# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>08/06/2020</u>

Contract/Lease Control #: C18-2676-WS

Procurement#: RFQ WS 69-17

Contract/Lease Type: CONTRACT

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

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>10/01/2020</u>

Expiration Date: <u>09/30/2022</u>

Description of: MASTER SERVICE AGREEMENT ENGINEERING CONSULTANT

Department: WS

Department Monitor: <u>LITTRELL</u>

Monitor's Telephone #: 850-651-7172

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

Closed:

Cc: BCC RECORDS

# TASK ORDER APPROVAL FORM

CONTRACT #: C18-2676-WS	CONTRACT
TASK ORDER #: 05	CONTRACT: C18-2676-WS HDR ENGINEERING, INC.
TASK ORDER AMOUNT: \$64,576.00	MASTER SERVICE AGREEMENT ENG CONSULTING SERVICES EXPIRES: 09/30/2022
OFFERED BY CONSULTANT:	
HDR Engineering, Inc. FIRM'S NAME	
Jennifer E. Hunt, P.E.	
REPRESENTATIVE'S PRINTED NAME	
SIGNATURE	
Senior Vice President	September 20, 2021
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)  September 1925,000 or less approved by Purchasing Manager  September 1925,001 to \$50,000 approved by OMB Director  Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator  In excess of \$100,000 approved by the Board
Jeff Littrell	Jeffrey A Hyde Digitally signed by Jeffrey A Hyde Date: 2021.09.28 07:42:29-05:00'  Jeff Hyde, PURCHASING MANAGER
WATER & SEWER DIRECTOR TITLE	09.28.2021 DATE
9 23 2021 DATE	Faye Douglas Digitally signed by Faye Douglas Date: 2021.09.28 08:42:01-05:00  Faye Douglas OMB DIRECTOR (if applicable)
	09.28.2021
John Hofstad Bete: 2021,09.28	DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Carolyn Ketchel CHAIRMAN (if applicable)
09.28.2021	
DATE	DATE

Revised November 3, 2017

# **TASK ORDER 03**

# (Contract C18-2676-WS)

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND HDR, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

# Scope of Basic Services for Okaloosa County Water and Sewer Crestview Bypass Utility Relocations

# Article A. Purpose:

The purpose of this Task Order is to authorize and direct HDR ENGINEERING, INC. (CONSULTANT) to proceed with professional engineering services for providing professional engineering design services to the Okaloosa County Water and Sewer Department (CLIENT). The activities that are included are described in "Article B – Scope of Services."

# Article B. Scope of Services:

The CONSULTANT agrees to furnish professional engineering services that are applicable to the Crestview Bypass Utility Relocations (Project), as requested by the CLIENT's representative. As part of this task order, the Consultant will provide design plans for the relocation of existing water mains located along the new Crestview Bypass and East-West Connector Road, which is required as part of a separate road construction project. In addition, HDR will design the replacement of the existing water main located along the Enzor Road Loop. The services that the CONSULTANT agrees to furnish as part of this Task Order include project management, engineering, and design.

## Task 1. Project Management Services

<u>Objective</u>: CONSULTANT will provide the management, administration, and coordination of project activities. The purpose of this task is to manage and to coordinate project resources consistent with the project schedule and keep the CLIENT informed of project progress. Project Manager will provide project oversight, including day-to-day management of resources and schedules, periodic liaison with CLIENT, telephone conversations, file management, conflict and problem resolution, project staff management, accounting, contracts administration, and project control.

Task Deliverables: CONSULTANT will email invoices and project status reports to the CLIENT.

## Key Understandings:

No Sub-Consultants will be required for this Task Order.

Meetings/Travel: Client communications under this task will be via e-mail and/or telephone conversations.

<u>Information and Services Provided by Others</u>: None.

## Task 2. Data Collection and Utility Mapping

Objective: CONSULTANT shall use existing survey by Surveying and Mapping, LLC (SAM) for the Crestview Bypass Roadway project. For this PROJECT, the CONSULTANT will be using Microstation. The final CADD deliverables for the PROJECT will be in Microstation and will adhere to applicable standards and formats required by the CLIENT. The CONSULANT will gather additional utility information from the CLIENT, other Utility Owners, and site investigation as needed. CONSULTANT shall conduct a ½-day site visit. The site visit will include an onsite investigation of the project area with the CLIENT, as needed, to identify existing utilities, potential design concerns, and proposed design routes.

Task Deliverables: None.

## Key Understandings:

- CLIENT to provide utility survey information in project area to supplement existing survey data.
- CLIENT to provide all necessary survey required for the Enzor Road Loop water main design.
- No new geotechnical information is required. Geotechnical information for the Roadway Widening project will be utilized.
- No Subsurface Utility Engineering Services will be required.
- No Land Acquisition Services will be required.

Meetings/Travel: One 1/2 - day site visits at the SITE by CONSULTANT.

## Information and Services Provided by Others:

CLIENT to provide existing utility information.

## Task 3. Engineering and Design

Objective: The CONSULTANT will design and submit 30%, 60%, 90% and Final Plans for the Crestview Bypass Utility Relocations project, which includes relocations related to the Crestview Bypass, East-West Connector Road, and Enzor Road Loop. This task will include designs for the removal and replacement of the existing water mains along Arena Road. The Arena Road plans will include (8) eight plan and profile sheets for 2,700 LF of 12" PVC water main and 40 LF of 8" PVC water main. The Arena Road design will also include a roughly 460 LF horizontal directional drill. This task will include designs for the removal and replacement of the existing water mains along Enzor Road. The Enzor Road plans will include (6) six plan and profile sheets for 4,360 LF of 6" PVC water main. The Enzor Road design will also include a roughly 250 LF horizontal directional drill. Utility relocations will be coordinated with the latest roadway and drainage design plans. The CONSULTANT will provide plan and profile designs for the relocation of the utilities. Plan views will be set up at a scale of 1:20; profile views will be set up at a scale of 1:10. The project documents will contain general notes referencing the Okaloosa County Water and Sewer standard specifications and details. Consultant will develop an Engineers Opinion of Probably Construction Cost (EOPCC) with the 60%, 90% and Final submittals.

## Task Deliverables:

## 30% Design Plans

- Two (2) 11"x17" sets of Design Drawings
- Electronic Submittal (PDF)

## 60% Design Plans

- Two (2) 11"x17" sets of Design Drawings
- Electronic Submittal (PDF)
- 60% Draft EOPCC

## 90% Design Plans

- Two (2) 11"x17" sets of Design Drawings
- Electronic Submittal (PDF)
- 90% Draft EOPCC

## Final Design Plans

- Two (2) Full Size (22"x34") Sets of Drawings
- Two (2) Half Size (11"x17") Sets of Drawings
- One (1) CD containing .PDF and .DWG files
- Final EOPCC

## Key Understandings:

- Okaloosa County Water and Sewer Technical Specifications and Details will be used by Reference.
- Basis of design for new water main installation is assumed to be installed via open cut with two horizontal directional drills under proposed stormwater culverts.
- Maintenance of Traffic planning is excluded from this scope of services.
- Existing utilities will either be replaced with the same diameter main or larger, and hydraulic modeling is excluded from this scope of services.
- Surge analysis is excluded from this scope of services.
- HDR is not providing proposed relocations for other utility owners (i.e. gas, power, communications)
- No Bidding Documents or Bidding Services will be required.
- Conformed documents will not be required.
- The Client will pay all fees required for testing, permitting, agency reviews, etc.
- Permitting for Wetlands Impacts will be covered under the Roadway Project.
- Construction services are excluded from this scope of services.
- Bidding and advertisement documents are excluded from the scope of services.

Meetings/Travel: The CONSULTANT will participate in one meeting with the client, at the CLIENT offices.

<u>Quality Control</u>: The CONSULTANT will conduct a quality control review of project deliverables prior to submittal to the CLIENT.

Information and Services Provided by Others: None.

## Task 4. Permitting Services

<u>Objective</u>: CONSULTANT will coordinate directly with individual permitting agencies to apply and submit for the following permits required for the design and construction of the proposed water main work.

- FDEP General Permit for the construction of a water main extension (form 62-555.900).
- FDOT Utility Permit via online One-Stop-Permitting system

Consultant will coordinate the proposed water main relocation work to fall within the existing wetland permits that have been applied for on the Crestview Bypass and East-West Connector Road projects. Upon completion of the water main construction, the Consultant will submit a request for clearance form for the FDEP General Construction permit and will submit a certification of completion form for the FDOT Utility permit.

## Task Deliverables:

- FDEP General Construction Permit Submittal Package
- FDOT Utility Permit (Online Submittal)
- Final permit clearances and/or certifications for each permitting agency

## Key Understandings:

The Client will pay all fees required for testing, permitting, agency review, etc.

- Project permitting will be limited to FDEP and FDOT permits.
- FDEP ERP wetland permit will not be required. Proposed water main work will fall within the existing wetland permit limits for the roadway project.

Meetings/Travel: None.

