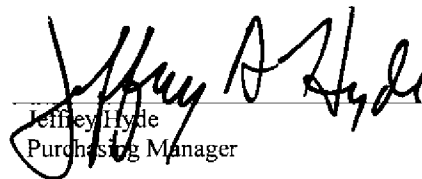
Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

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

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST April 21, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

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

For this solicitation please contact:
DeRita Mason, Sr. Contracts and Lease Coordinator
850-589-5960
dmason@myokaloosa.com



Jeffrey Hyde
Purchasing Manager

03/21/22
Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Mel Ponder,
Chairman

SANTA ROSA BLVD DESIGN & CEI ENGINEERING SERVICES
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OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

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**RFQ 21-22: SANTA ROSA BLVD DESIGN & CEI ENGINEERING
SERVICES
IN OKALOOSA COUNTY**

INDEX

PART 1 – GENERAL INFORMATION

PART 2 – SCOPE OF SERVICES

PART 3 – QUALIFICATION PREPARATION INSTRUCTIONS

PART 4 – GENERAL CONDITIONS OF THE RFQ

PART 5 – PROCUREMENT SCHEDULE

PART 6 – REQUIRED STATEMENTS AND FORMS

PART 7 – EXHIBITS

- A) Sample Form of Agreement (Professional Services Agreement)**
- B) Payments for Services**
- C) Insurance Requirements**
- D) Forms and Certifications**

RFQ PW 21-22: SANTA ROSA BLVD DESIGN & CEI ENGINEERING SERVICES

PART 1 – GENERAL INFORMATION

The purpose of this Request for Qualification is to seek the services from firms or individuals licensed to practice in the State of Florida for professional transportation engineering services. This document provides the guidelines by which interested consultants are to submit their interest, qualifications, and proposal. Selection and negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.055, Florida Statutes and County policy. The proposed draft agreement for the work contemplated by this RFQ is attached and may be subject to change.

Santa Rosa Boulevard is currently a four-lane road running from Highway 98 to the Air Force connector. The plan is to redesign the road to include connections and impacts from the Brooks Bridge Replacement project, impacts to the existing residential and commercial neighborhoods, identify potential uses of adjacent/impacted properties for future development. Consideration for impacts to the general public should be included. Professional services are also needed for Construction Engineering & Inspection (CEI) services.

The project will be executed in several phases and task orders will be issued for design, post design, and CEI. The County plans to prepare three construction contracts: the first from the edge of the Brooks Bridge Replacement project to the first beach park, the second from the first beach park to Porpoise, and the third from Porpoise to the western terminus.

PART 2 – SCOPE OF SERVICES

SEE EXHIBIT A – DRAFT PROFESSIONAL SERVICES AGREEMENT FOR SANTA ROSA BLVD DESIGN & CEI ENGINEERING SERVICES.

PART 3 – QUALIFICATION PREPARATION INSTRUCTIONS

The Request for Qualification (RFQ) and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFQ guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFQ and contain no more than 40 pages, #12 font minimum.

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate firm's understanding of the project, experience, organization, current workload, and the overall adherence to the RFQ. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the top two or three firms.

At such time when an approval is granted by the Okaloosa County Board of Commissioners, notification will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing

Manual, Section 31, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

Response to the RFQ shall be submitted in the format described below:

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants.
2. **Design Experience of Firm/ Team Members (50 Points)** – In this section the respondent will highlight the firm's design experience. Teaming is allowed. The respondent shall provide sufficient information clearly demonstrating successful completion of a roadway stormwater project and a roadway revitalization project with pedestrian, bicycle, and landscaping improvements. Clearly show what elements may be provided by each team.
3. **Project Understanding and Approach (20 Points)** – In this section you will describe the firm's understanding of the project including the firm's assessment of the project's challenges and how the firm is uniquely qualified to monitor and/or mitigate those challenges.
4. **CEI Experience of Firm/ Team Members (10 Points)** – In this section the respondent will highlight the firm's CEI experience. Teaming is allowed. The respondent will provide sufficient information clearly demonstrating successful inspection of a project. Clearly show what elements may be provided by each team.
5. **Organization & Staffing (10 Points)** – In this section the respondent will provide an organizational chart showing key areas of responsibility. Resumes for key team members will be provided in this section.
6. **Availability of Workload and Willingness to Meet Time Requirement (10 Points)** – In this section, the respondent will discuss the ability of the firm to manage this project within the proposed project time and within budget. The respondent will prepare a simple Gantt chart outlining a timeline for the SANTA ROSA BOULEVARD DESIGN & CEI ENGINEERING SERVICES. When evaluating staff commitments/availability, assume the notice-to-proceed will be issued TBD.
7. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not otherwise requested in the RFQ.
8. **Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.