Information and Services Provided by Others: None.

# **Article C. Compensation Provisions:**

As compensation for providing the services described within this Task Order, OCWS shall pay HDR in accordance with Section 7 of the February 2018, Agreement, a lump sum amount of \$64,576.00, to be billed in percentage of work complete, according to the Tasks listed below:

Task Description	Amount \$
Task 1: Project Management Services	\$4,820.00
Task 2: Data Collection and Utility Mapping	\$6,048.00
Task 3: Engineering and Design	\$46,812.00
Task 4: Permitting Services	\$6,896.00
Total Lump Sum	\$64,576.00

HDR will keep OCWS informed of progress so that the budget and/or work effort can be adjusted if necessary. HDR is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is OCWS obligated to pay HDR beyond these limits.

## Article D. Period of Service:

The schedule for this utility relocation project within this Task Order is contingent upon the completion of the Crestview Bypass Roadway project with Okaloosa County Public Works. The estimated completion of the utility relocation work is as follows:

Authorization to Proceed Termination of Task Order October 1, 2021 September 30, 2022

# Article E. Authorized Representatives:

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

For CLIENT	For CONSULTANT	
Name: Jon C. Kanak, P.E., Senior Project Manager	Name: Heath Hardy, Project Manager	
Address: 1804 Lewis Turner Boulevard, Suite 300	Address: 25 W. Cedar Street, Suite 200	
Fort Walton Beach, FL 32547	Pensacola, FL 32502	
Telephone: (850) 609-5098	Telephone: (850) 429-8925	

Jeff Littrell, Water & Sewer Director

Date

Jennifer E. Hunt, P.E., Sr. Vice President Date

HDR Engineering, INC.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

tills certificate does not comer in	idility to the certificate noiner in hea of s	den endorsement(s).			
PRODUCER		CONTACT Willis Towers Watson Certificate Center			
Willis Towers Watson Midwest, In	nc.	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467			
c/o 26 Century Blvd		E-MAIL ADDRESS: certificates@willis.com	7 (1 4 - 1 1 1 - 1 1 1 1 1 1 1 1 1 1 1 1 1		
P.O. Box 305191					
Nashville, TN 372305191 USA		INSURER(S) AFFORDING COVERAGE		NAIC#	
		INSURER A: Liberty Mutual Fire Insurance	Company	23035	
INSURED		INSURERB: Ohio Casualty Insurance Compa	ny	24074	
HDR Engineering, Inc. 1917 South 67th Street		INSURER C: Liberty Insurance Corporation		42404	
Omaha, NE 68106		INSURER D:			
		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: W21628870	REVISION NU	MBER:		
THIS IS TO CERTIEV THAT THE PO	NUCIES OF INSURANCE LISTED BELOW HA	VE REEN ISSUED TO THE INSURED NAMED ABO	VE FOR THE PO	LICY PERIOD	

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

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s			
	×	COMMERCIAL GENERAL LIABILITY	,,,,,,,,,					EACH OCCURRENCE	\$	2,000,000		
		CLAIMS-MADE X OCCUR		ì		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000				
A	×	Contractual Liability						MED EXP (Any one person)	\$	10,000		
			Y	X	TB2-641-444950-031	06/01/2021	06/01/2022	PERSONAL & ADV INJURY	\$	2,000,000		
	GEN	PL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000		
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	4,000,000		
		OTHER:							\$			
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000		
	×	ANY AUTO						BODILY INJURY (Per person)	\$			
А		OWNED SCHEDULED AUTOS ONLY AUTOS	Y	Y AS2-641-444950-041 06/01/20	06/01/2021	06/01/2022	BODILY INJURY (Per accident)	\$				
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$			
		Adviso one.							\$			
В		UMBRELLA LIAB X OCCUR	***************************************					EACH OCCURRENCE	\$	5,000,000		
a	×	EXCESS LIAB CLAIMS-MADE	X	¥	EUO(22)57919363	06/01/2021	06/01/2022	AGGREGATE	\$	5,000,000		
		DED X RETENTION\$ 0									\$	
		KERS COMPENSATION						X PER OTH- STATUTE ER				
С	ANY	EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE NO	N/A	Y			05 /01 /0000	E,L. EACH ACCIDENT	\$	1,000,000		
	(Man	idatory in NH)	NIA	*	WA7-64D-444950-011	06/01/2021 0	06/01/2022	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000		
	If yes	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
		The state of the s										
								<u> </u>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Okaloosa County Board of County Commissioners	AUTHORIZED REPRESENTATIVE  ALI  ALI  ALI  ALI  ALI  ALI  ALI  AL
5479A Old Bethel Road Crestview, FL 32536	CONTRACT #: C18-2676-WS

The ACORD name and logo are registered

SR ID: 21355159

HDR ENGINEERING, INC. MASTER SERVICE AGREEMENT-ENGINEERING EXPIRES: 09/30/2022



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/19/2021

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

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

ODUCER		CONTACT Willis Towers Watson Certificate Center					
Willis Towers Watson Midwest, 1 c/o 26 Century Blvd	inc.	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-	467-2378			
P.O. Box 305191		ADDRESS: certificates@willis.com					
Nashville, TN 372305191 USA		INSURER(S) AFFORDING COVERAGE		NAIC#			
		INSURER A: Liberty Mutual Fire Insurance		23035			
INSURED		INSURER B: Ohio Casualty Insurance Compa	iny	24074			
Nashville, TN 372305191 USA  INSURED  HDR Engineering, Inc. 1917 South 67th Street		INSURER C: Liberty Insurance Corporation					
Omaha, NE 68106		INSURER D :					
		INSURER E :					
L		INSURER F :	<u></u>	***			
COVEDACES	CERTIFICATE NUMBER: W20954109	PEVISION NII	MRED.				

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

×			WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	ĻIMIT		
1	CLAIMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	2,000,000
×	Contractual Liability			i			MED EXP (Any one person)	\$	10,000
		¥	Y .	TB2-641-444950-031	06/01/2021	06/01/2022	PERSONAL & ADV INJURY	\$	2,000,000
GEN							GENERAL AGGREGATE	\$	4,000,000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:							\$	
AUT	OMOBILE LIABILITY		]				COMBINED SINGLE LIMIT (Es accident)	\$	2,000,000
×	ANY AUTO		1 1		06/01/2021 0	06/01/2022	BODILY INJURY (Per person)	\$	
		Y	X	AS2-641-444950-041			·	\$	_
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
			1		}			\$	
	UMBRELLA LIAB X OCCUR			<del>-</del>			EACH OCCURRENCE	\$	5,000,000
X	EXCESS LIAB CLAIMS-MADE	¥	¥	EUO(22)57919363	06/01/2021	06/01/2022	AGGREGATE	\$	5,000,000
- 1	DED X RETENTION \$ 0				]	1		\$	
	KERS COMPENSATION						× PER OTH-		
ANYP	PROPRIETOR/PARTNER/EXECUTIVE	N/A	Y	WAT 645 444950 011	06 (01 (2021	06/01/2022	E.L. EACH ACCIDENT	\$	1,000,000
(Man	datory in NH)		_	WA7-64D-444950-011   06/01/2021	1 06/01/2022	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
If yes DESC	, describe under CRIPTION OF OPERATIONS below			<u> </u>			E.L. DISEASE - POLICY LIMIT	\$	1,000,000
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess

Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on

General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written

contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and

Employers Liability.

CERTIFICATE HOLDER	CANCELLATI
Okaloosa-Walton Transportation Planning Organization & Okaloosa County Board of County Commissioners	SHOULD ANY THE EXPIRA ACCORDANCE
Attn: Karen Donaldson	

CONTRACT#: C18-2676-WS HDR ENGINEERING, INC. MASTER SERVICE AGREEMENT ENGINEERING CONSULTANT EXPIRES: 09/30/2022

AUTHORIZED REPRESENTATIVE

alica J. Pavelko

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302 N. Wilson St. Crestview, FL 32536

Okaloosa County Purchasing Department

AGENCY CUSTOMER ID:	 
LOC #:	



# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street
POLICY NUMBER		Omaha, NE 68106
See Page 1		
CARRIER	NAIC CODE	
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1
ADDITIONAL REMARKS		

	EFFECTIVE DATE: See Page 1	
ADDITIONAL REMARKS		
	RM IS A SCHEDULE TO ACORD FORM,	
	RM TITLE: Certificate of Liability Insurance	
	Rider Transit Development Plan Major Update.	<u> </u>
110,000. 0.010000 00000, 20.	Alland Ilandet Davidsopmone Ilan Anjol Opadoor	
Additional Insureds: Okaloo	sa County Board of County Commissioners; TPO.	
		•

ACORD 101 (2008/01)

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SR ID: 21107460

BATCH: 2100321

CERT: W20954109

# TASK ORDER APPROVAL FORM

CONTRACT #: C18-2676-WS	CONTRACT#: C18-2676-WS HDR ENGINEERING, INC. MASTER SERVICE AGREEMENT ENG			
TASK ORDER #: 04				
TASK ORDER AMOUNT: \$73,644.00	CONSULTING SERVICES EXPIRES: 09/30/2022			
OFFERED BY CONSULTANT:	<b></b>			
HDR Engineering, Inc.				
FIRM'S NAME				
Jennifer E. Hunt, P.E.				
REPRESENTATIVE'S PRINTED NAME				
SIGNATURE				
Senior Vice President	April 12, 2021			
TITLE	DATE			
RECOMMENDED FOR APPROVAL (Department Director)	<ul> <li>APPROVED BY OKALOOSA COUNTY</li> <li>(Per Purchasing Manual)</li> <li>\$25,000 or less approved by Purchasing Manager</li> <li>\$25,001 to \$50,000 approved by OMB Director</li> <li>Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator</li> <li>In excess of \$100,000 approved by the Board.</li> </ul>			
Jeff Littrell Suppose by MI Const.  On co. Left trans an Obsessor County Water & Severy Company and County Water & Severy County (Co. Co. Co. Co. Co. Co. Co. Co. Co. Co.	Jeffrey A Hyde Digitally signed by Jeffrey A Hyde Date: 2021.05.05 08:26:20 -05'00'			
Jeff Littrell	Jeff Hyde, PURCHASING MANAGER			
WATER & SEWER DIRECTOR TITLE	DATE			
05/04/2021	Faye Douglas Digitally signed by Faye Douglas Date: 2021.05.05 09:55:48 -05'00'			
DATE	Faye Douglas OMB DIRECTOR (if applicable)			
	DATE			
John Hofstad Digitally signed by John Hofstad Date: 2021.05.05.10:29:42-0500				
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Carolyn Ketchel CHAIRMAN (if applicable)			
DATE	DATE			

Revised November 3, 2017

# **TASK ORDER 04**

(Contract C18-2676-WS)

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND HDR, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

# Scope of Basic Services for Okaloosa County Water and Sewer PJ Adams Interchange – Water Main Extension

## Article A. Purpose:

The purpose of this Task Order is to authorize and direct HDR ENGINEERING, INC. (CONSULTANT) to proceed with professional engineering services for providing professional engineering design services to the Okaloosa County Water and Sewer Department (CLIENT). The activities that are included are described in "Article B – Scope of Services."

# Article B. Scope of Services:

The CONSULTANT agrees to furnish professional engineering services that are applicable to the PJ Adams Interchange Water Main Extension (Project), as requested by the CLIENT's representative. As part of this task order, the Consultant will provide design plans for the relocation and extension of existing water mains located along the proposed I-10 Interchange west of Crestview in Okaloosa County, which is required as part of an FDOT design-build project. The proposed project limits for the water main relocation work are shown in the attached figure. The services that the CONSULTANT agrees to furnish as part of this Task Order include project management, engineering, permitting and design.

## Task 1. Project Management Services

<u>Objective</u>: CONSULTANT will provide the management, administration, and coordination of project activities. The purpose of this task is to manage and to coordinate project resources consistent with the project schedule and keep the CLIENT informed of project progress. Project Manager will provide project oversight, including day-to-day management of resources and schedules, periodic liaison with CLIENT, telephone conversations, file management, conflict and problem resolution, project staff management, accounting, contracts administration, and project control.

Task Deliverables: CONSULTANT will email invoices and project status reports to the CLIENT.

#### Key Understandings:

No Sub-Consultants will be required for this Task Order.

Meetings/Travel: Client communications under this task will be via e-mail and/or telephone conversations.

Information and Services Provided by Others: None.

## Task 2. Data Collection and Utility Mapping

<u>Objective</u>: CONSULTANT shall use existing survey, to be provided by the design-build contractor, for design project. For this PROJECT, the CONSULTANT will be using Microstation. The final CADD deliverables for the PROJECT will be in Microstation and will adhere to applicable standards and formats required by the CLIENT. The CONSULANT will gather additional utility information from the CLIENT, other Utility Owners, and site investigation as needed. CONSULTANT shall conduct a one-day site visit. The site visit will include an onsite investigation of the project area with the CLIENT, as needed, to identify existing utilities, potential design concerns, and proposed design routes.

Task Deliverables: None.

## Key Understandings:

- No surveying services will be provided; survey to be provided by others.
- No new geotechnical information is required. Geotechnical information for the Roadway project will be utilized.
- No Subsurface Utility Engineering Services will be required.
- No Land Acquisition Services will be required.

Meetings/Travel: One day site visits at the SITE by CONSULTANT.

## Information and Services Provided by Others:

• CLIENT to provide existing utility information.

## Task 3. Engineering and Design

Objective: The CONSULTANT will design and submit 30%, 60%, 90% and Final Plans for the design project, which includes relocations related to the realignment and extension of PJ Adams for the I-10 Interchange. This task will include designs for the removal and replacement of the existing water main along PJ Adams Road. The will include (12) twelve plan and profile sheets for 5,700 LF of 12" PVC water main. The design will include roughly 1,000 LF of horizontal directional drill, including once crossing of Interstate 10. Utility relocations will be coordinated with the latest roadway and drainage design plans. The CONSULTANT will provide plan and profile designs for the relocation of the utilities. Plan views will be set up at a scale of 1:20; profile views will be set up at a scale of 1:10. The project documents will contain general notes referencing the Okaloosa County Water and Sewer standard specifications and details. Consultant will develop an Engineers Opinion of Probably Construction Cost (EOPCC) with the 60%, 90% and Final submittals.

#### Task Deliverables:

## 30% Design Plans

- Two (2) 11"x17" sets of Design Drawings
- Electronic Submittal (PDF)

## 60% Design Plans

- Two (2) 11"x17" sets of Design Drawings
- Electronic Submittal (PDF)
- 60% Draft EOPCC

## 90% Design Plans

- Two (2) 11"x17" sets of Design Drawings
- Electronic Submittal (PDF)
- 90% Draft EOPCC

## Final Design Plans

- Two (2) Full Size (22"x34") Sets of Drawings
- Two (2) Half Size (11"x17") Sets of Drawings
- One (1) CD containing .PDF and .DWG files
- Final EOPCC

## Key Understandings:

- Okaloosa County Water and Sewer Technical Specifications and Details will be used by Reference.
- Basis of design for new water main installation is assumed to be installed via open cut with two horizontal directional drills under existing wetlands.
- Maintenance of Traffic planning is excluded from this scope of services.
- Existing utilities will either be replaced with the same diameter main or larger, and hydraulic modeling is excluded from this scope of services.
- Surge analysis is excluded from this scope of services.
- HDR is not providing proposed relocations for other utility owners (i.e. gas, power, communications)
- No Bidding Documents or Bidding Services will be required.
- Conformed documents will not be required.
- The Client will pay all fees required for testing, permitting, agency reviews, etc.
- · Permitting for Wetlands Impacts will be covered under the Roadway Project.
- Construction services are excluded from this scope of services.
- Bidding and advertisement documents are excluded from the scope of services.

Meetings/Travel: The CONSULTANT will participate in one meeting with the client, at the CLIENT offices.

<u>Quality Control</u>: The CONSULTANT will conduct a quality control review of project deliverables prior to submittal to the CLIENT.

Information and Services Provided by Others: None.

## Task 4. Permitting Services

<u>Objective</u>: CONSULTANT will coordinate directly with individual permitting agencies to apply and submit for the following permits required for the design and construction of the proposed water main work.

- FDEP General Permit for the construction of a water main extension (form 62-555.900).
- FDOT Utility Permit via online One-Stop-Permitting system

Consultant will coordinate the proposed water main relocation work to fall within the existing wetland permits that will be applied for on the FDOT Interchange project. Upon completion of the water main construction, the Consultant will submit a request for clearance form for the FDEP General Construction permit and will submit a certification of completion form for the FDOT Utility permit.

## Task Deliverables:

- FDEP General Construction Permit Submittal Package
- FDOT Utility Permit (Online Submittal)
- Final permit clearances and/or certifications for each permitting agency

## Key Understandings:

- The Client will pay all fees required for testing, permitting, agency review, etc.
- Project permitting will be limited to FDEP and FDOT permits.
- FDEP ERP wetland permit will not be required. Proposed water main work will fall within the existing wetland permit limits for the roadway project.

Meetings/Travel: None.

Information and Services Provided by Others: None.

## **Article C. Compensation Provisions:**

As compensation for providing the services described within this Task Order, OCWS shall pay HDR in accordance with Section 7 of the February 2018, Agreement, a lump sum amount of \$73,644.00, to be billed in percentage of work complete, according to the Tasks listed below:

Task Description	Amount \$
Task 1: Project Management Services	\$7,220.00
Task 2: Data Collection and Utility Mapping	\$8,116.00
Task 3: Engineering and Design	\$48,800.00
Task 4: Permitting Services	\$9,508.00
Total Lump Sum	\$73,644.00

HDR will keep OCWS informed of progress so that the budget and/or work effort can be adjusted if necessary. HDR is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is OCWS obligated to pay HDR beyond these limits.