PART 4 – PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	03-21-2022
Deadline for Questions	04-08-2022
RFQ Response Due Date	04-21-2022
Selection Review Committee Meeting	05-10-2022
Recommend Award to BCC via ITA	05-13-2022
Contract Negotiations	05-23-2022 –05-27-2022
Finalize/Execute Agreement	06-07-2022

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers'

Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

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

GENERAL TERMS

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

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

considered breach of contract.

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

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

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

UMBRELLA INSURANCE

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

GENERAL 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 via Vendor Registry:

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 RFQ documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

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

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.

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.

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.

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.

Qualifications submitted by an individual shall show the respondent's name and official address.

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.

All signatures shall be in blue ink. All names should be typed or printed below the signature.

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.

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** –
A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.
- 5. MODIFICATION & WITHDRAWAL OF SUBMITTAL** – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.
- 6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** –
All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.
- 7. CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.

- 8. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County’s best interest.
- 9. APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.
- 10. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 11. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 12. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 13. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.
- Note:** For respondent’s convenience, this certification form is enclosed and is made part of the RFQ package.
- 14. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 15. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.

16. REVIEW OF PROCUREMENT DOCUMENTS - Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

17. COMPLIANCE WITH FLORIDA STATUTE 119.0701 - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.

18. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

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

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

under another provision of this Contract.

- 20. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
- 21. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
- 22. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 23. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 24. UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List . In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 25. IDENTICAL TIE PROPOSAL** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
- 26. CONE OF SILENCE CLAUSE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

Note: For respondent’s convenience, this certification form is enclosed and is made a part

of the bid package.

27. **DRUG-FREE WORKPLACE** -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.
28. **INDEMNIFICATION & HOLD HARMLESS** -CONSULTANT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause
29. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall disclose lobbying activity using the **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES** Form provided.
30. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)**-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. Respondents shall utilize **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS** form provided to make this certification.
31. **MANDATORY DISCLOSURES**- The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
32. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida

be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

33. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.

- a. Drug-Free Workplace Certification Form
- b. Conflict of Interest
- c. Federal E-Verify
- d. Cone of Silence Form
- e. Indemnification and Hold Harmless
- f. Addendum Acknowledgement
- g. Company Data
- h. System Award Management Form
- i. List of References
- j. Certification Regarding Lobbying
- k. Sworn Statement – Public Entity Crimes
- l. Governmental Debarment & Suspension
- m. Vendors on Scrutinized Companies List
- n. Certificate of Good Standing for the State of Florida-provided by contractor
- o. Minimum Federal Clauses

A. Drug-Free Workplace Certification Form

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 4/20/2022

SIGNATURE: 

COMPANY: ADDRESS: _____

NAME: Mark Llewellyn Jr, PE
(Typed or Printed)

2507 Callaway Road, Suite 100

TITLE: VP/Florida Panhandle Operations Manager

Tallahassee, FL 32303

E-MAIL: mLlewellynjr@Halff.com

PHONE NO.: (850) 224-4400

18

B. Conflict of Interest

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO X _____

NAME(S)

POSITION(S)

FIRM NAME: Halff Associates, Inc.

BY (PRINTED): Mark Llewellyn Jr, PE

BY (SIGNATURE): 

TITLE: Vice President/Florida Panhandle Operations Manager

ADDRESS: 2507 Callaway Road, Suite 100
Tallahassee, FL 32303

PHONE NO. (850) 224-4400

E-MAIL mLlewellynjr@Halff.com

C. Federal E-Verify

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 while the respondent is on the Active Contractors List, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the time the respondent is on the Active Contractors List; 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: 4/20/2022

SIGNATURE: 

COMPANY: Halff Associates, Inc.