## Article D. Period of Service:

The schedule for this utility relocation project within this Task Order is contingent upon the completion of the Crestview Bypass Roadway project with Okaloosa County Public Works. The estimated completion of the utility relocation work is as follows:

Authorization to Proceed Termination of Task Order

Upon Execution of Task Order December 31, 2021

# Article E. Authorized Representatives:

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

For CLIENT	For CONSULTANT
Name: Jon C. Kanak, P.E., Senior Project Manager	Name: Heath Hardy, Project Manager
Address: 1804 Lewis Turner Boulevard, Suite 300	Address: 25 W. Cedar Street, Suite 200
Fort Walton Beach, FL 32547	Pensacola, FL 32502
Telephone: (850) 609-5098	Telephone: (850) 429-8925

Jeff Littrell 05/04/2021 Jeff Littrell, Water & Sewer Director Date

April 12, 2021

Date

# Okaloosa County Water and Sewer PJ Adams Interchange - Water Main Extension

Resource Classification

Total Lump Sum Fee

\$73,644.00

Task No.	Description of Activity	QC Manager Reviewer	Project Manager	Project Engineer	CAD Designer	Sr. Environmental Scientist	Admin	Accountant	Total Man- Hours	Task Cost
1	Project Management Services	. 0	36	0	. 0	- 0		. 8	52	\$7,220.00
A	Meetings & Conferences		8	A CONTRACTOR OF THE CONTRACTOR CO	**************************************		989 C C C C C C C C C C C C C C C C C C	***************************************	8	\$1,336.00
В	Project Management, Invoicing & Coordination		28				8	8	44	\$5,884.00
2	Data Collection and Existing Conditions Mapping	. 0	12	32	15	0	. 0	. 0	60	\$8,116.00
A	Data Collection			8	***************************************	**************************************		CERTIFICATION CONTRACTOR CONTRACT	8	\$1,096.00
8	Design Coordination with Roadway Consultant		4	16					20	\$2,860.00
c	Existing Conditions Mapping				16				16	\$1,728.00
D	Field Review		8	8					16	\$2,432.00
3 3	Engineering and Design Translation in the second state of the second	12	50	110	216	0	0	0.1	388	\$49,800.00
Α	30% Design Plans		8	24	40				72	\$8,944.00
В	60% Design Plans		8	30	60				98	\$11,926.00
C	90% Design Plans		8	24	60				92	\$11,104.00
D	Final Design Plans		8	16	32				56	\$6,984.00
E	EOPCC		6	16					22	\$3,194.00
F	QC Review	12	4		24				40	\$5,312.00
G	Review Meetings		8						8	\$1,336.00
4	Permitting Services 11. The part of the late of the la	0	• •	28	20	1670	0.00	40 o 0	72	\$9,508.00
A	FDEP General Permit		2	8	8				18	\$2,294.00
В	FDOT Utility Permit		2	8	8				18	\$2,294.00
c	Wetland Permitting Coordination		2	4	4	16			26	\$3,490.00
D	Permit Clearances		2	8	_				10	\$1,430.00
		12	106	170	252	16	8	8	572	\$73,644.00
	HDR Engineering Man-hours(Tasks 1-4)	QC Manager Reviewer	Project Manager	Project Engineer	CAD Designer	Sr. Environmetal Scientist	Admin	Accountant		
	Salary Rate Per Hour	\$171.00	\$167.00	\$137.00	\$108.00	\$136.00	\$66.00	\$85.00		
	Salary Cost	\$2,052.00	\$17,702.00	\$23,290.00	\$27,216.00	\$2,176.00	\$528.00	\$680.00		
	Average Billing Rate for Project									

(Tasks 1-4)

\$128.75

# TASK ORDER APPROVAL FORM

CONTRACT #: C18-26/6-W5	CONTRACT#: C18-2676-WS
TASK ORDER #: 03	HDR ENGINEERING, INC. MASTER SERVICE AGREEMENT ENG
TASK ORDER AMOUNT: \$64,576.00	CONSULTING SVS EXPIRES: 0930/2022
OFFERED BY CONSULTANT:	
HDR Engineering, Inc.	
FIRM'S NAME	
Jennifer E. Hunt, P.E.	
REPRESENTATIVE'S PRINTED NAME	
SIGNATURE	
Senior Vice President	April 5, 2021
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	<ul> <li>APPROVED BY OKALOOSA COUNTY</li> <li>(Per Purchasing Manual)</li> <li>\$25,000 or less approved by Purchasing Manager</li> <li>\$25,001 to \$50,000 approved by OMB Director</li> <li>Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator</li> <li>In excess of \$100,000 approved by the Board.</li> </ul>
Jeff Littrell Deart Littrell Deart Littrell Deart Littrell Deart Littre Littrell Deart Littrell De	Jeffrey A Hyde Digitally signed by Jeffrey A Hyde Date: 2021.04.15 08:04:48 -05:00
Jeff Littrell	Jeff Hyde, PURCHASING MANAGER
WATER & SEWER DIRECTOR TITLE	DATE
inte	
04/14/2021	Faye Douglas Digitally signed by Faye Douglas Date: 2021.04.15 08:12:21 -05:00
DATE	Faye Douglas OMB DIRECTOR (if applicable)
	DATE
John Hofstad Digitally signed by John Hofstad Date: 2021.04.15 08:39:13 -05:00	
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Carolyn Ketchel CHAIRMAN (if applicable)
DATE	DATE

Revised November 3, 2017

# **TASK ORDER 03**

# (Contract C18-2676-WS)

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND HDR, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

# Scope of Basic Services for Okaloosa County Water and Sewer Crestview Bypass Utility Relocations

# Article A. Purpose:

The purpose of this Task Order is to authorize and direct HDR ENGINEERING, INC. (CONSULTANT) to proceed with professional engineering services for providing professional engineering design services to the Okaloosa County Water and Sewer Department (CLIENT). The activities that are included are described in "Article B – Scope of Services."

# Article B. Scope of Services:

The CONSULTANT agrees to furnish professional engineering services that are applicable to the Crestview Bypass Utility Relocations (Project), as requested by the CLIENT's representative. As part of this task order, the Consultant will provide design plans for the relocation of existing water mains located along the new Crestview Bypass and East-West Connector Road, which is required as part of a separate road construction project. In addition, HDR will design the replacement of the existing water main located along the Enzor Road Loop. The services that the CONSULTANT agrees to furnish as part of this Task Order include project management, engineering, and design.

## Task 1. Project Management Services

<u>Objective</u>: CONSULTANT will provide the management, administration, and coordination of project activities. The purpose of this task is to manage and to coordinate project resources consistent with the project schedule and keep the CLIENT informed of project progress. Project Manager will provide project oversight, including day-to-day management of resources and schedules, periodic liaison with CLIENT, telephone conversations, file management, conflict and problem resolution, project staff management, accounting, contracts administration, and project control.

Task Deliverables: CONSULTANT will email invoices and project status reports to the CLIENT.

## Key Understandings:

No Sub-Consultants will be required for this Task Order.

<u>Meetings/Travel</u>: Client communications under this task will be via e-mail and/or telephone conversations.

Information and Services Provided by Others: None.

## Task 2. Data Collection and Utility Mapping

<u>Objective</u>: CONSULTANT shall use existing survey by Surveying and Mapping, LLC (SAM) for the Crestview Bypass Roadway project. For this PROJECT, the CONSULTANT will be using Microstation. The final CADD deliverables for the PROJECT will be in Microstation and will adhere to applicable standards and formats required by the CLIENT. The CONSULANT will gather additional utility information from the CLIENT, other Utility Owners, and site investigation as needed. CONSULTANT shall conduct a ½-day site visit. The site visit will include an onsite investigation of the project area with the CLIENT, as needed, to identify existing utilities, potential design concerns, and proposed design routes.

Task Deliverables: None.

## Key Understandings:

- CLIENT to provide utility survey information in project area to supplement existing survey data.
- CLIENT to provide all necessary survey required for the Enzor Road Loop water main design.
- No new geotechnical information is required. Geotechnical information for the Roadway Widening project will be utilized.
- No Subsurface Utility Engineering Services will be required.
- No Land Acquisition Services will be required.

Meetings/Travel: One ½ - day site visits at the SITE by CONSULTANT.

## Information and Services Provided by Others:

CLIENT to provide existing utility information.

## Task 3. Engineering and Design

Objective: The CONSULTANT will design and submit 30%, 60%, 90% and Final Plans for the Crestview Bypass Utility Relocations project, which includes relocations related to the Crestview Bypass, East-West Connector Road, and Enzor Road Loop. This task will include designs for the removal and replacement of the existing water mains along Arena Road. The Arena Road plans will include (8) eight plan and profile sheets for 2,700 LF of 12" PVC water main and 40 LF of 8" PVC water main. The Arena Road design will also include a roughly 460 LF horizontal directional drill. This task will include designs for the removal and replacement of the existing water mains along Enzor Road. The Enzor Road plans will include (6) six plan and profile sheets for 4,360 LF of 6" PVC water main. The Enzor Road design will also include a roughly 250 LF horizontal directional drill. Utility relocations will be coordinated with the latest roadway and drainage design plans. The CONSULTANT will provide plan and profile designs for the relocation of the utilities. Plan views will be set up at a scale of 1:10. The project documents will contain general notes referencing the Okaloosa County Water and Sewer standard specifications and details. Consultant will develop an Engineers Opinion of Probably Construction Cost (EOPCC) with the 60%, 90% and Final submittals.

## Task Deliverables:

## 30% Design Plans

- Two (2) 11"x17" sets of Design Drawings
- Electronic Submittal (PDF)

## 60% Design Plans

- Two (2) 11"x17" sets of Design Drawings
- Electronic Submittal (PDF)
- 60% Draft EOPCC

## 90% Design Plans

- Two (2) 11"x17" sets of Design Drawings
- Electronic Submittal (PDF)
- 90% Draft EOPCC

## Final Design Plans

- Two (2) Full Size (22"x34") Sets of Drawings
- Two (2) Half Size (11"x17") Sets of Drawings
- One (1) CD containing .PDF and .DWG files
- Final EOPCC

## Key Understandings:

- Okaloosa County Water and Sewer Technical Specifications and Details will be used by Reference.
- Basis of design for new water main installation is assumed to be installed via open cut with two horizontal directional drills under proposed stormwater culverts.
- Maintenance of Traffic planning is excluded from this scope of services.
- Existing utilities will either be replaced with the same diameter main or larger, and hydraulic modeling is excluded from this scope of services.
- Surge analysis is excluded from this scope of services.
- HDR is not providing proposed relocations for other utility owners (i.e. gas, power, communications)
- No Bidding Documents or Bidding Services will be required.
- Conformed documents will not be required.
- The Client will pay all fees required for testing, permitting, agency reviews, etc.
- Permitting for Wetlands Impacts will be covered under the Roadway Project.
- Construction services are excluded from this scope of services.
- Bidding and advertisement documents are excluded from the scope of services.

Meetings/Travel: The CONSULTANT will participate in one meeting with the client, at the CLIENT offices.

<u>Quality Control</u>: The CONSULTANT will conduct a quality control review of project deliverables prior to submittal to the CLIENT.

Information and Services Provided by Others: None.

## Task 4. Permitting Services

<u>Objective</u>: CONSULTANT will coordinate directly with individual permitting agencies to apply and submit for the following permits required for the design and construction of the proposed water main work.

- FDEP General Permit for the construction of a water main extension (form 62-555.900).
- FDOT Utility Permit via online One-Stop-Permitting system

Consultant will coordinate the proposed water main relocation work to fall within the existing wetland permits that have been applied for on the Crestview Bypass and East-West Connector Road projects. Upon completion of the water main construction, the Consultant will submit a request for clearance form for the FDEP General Construction permit and will submit a certification of completion form for the FDOT Utility permit.

## Task Deliverables:

- FDEP General Construction Permit Submittal Package
- FDOT Utility Permit (Online Submittal)
- Final permit clearances and/or certifications for each permitting agency

## **Key Understandings:**

The Client will pay all fees required for testing, permitting, agency review, etc.

- Project permitting will be limited to FDEP and FDOT permits.
- FDEP ERP wetland permit will not be required. Proposed water main work will fall within the existing wetland permit limits for the roadway project.

Meetings/Travel: None.

Information and Services Provided by Others: None.

## **Article C. Compensation Provisions:**

As compensation for providing the services described within this Task Order, OCWS shall pay HDR in accordance with Section 7 of the February 2018, Agreement, a lump sum amount of \$64,576.00, to be billed in percentage of work complete, according to the Tasks listed below:

Task Description	Amount \$
Task 1: Project Management Services	\$4,820.00
Task 2: Data Collection and Utility Mapping	\$6,048.00
Task 3: Engineering and Design	\$46,812.00
Task 4: Permitting Services	\$6,896.00
Total Lump Sum	\$64,576.00

HDR will keep OCWS informed of progress so that the budget and/or work effort can be adjusted if necessary. HDR is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is OCWS obligated to pay HDR beyond these limits.

## Article D. Period of Service:

The schedule for this utility relocation project within this Task Order is contingent upon the completion of the Crestview Bypass Roadway project with Okaloosa County Public Works. The estimated completion of the utility relocation work is as follows:

Authorization to Proceed Termination of Task Order Upon Execution of Task Order July 31, 2021

# Article E. Authorized Representatives:

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

For CLIENT	For CONSULTANT FIDE FOR IDERING, INC
Name: Jon C. Kanak, P.E., Senior Project Manager	Name: Heath Hardy, Project Manager
Address: 1804 Lewis Turner Boulevard, Suite 300	Address: 25 W. Cedar Street, Suite 200
Fort Walton Beach, FL 32547	Pensacola, FL 32502
Telephone: (850) 609-5098	Telephone: (850) 429-8925

Jeff Littrell Custom species by all Little Courty frame is Server 1 04/14/2021

Jeff Littrell, Water & Sewer Director Date

Luntino

April 5, 2021

Date

## **Okaloosa County Water and Sewer Crestview Bypass Utility Relocations**

Resource Classification

Total Lump Sum Fee

\$64,576.00

					Resource C	assitication				
Task No.	Description of Activity	QC Manager Reviewer	Project Manager	Project Engineer	CAD Designer	Sr. Environmental Scientist	Admin	Accountant	Total Man- Hours	Task Cost
4	Project Monagement Strukes	2	24	0	0	Ð	2			\$4,620,00
A	Meetings & Conferences		6	WITH THE PROPERTY OF THE		· ·	2		8	\$1,134.00
8	Project Management & Coordination		18					8	26	\$3,686.00
2	Data Collection and Seitting Conditions Mapping	. 0	9	17	18	3	0		46	\$6,045.b0
A	Data Collection	Stock Louis and Strikeling	2	12	Annual of State of St	10 El 144	100000000000000000000000000000000000000	BODDS and was a set of Bods and a series of Bods and	14	\$1,978.00
В	Existing Conditions Mapping		2		18	2			22	\$2,550.00
c	Field Review		5	5					10	\$1,520.00
	Esignmenting and Design	12	48	120	10%	0	<b>0</b>	<b>0</b>	368	\$48,612.00
A	30% Design Plans		8	24	40				72	\$8,944.00
В	60% Design Plans		8	30	50				88	\$10,846.00
c	90% Design Plans		8	30	50				88	\$10,846.00
D	Final Design Plans		6	20	24				50	\$6,334.00
£	EOPCC		6	16					22	\$3,194.00
F	QC Review	12	4		24				40	\$5,312.00
G	Review Meetings		8						8	\$1,336.00
•	Permitting Services 4: 1	10.	4.0	24	35	arint 🛊 (latif	0	0	19 m <b>52</b> (5 m):	\$6,696.00
A	FDEP General Permit		2	8	8				18	\$2,294.00
8	FDOT Utility Permit		2	8	8				18	\$2,294.00
c	Wetland Permit Coordination		2	4		4			10	\$1,426.00
D	Permit Clearances		22	4					6	\$882.00
		12	89	161	222	6	2	8	500	\$64,576.00
	HDR Engineering Man-hours(Tasks 1-4)	QC Manager Reviewer	Project Manager	Project Engineer	CAD Designer	Sr. Environmetal Scientist	Admin	Accountant		
	Salary Rate Per Hour	\$171.00	\$167.00	\$137.00	\$108.00	\$136.00	\$66.00	\$85.00		
	Salary Cost	\$2,052.00	\$14,863.00	\$22,057.00	\$23,976.00	\$816.00	\$132.00	\$680.00		
	Average Billing Rate for Project							Tota	l Lump Sum Fee	\$64,576,00

(Tasks 1-4)

\$129.15

## TASK ORDER APPROVAL FORM

CONTRACT#: C18-2676-WS

CONTRACT #: C18-2676-WS

Revised November 3, 2017

HDR ENGINEERING, INC. TASK ORDER #: 01- Revision 01 MASTER SERVICE AGREEMENT **ENGINEERING CONSULTANT SVS** TASK ORDER AMOUNT: \$31,971.00 \$39,565.00 EXPIRES: 09/30/2022 OFFERED BY CONSULTANT: HDR Engineering, Inc. FIRM'S NAME Jennifer Erin Hunt, P.E. REPRESENTATIVE'S PRINTED NAME Area Manager/Vice President DATE TITLE APPROVED BY OKALOOSA COUNTY RECOMMENDED FOR APPROVAL (Per Purchasing Manual) (Department Director) \$25,000 or less approved by Purchasing Manager \$25,001 to \$50,000 approved by OMB Director Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator In excess of \$100,000 approved by the Board. Digitally signed by Jeffrey Jeffrey A Jeff Littrell A Hyde Date: 2020.11.06 Hyde 12:38:02 -06'00' Jeff Hyde, PURCHASING MANAGER Jeff Littrell **WATER & SEWER DIRECTOR** DATE TITLE Digitally signed by Faye Faye Douglas Date: 2020.11.06 16:07:20 -06'00' Douglas 10/30/2020 Faye Douglas DATE OMB DIRECTOR (if applicable) DATE Robert A. "Trey" Goodwin III John Hofstad CHAIRMAN (if applicable) COUNTY ADMINISTRATOR (if applicable) DATE DATE

# **Revision 1 TASK ORDER 01**

(Contract C18-2676-WS)

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND HDR, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

# Scope of Basic Services for Okaloosa County Water and Sewer Brooks Bridge Utility Relocation Design-Build RFP Package

# Article A. Purpose:

The purpose of this Task Order is to authorize and direct HDR ENGINEERING, INC. (CONSULTANT) to proceed with professional engineering services for providing professional engineering design services to the Okaloosa County Water and Sewer Department (CLIENT). The activities that are included are described in "Article B – Scope of Services."