NAME: Mark Llewellyn Jr, PE

ADDRESS: 2507 Callaway Road, Suite 100 | Tallahassee, FL 32303

TITLE: Vice President/Florida Panhandle Operations Manager

E-MAIL: mLlewellynjr@Halff.com

PHONE NO.: (850) 224-4400



Welcome
Suzanne Nevitt

≡ MENU

Company Information

Company Name
Halff Associates, Inc.

Company ID Number
242584

Doing Business As (DBA) Name
--

DUNS Number
015013165

Physical Location

Address 1
1201 North Bowser Road

Address 2
--

City
Richardson

State
TX

Zip Code
75081

County
DALLAS

Mailing Address

Address 1
--

Address 2
--

City

--

State

--

Zip Code

--

Additional Information

Employer Identification Number
751308699

Total Number of Employees
500 to 999

Perform Verifications for Your Company's Employees
Yes

Parent Organization

--

Organization Designation

Employer Category
Federal Contractor with FAR E-Verify Clause

Federal Contractor Category
None of these categories apply

Employees Being Verified
All new hires and all existing employees assigned to a Federal contract

[View / Edit](#)

NAICS Code
541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
1

[View / Edit](#)

[View Original MOU Template](#)

D. Cone of Silence Form

CONE OF SILENCE

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

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


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

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

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

I Mark Llewellyn Jr, PE presenting

Halff Associates, Inc.



Signature

Company Name

On this 20 day of April, 2022 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my qualification/proposal/submittal.

E. Indemnification & Hold Harmless

INDEMNIFICATION AND HOLD HARMLESS

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

Halff Associates, Inc.

Proposer's Company Name

2507 Callaway Road, Suite 100

Tallahassee, FL 32303

Physical Address

2507 Callaway Road, Suite 100

Tallahassee, FL 32303

Mailing Address

(850) 224-4400

Phone Number

(850) 567-5290

Cellular Number

4/20/2022

Date

Authorized Signature – Manual

Mark Llewellyn Jr, PE

Authorized Signature – Typed

VP/Florida Panhandle Operations Manager

Title

(850) 681-3600

FAX Number

(850) 567-5290

After-Hours Number(s)

F. Addendum Acknowledgement

ADDENDUM ACKNOWLEDGEMENT
RFQ PW 21-22

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

<u>ADDENDUM NO.</u>	<u>DATE</u>
#1	April 1, 2022
#2	April 8, 2022
#3	April 12, 2022

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.



Mark Llewellyn Jr, PE

4/20/2022

G. Company Data

COMPANY DATARespondent's Company Name: Halff Associates, Inc.Physical Address & Phone #: 2507 Callaway Road, Suite 100Tallahassee, FL 32303Contact Person (Typed-Printed): Mark Llewellyn Jr, PEPhone #: (850) 224-4400Cell #: (850) 567-5290Federal ID or SS #: 75-1308699DUNNS/SAM #: 117503472Respondent's License #: FL PE #80712Additional License – Trade and Number Fax #: (850) 681-3600Emergency #'s After Hours,
Weekends & Holidays: (850) 567-5290DBE/Minority Number: N/A

H. System Award Management Form

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

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

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

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

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

Offerors SAM information:

Entity Name: Halff Associates, Inc.

Entity Address: 2507 Callaway Road, Suite 100 | Tallahassee, FL 32303

Duns Number: 117503472

CAGE Code: 8LLS2

I. List of References

LIST OF REFERENCES

1. Owner's Name and Address: Okaloosa County, Engineering Division
1759 S. Ferdon Boulevard, Crestview, FL 32536
 Contact Person: Scott Bitterman Telephone # (850) 689-5772
 Email: sbitterman@myokaloosa.com

2. Owner's Name and Address: Okaloosa County, Public Works
1759 S. Ferdon Boulevard, Crestview, FL 32536
 Contact Person: Jason Autrey Telephone # (850) 689-5772
 Email: jautrey@myokaloosa.com

3. Owner's Name and Address: City of Tallahassee
408 North Adams Street, Tallahassee FL 32301
 Contact Person: Steve Shafer Telephone # (850) 891-2858
 Email: steve.shafer@talgov.com