## Article B. Scope of Services:

The Florida Department of Transportation (FDOT) is developing a project to widen SR30 (US98) from Perry Avenue to Pier Road, and replace the John T. Brooks Bridge. The project includes reconstruction of impacted side streets including Brooks Street and Santa Rosa Boulevard. FDOT's project will impact water mains and force mains owned by the CLIENT, including the 16" Water Main and the 16" Force Main crossing Brooks Bridge and associated water and sewer lines previously identified by the CLIENT within the project limits (Subject Utilities). FDOT is procuring the Brooks Bridge project via a Design Build RFP.

The CONSULTANT is tasked with providing conceptual design level utility relocation plans for Subject Utilities and the language controlling the work. The Intent is to develop a package for delivery to FDOT in support of the Design-Build RFP. The content of the final deliverable package will be coordinated with FDOT.

#### Task 1. Project Management Services

<u>Objective</u>: CONSULTANT will provide the management, administration and coordination of project activities. The purpose of this task is to manage and to coordinate project resources consistent with the project schedule and budget and keep the CLIENT informed of project progress. Project Manager will provide project oversight, including day-to-day management of resources and schedules and budget tracking and review, periodic liaison with CLIENT, telephone conversations, file management, conflict and problem resolution, project staff management, accounting, contracts administration, and project control.

Task Deliverables: CONSULTANT will email invoices and project status reports to the CLIENT.

#### Key Understandings:

No Sub-Consultants will be required for this Task Order.

Meetings/Travel: Client communications under this task will be via e-mail and/or telephone conversations.

Information and Services Provided by Others: None.

## Task 2. Data Collection and Utility Coordination

Objective: CONSULTANT shall use existing survey by Southeastern Surveying and Mapping Corporation for the Brooks Bridge Replacement project, dated November 2018. For this project, the CONSULTANT will be using Microstation. The final CADD deliverables for the project will be converted to AutoCAD 2018 and will adhere to applicable standards and formats required by the CLIENT. The CONSULANT will gather additional utility information from the CLIENT, other Utility Owners as needed, and site investigation as needed. Two CONSULTANT staff members that resides in the Pensacola, Florida, area will conduct a ½-day site visit. The site visit will include an onsite investigation of the project area with the CLIENT to identify existing utilities, potential design concerns, and proposed design routes.

Task Deliverables: None.

## Key Understandings:

- CLIENT to provide utility information in project area to supplement existing survey data.
- · No geotechnical information is required.
- No Subsurface Utility Engineering Services will be required.
- No Land Acquisition Services will be required.

Meetings/Travel: One 1/2 - day site visit at the SITE by two CONSULTANT staff members.

## Information and Services Provided by Others:

CLIENT to provide existing utility information.

## Task 3. Engineering and Design

Objective: The CONSULTANT will design and submit Draft Conceptual Plans, and Final Conceptual Plans for the relocation of the Subject Utilities. The CONSULTANT will provide plan view relocation designs for the relocation of the water and force mains. Plan views will be set up at a scale of 1:50; profile views will not be included. The project documents will contain general notes referencing the Okaloosa County Water and Sewer and FDOT specifications and standard details. The plans will be developed in accordance with Florida Department of Transportation (FDOT) requirements. The CONSULTANT will develop language describing the extent of the CLIENTS utility relocation work and listing the standards an requirements to be followed.

## Task Deliverables:

## **Draft Conceptual Plans**

- Two (2) 11"x17" sets of Design Drawings
- Draft Description & Requirement Language for Utility Relocation Work
- Electronic Submittal (PDF)

#### Revised Draft Conceptual Plans

- Two (2) 11"x17" sets of Design Drawings
- Draft Description & Requirement Language for Utility Relocation Work
- · Electronic Submittal (PDF)

## Final Conceptual Plans

- Two (2) Full Size (22"x34") Sets of Drawings
- Two (2) Half Size (11"x17") Sets of Drawings
- · One (1) CD containing .PDF and .DWG files for each design phase
- Final Description & Requirement Language for Utility Relocation Work

## Key Understandings:

- Okaloosa County Water and Sewer Technical Specifications and Details will be used by Reference.
- FDOT construction standards, specifications, and Utility Accommodation Manual will be used by Reference.
- Maintenance of Traffic planning is excluded from this scope of services.
- Permitting services are excluded from this scope of services.
- Existing Water Mains and Force Main relocations will be shown to be replaced with the same diameter piping. Hydraulic modeling is excluded from this scope of services.
- Surge analysis is excluded from this scope of services.
- HDR is providing conceptual plans and design-build RFP language, which is based on conceptual
  utility relocations. Detailed construction drawings and technical specifications are excluded from
  this scope of services.
- HDR is not providing proposed relocations for other utility owners (i.e. gas, power, communications)
- Wetland delineation and permitting is excluded from this scope of services.

<u>Meetings/Travel</u>: The CONSULTANT will participate in one meeting with the client, at the CLIENT offices. Additional meetings will be performed as an additional service.

<u>Quality Control</u>: The CONSULTANT will conduct a quality control review of project deliverables prior to submittal to the CLIENT.

Information and Services Provided by Others: None.

## Task 4. Bidding Phase Services

<u>Objective</u>: During FDOT's bidding process of the Design-Build RFP project the CONSULTANT will provide limited bidding phase services on behalf of the CLIENT, which shall include providing formal responses to Contractor RFIs and providing clarification of design intent. The CONSULTANT will respond to (5) Five RFIs.

CONSULTANT will review winning bidder's proposal as it relates to OCWS utility relocations, and will provide a recommendation to OCWS regarding conformance with original design intent. HDR will provide a memo recommendation highlighting the differences with the winning bidder's concept design and the final concept plans. The memo will also include a recommendation relative to conformance with design intent.

## Task Deliverables:

- Formal responses to Requests for Information (RFIs) submitted during the Bidding Phase.
- Memo recommendation relative to design intent.

## Key Understandings:

HDR will provide limited bidding phase services as specified in above. Construction phase services
are excluded from this scope of services.

Meetings/Travel: Client communications under this task will be via e-mail and/or telephone conversations.

Information and Services Provided by Others: None.

# Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, OCWS shall pay HDR in accordance with Section 7 of the February 2018, Agreement, a lump sum amount of \$31,971.00 \$39,565.00, to be billed in percentage of work complete, according to the Tasks listed below:

Task Description	Amount \$
Task 1: Project Management Services	<del>\$3,685.00</del> \$4,104.00
Task 2: Data Collection and Existing Conditions Mapping	<del>\$6,824.00</del> \$9,076.00
Task 3: Engineering and Design	<del>\$18,220.00</del> \$23,143.00
Task 4: Bidding Phase Services	\$3,242.00
Total Lump Sum	<del>\$31,971.00</del> \$39,656.00

HDR will keep OCWS informed of progress so that the budget and/or work effort can be adjusted if necessary. HDR is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is OCWS obligated to pay HDR beyond these limits.

# Article D. Period of Service:

The schedule for this utility relocation project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order Upon Execution of Task Order Upon Award of FDOT Brooks Bridge Replacement Project

# **Article E. Authorized Representatives:**

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

For CLIENT	For CONSULTANT
Name: Jon C. Kanak, P.E., Senior Project Manager	Name: Heath Hardy, Project Manager
Address: 1804 Lewis Turner Boulevard, Suite 300	Address: 25 W. Cedar Street, Suite 200
Fort Walton Beach, FL 32547	Pensacola, FL 32502
Telephone: (850) 609-5098	Telephone: (850) 429-8925

Jeff Littrell	10/30/2020
Jeff Littrell, Water & Sewer Director	Date

Jennifer Prin Hunt, P.E., Area Manager



# CONTRACT/LEASE RENEWAL FORM

Date: July 21, 2020

Company: HDR Engineering, Inc.

Attn: John Wimberly

Address: 25 West Cedar Street, Suite 200

City, St, Zip: Pensacola, FL 32502 RE: Master Service Agreement - Eng.

Dear Mr. Wimberly.

CONTRACT#: C18-2676-WS
HDR ENGINEERING, INC.
MASTER SERVICE AGREEMENT
ENGINEERING CONSULANT SVS
EXPIRES: 09/30/2022

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

COUNTY REPRESENTATIVES	AUTHORIZED COMPAINT REPRESENTATIVE
Dept. Director Jeff Littrell	Contractor Fring Hunt Vicetree HURETAINERING INC
Date: 06/30/2020	HDK Engineering, INC
Approved By: Hofstad Delow on item 1 (as prescribed below on item 1)	Approved By:
Date:	
Approved By: (as prescribed below on kern july)	Title: V.ceProsident
Robert A. "Trey" Goodwin III, C. Date:	hairman 0/12/2020
County Department Instructions:	

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

## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate HDR Engineering, Tur., 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:

SIGNATURE

COMPANY:

INK NAME:

ADDRESS: 25 West Cody S

(Typed of Timed)

Suite200

TITLE: Vice President

Persada F13200

E-MAIL: <u>C.O.</u>

PHONE NO.: 45

<u>850 432-68</u>00

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MMMOD/YYYY) 5/20/2020

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADOTTIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in liau of such endorsement(s). CONTACT NAME: PHONE (A/G. No. Ext): E-MAIL PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 INSURER(S) AFFORDING COVERAGE 19437 INSURER A: Lexington Insurance Company INSURED INSURER B : HDR ENGINEERING, INC. 1429583 1917 SOUTH 67TH STREET INSURER C : **OMAHA NE 68106** COVERAGES **CERTIFICATE NUMBER:** 15203543 **REVISION NUMBER:** XXXXXXX THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSLIRANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY s XXXXXXX EACH OCCURRENCE NOT APPLICABLE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR \* XXXXXXX MED EXP (Any one person) s XXXXXXX s XXXXXXX PERSONAL & ADV BUILDRY s XXXXXXX GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY PRO-PRODUCTS - COMPIOP AGG s XXXXXXX OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY **NOT APPLICABLE** S XXXXXXX ANY AUTO BODILY INJURY (Per parson) S XXXXXXX OWNED ALTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident \* XXXXXXX PROPERTY DAMAGE \* XXXXXXX s XXXXXXX UMBRELLA LIAE NOT APPLICABLE OCCUR EACH OCCURRENCE s XXXXXXX EXCESS LIAB S XXXXXXX CLAIMS-MADE AGGREGATE **\$ XXXXXXX** DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY NOT APPLICABLE STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT \* XXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXX (Minimontory in 1974) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \* XXXXXXXX ARCH & ENG 6/1/2020 6/1/2021 PER CLAIM: \$1,000,000 061853691 AGGREGATE: \$1,000,000 LIABILITY DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remerks Schedule, may be attached if more space is required) MASTER SERVICES AGREEMENT FOR OKALOOSA COUNTY. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM. CANCELLATION **CERTIFICATE HOLDER** 15203543 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Okaloosa County Water and Sewer Department THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Attention: Jeff Littrell ACCORDANCE WITH THE POLICY PROVISIONS. 1804 Lewis Turner Boulevard Fort Walton Beach FL 32547 AUTHORIZED REPRESENTATIVE

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#### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

02-08-2018

Contract/Lease Control #: <u>C18-2676-WS</u>

Procurement#:

<u>RFQ WS 69-17</u>

Contract/Lease Type:

<u>CONTRACT</u>

Award To/Lessee:

HDR ENGINEERING, INC.

Owner/Lessor:

**OKALOOSA COUNTY** 

Effective Date:

02/06/2018

Expiration Date:

09/30/2020 W/1 2 YR RENEWALS

Description of

Contract/Lease:

MASTER SERVICE AGREEMENT-ENGINEERING CONSULTANT

<u>SVS</u>

Department:

<u>WS</u>

Department Monitor:

<u>LITTRELL</u>

Monitor's Telephone #:

<u>850-651-7172</u>

Monitor's FAX # or E-mail: <u>JLITTRELL@CO.</u>OKALO<u>OSA.FL.US</u>

Closed:

Cc:

Finance Department Contracts & Grants Office



DATE (MM/DD/YYYY) 05/19/2020

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

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

PRODUCER	CONTACT Willis Towers Watson Certificate Center  PHONE (A/C, No, Ext): 1-877-945-7378  E-MAIL ADDRESS: certificates@willis.com						
Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191							
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURERA: Liberty Mutual Fire Insurance Company	23035					
INSURED	INSURER B: Ohio Casualty Insurance Company INSURER C: Liberty Insurance Corporation						
HDR Engineering, Inc. 1917 South 67th Street							
Omaha, NE 68106	INSURER D :						
	INSURER E :						
	INSURER F :	INSURER F:					

COVERAGES CERTIFICATE NUMBER: W16486767

REVISION NUMBER:

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

NSR LTR			SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	s	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s	1,000,000
A	X Contractual Liability						MED EXP (Any one person)	\$	10,000
		Y	Y	TB2-641-444950-030	06/01/2020	06/01/2021	PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s	4,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	s	4,000,000
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
_ /	X ANY AUTO	¥		AS2-641-444950-040	06/01/2020	06/01/2021	BODILY INJURY (Per person)	\$	
A	OWNED SCHEDULED AUTOS ONLY		Y				BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
В	UMBRELLA LIAB X OCCUR			Y EUO(21)57919363	06/01/2020	06/01/2021	EACH OCCURRENCE	\$	5,000,000
-	X EXCESS LIAB CLAIMS-MADE	Y	Y				AGGREGATE	\$	5,000,000
	DED X RETENTION \$ 0							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-		
C	ANYPROPRIETOR/PARTNER/EXECUTIVE	NI / A	Y		05/01/0000	0 01/0001</td <td>E.L. EACH ACCIDENT</td> <td>\$</td> <td>1,000,000</td>	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	N/A		WA7-64D-444950-010	06/01/2020	06/01/2021	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Master Services Agreement for Okaloosa County.

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CI	8-	d	61	6-1	RUS

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess
Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on
General Liability, Automobile Liability, Umbrella/Excess Liability and Worker Compensation where required by written
contract and as permitted by law. Umbrella/Excess policy is Follow Form over eneral Liability, Auto Liability and

CERTIFICATE HOLDER	CANCELLA	ATION
	THE EXP	NY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE RATION DATE THEREOF, NOTICE WILL BE DELIVERED IN NCE WITH THE POLICY PROVISIONS.
Okaloosa County Water and Sewer Department Attn: Jeff Littrell 1804 Lewis Turner Boulevard Fort Walton Beach, FL 32547	AUTHORIZEC	CONTRACT#: C18-2676-WS HDR ENGINEERING, INC. MASTER SERVICE AGREEMENT-ENG
		CONSULTANT SVS

ACORD 25 (2016/03)

The ACORD name and logo are registers

EXPIRES: 09/30/2020 W/1 2 YR RENEWAL

SR ID: 19631312

	AGEN	ICY CUSTOMER ID:	
ACORD <sup>®</sup> ADDIT	TIONAL REMA	RKS SCHEDULE	Page 2 of 2
AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street	
POLICY NUMBER See Page 1		Omaha, NE 68106	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDU			
FORM NUMBER:25 FORM TITLE: Certi	ificate of Liability	Insurance	
Employers Liability.			
Additional Insured: County.			

ACORD 101 (2008/01)

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SR ID: 19631312

BATCH: 1684684

CERT: W16486767

#### TASK ORDER APPROVAL FORM

CONTRACT #: C18-2676-WS

Revised November 3, 2017

TASK ORDER #: 02 TASK ORDER AMOUNT: \$14,575.00	CONTRACT#: C18-2676-WS HDR ENGINEERING, INC. MASTER AGREEMENT-ENG. CONSULTING SVS
17 tok CKBER 7 (110 C) 11. 914,070.00	EXPIRES: 09/30/2020 W/1 2 YR RENEWALS
OFFERED BY CONSULTANT:	
HDR Engineering, Inc.	
FIRM'S NAME	
John Wimberly, P.E.	
REPRESENTATIVE'S PRINTED NAME	
SIGNATURE	
HDR Vice President	5/23/19
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)  Light Littrell	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)  • \$25,000 or less approved by Purchasing Manager  • \$25,001 to \$50,000 approved by OMB Director  • Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator  • In excess of \$100,000 approved by the Board.
WATER & SEWER DIRECTOR TITLE	DATE
5   zg   19	Faye Douglas OMB DIRECTOR (if applicable)
	DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Charles K. Windes, Jr. CHAIRMAN (if applicable)
DATE	DATE

#### **TASK ORDER 02**

(Contract C18-2676-WS)

This Task Order is issued pursuant to the Agreement for Consulting Services dated February 2018, Between the County of Okaloosa County, Florida and HDR, which is incorporated herein by this reference, with respect to

## Scope of Basic Services for

# Okaloosa County Water and Sewer PJ Adams Additional Water Main Relocations And Re-Packaging of Construction Plans

#### Article A. Purpose:

The purpose of this Task Order is to authorize and direct HDR ENGINEERING, INC. (CONSULTANT) to proceed with professional engineering services for providing professional engineering design services to the Okaloosa County Water and Sewer Department (CLIENT). The activities that are included are described in "Article B – Scope of Services."