4. Owner's Name and Address: Blueprint Intergovernmental Agency
315 S. Calhoun Street, Suite 450, Tallahassee FL 32301
 Contact Person: Abe Prado Telephone # (850) 219-1060
 Email: Abe.Prado@Blueprintintia.org

5. Owner's Name and Address: Walton County Public Works
117 Montgomery Circle, DeFuniak Springs, FL 32435
 Contract Person: Chance Powell Telephone # (850) 892-8108
 Email: PowChance@co.walton.fl.us

J. Certification Regarding Lobbying

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 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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



Signature of Contractor's Authorized Official

Mark Llewellyn Jr, PE Name and Title of Contractor's Authorized Official
Vice President/Florida Panhandle Operations Manager

4/20/2022 Date

K. Sworn Statement – Public Entity Crimes

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

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

1. This sworn statement is submitted for Okaloosa County
2. This sworn statement is submitted by Halff Associates, Inc.

whose business address is: 2507 Callaway Road, Suite 100, Tallahassee FL 32303

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN,

include the Social Security Number of the individual signing this sworn statement: 75-1308699

3. My name is Mark Llewellyn Jr. PE and my relationship to the entity named above is Vice President/Florida Panhandle Operations Manager

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

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

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means:

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

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 04/20/2022 Signature: 

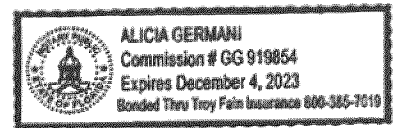
STATE OF: Florida

COUNTY OF: Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 20th day of April, in the year 2022.

My commission expires: 12/4/2023


Notary Public



Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Type of ID

L. Governmental Debarment & Suspension

Government Debarment & Suspension**Instructions**

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

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

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

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

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

Mark Llewellyn Jr, PE | Vice President/Florida Panhandle Operations Manager
Printed Name and Title of Authorized Representative



Signature

4/20/2022

Date

M. Vendors on Scrutinized Companies List

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 4/20/2022

SIGNATURE: 

COMPANY: Halff Associates, Inc.

NAME: Mark Llewellyn Jr, PE
(Typed or Printed)

ADDRESS: 2507 Callaway Road, Suite 100
Tallahassee, FL 32303

TITLE: VP/Florida Panhandle Operations Manager

E-MAIL: mLlewellynjr@Halff.com

PHONE NO.: (850) 224-4400

N. Certificate of Good Standing for the State of Florida

The undersigned declares that the information submitted is in all respects fair and in good faith, without collusion or fraud; certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any federal or other governmental agency; and that the signer has the authority to bind the prime consultant.



Mark Llewellyn Jr, PE
Vice President, Florida Panhandle Operations Manager

4/20/2022

Date

State of Florida Department of State

I certify from the records of this office that HALFF ASSOCIATES, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

The document number of this corporation is F18000005458.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 11, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

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



Samuel R. Bee
Secretary of State

Tracking Number: 7027657204CC

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

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

O. Minimum Federal Clauses

“Minimum Federal Clauses”

This Attachment is hereby incorporated by reference into the main *Contract*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS CONTRACT¹

This *solicitation* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. [insert grant numbers] which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

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

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):

Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

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

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

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *contractor* 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

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [proposer/consultant/contractor] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.

can be obtained from:

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

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

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

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

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

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

Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *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).

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

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

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

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

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *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.

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

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*].

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

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

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *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.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* 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].

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

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

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005):

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

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):

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

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

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

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

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

in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

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

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

The VP/Florida Panhandle Operations Manager on behalf of Halff Associates, Inc. the *contractor* is authorized to sign below and confirm the *contractor* is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 4/20/2022

SIGNATURE:  _____

COMPANY: Halff Associates, Inc.

NAME: Mark Llewellyn Jr PE

ADDRESS: 2507 Callaway Road, Suite 100
Tallahassee FL 32303

TITLE: VP/Florida Panhandle Operations
Manager

E-MAIL: mLlewellynjr@Halff.com

PHONE
NO.: (850) 224-4400

Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: 4/20/2022

SIGNATURE: 

COMPANY: Half Associates, Inc.

NAME: Mark Llewellyn Jr, PE

TITLE: VP/Florida Panhandle Operations
Manager

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award; 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,

- b. 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 or 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.