#### Article B. Scope of Services:

The CONSULTANT agrees to furnish professional engineering services that are applicable to the PJ Adams Additional Water Main Relocations and Repackaging of Construction Plans (Project), as requested by the CLIENT's representative. The Consultant previously provided design services for the relocation of the existing water main for Phase 1 & 2 (SR 85 to Ashley Drive) and for Phase 3 (Ashley Drive to Wildhorse Drive). As part of this task order, the Consultant will provide design plans for the relocation of an additional section of water main extending to Crab Apple Drive, which is required for a separate road widening project. In addition, the Consultant will repackage all of the Water Main Relocation Plans into one design package. The services that the CONSULTANT agrees to furnish as part of this Task Order include project management, engineering and design, and construction plan repackaging.

#### Task 1. Project Management Services

<u>Objective</u>: CONSULTANT will provide the management, administration and coordination of project activities. The purpose of this task is to manage and to coordinate project resources consistent with the project schedule and keep the CLIENT informed of project progress. Project Manager will provide project oversight, including day-to-day management of resources and schedules, periodic liaison with CLIENT, telephone conversations, file management, conflict and problem resolution, project staff management, accounting, contracts administration, and project control.

<u>Task Deliverables</u>: CONSULTANT will email invoices and project status reports to the CLIENT.

#### Key Understandings:

No Sub-Consultants will be required for this Task Order.

Meetings/Travel: Client communications under this task will be via e-mail and/or telephone conversations.

Information and Services Provided by Others: None.

#### Task 2. Water Main Relocation Design & Repackaging

Objective: The CONSULTANT will design and submit 60%, 90% and Final Plans for the PJ Adams Water Main Relocation project from SR 85 to Crab Apple Drive. This task will include the design of roughly 2,000 LF of 12" PVC water main from Wildhorse Drive to Crab Apple Drive. Water Main relocations will be coordinated with the latest roadway widening and drainage design plans. The CONSULTANT will provide plan and profile designs for the relocation of the water main. Plan views will be set up at a scale of 1:50; profile views will be set up at a scale of 1:10.

In addition, the Consultant will redesign the temporary water main tie-in locations between Phases 1&2 and Phase 3 to coincide with the proposed construction phasing schedule. The Consultant will consolidate the previous water main relocation design packages and the additional 2,000LF of water main relocation under this task order and combine them into one construction plan set. The project documents will contain general notes referencing the Okaloosa County Water and Sewer standard specifications and details.

#### Task Deliverables:

#### 60% Design Plans

- Two (2) 11"x17" sets of Design Drawings
- Electronic Submittal (PDF)

#### 90% Design Plans

- Two (2) 11"x17" sets of Design Drawings
- Electronic Submittal (PDF)

#### Final Design Plans

- Two (2) Full Size (22"x34") Sets of Drawings
- Two (2) Half Size (11"x17") Sets of Drawings
- One (1) CD containing .PDF and .DWG files

#### Key Understandings:

- Okaloosa County Water and Sewer Technical Specifications and Details will be used by Reference.
- Basis of design for new water main installation is assumed to be installed via open cut and Horizontal Directional Drill.
- Maintenance of Traffic planning is excluded from this scope of services.
- Permitting services are excluded from this scope of services.
- Existing 10" water main to be removed will be replaced with a 12" water main. Hydraulic modeling
  is excluded from this scope of services.
- Surge analysis is excluded from this scope of services.
- HDR is not providing proposed relocations for other utility owners (i.e. gas, power, communications)
- No Bidding Documents or Bidding Services will be required.
- Conformed documents will not be required.
- The Client will pay all fees required for testing, permitting, agency reviews, etc.
- FDOT Utility permits are not required as this is a County Road.
- Permitting for Wetlands Impacts will be covered under the Roadway Project.
- Construction services are excluded from this scope of services.

Meetings/Travel: The CONSULTANT will participate in one meeting with the client, at the CLIENT offices.

<u>Quality Control</u>: The CONSULTANT will conduct a quality control review of project deliverables prior to submittal to the CLIENT.

Information and Services Provided by Others: None.

#### **Article C. Compensation Provisions:**

As compensation for providing the services described within this Task Order, OCWS shall pay HDR in accordance with Section 7 of the February 2018, Agreement, a lump sum amount of \$14,575.00, to be billed in percentage of work complete, according to the Tasks listed below:

Task Description	Amount
Task 1: Project Management Services	\$1,609.00
Task 2: Water Main Relocation Design & Repackaging	\$12,966.00
Total Lump Sum	\$14,575.00

HDR will keep OCWS informed of progress so that the budget and/or work effort can be adjusted if necessary. HDR is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is OCWS obligated to pay HDR beyond these limits.

#### Article D. Period of Service:

The schedule for this utility relocation project within this Task Order is contingent upon the completion of the PJ Adams Road Widening project with Okaloosa County Public Works. The estimated completion of the utility relocation work is as follows:

Authorization to Proceed
Termination of Task Order

Upon Execution of Task Order August 31, 2019

#### Article E. Authorized Representatives:

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

For CLIENT	For CONSULTANT
Name: Jon C. Kanak, P.E., Senior Project Manager	Name: Heath Hardy, Project Manager
Address: 1804 Lewis Turner Boulevard, Suite 300	Address: 25 W. Cedar Street, Suite 200
Fort Walton Beach, FL 32547	Pensacola, FL 32502
Telephone: (850) 609-5098	Telephone: (850) 429-8925

Jeff Littrell, Water & Sewer Director

Date

John Wimberly, P.E., Vice Presiden

Date



DATE (MM/DD/YYYY) 05/17/2019

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

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

PRODUCER	CONTACT NAME:
Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc.	
c/o 26 Century Blvd	
P.O. Box 305191	E-MAIL ADDRESS: certificates@willis.com
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company 23035
INSURED	INSURER B: Liberty Insurance Corporation 42404
HDR Engineering, Inc. 1917 South 67th Street	INSURER C:
Omaha, NE 68106	INSURER D:
	INSURER E :
	INSURER F:

COVERAGES CERTIFICATE NUMBER: W11265393 REVISION NUMBER:

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

INSR LTR				SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	Χ¢	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A	X	Contractual Liability						MED EXP (Any one person)	\$	10,000
	<u> </u>		¥	Y	TB2-641-444950-039	06/01/2019	06/01/2020	PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L	AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
	F	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:							\$	
	AUTO	MOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X /	ANY AUTO						BODILY INJURY (Per person)	\$	
A		OWNED SCHEDULED AUTOS ONLY AUTOS	Y	Y	AS2-641-444950-049	06/01/2019	06/01/2020	BODILY INJURY (Per accident)	\$	
	T	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$5	
									\$	
В	Χl	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
_	E	EXCESS LIAB CLAIMS-MADE	¥	Y	TH7-641-444950-069	06/01/2019	06/01/2020	AGGREGATE	\$	5,000,000
	Г	DED RETENTION \$							\$	
		ERS COMPENSATION MPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANYPE	ROPRIETOR/PARTNER/EXECUTIVE	N/A	Y	WTT CAR AAAAFA 010	05 (01 (0010	06 (01 (0000	E,L. EACH ACCIDENT	\$	1,000,000
	(Mand	atory in NH)	:: / A	1	WA7-64D-444950-019	06/01/2019	06/01/2020	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, DESCI	describe under RIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Master Services Agreement for Okaloosa County.

C18-26-76-W

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

CERTIF	ICATE	HOLDER

CANCELLATION

Okaloosa Co Attn: Jeff 1804 Lewis Fort Waltor CONTRACT#: C18-2676-WS
HDR ENGINEERING, INC.
MASTER AGREEMENT
CONSULTING ENGINEERING SERVCIES
EXPIRES: 09/30/2020 W/1 2 YR RENEWAL

ULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ORDANCE WITH THE POLICY PROVISIONS.

RIZED REPRESENTATIVE

alicia J. Pavelko

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DATE (MM/DD/YYYY)

CERI		CH.	IE OF LIADIL	.111	INSOL	TANCE	6/1/2020	5/1	0/2019
THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR, REPRESENTATIVE OR PRODUCER, AND	LY O	R NE	GATIVELY AMEND, EXTEN IS NOT CONSTITUTE A CO	D OR	ALTER THE	COVERAGE A	FFORDED BY THE POLI	CIES	
IMPORTANT: If the certificate holder is a If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	the t	erms	and conditions of the police	cy, cert ndorse	tain policies ment(s).				•
PRODUCER Lockton Companies				CONT	ACT				
444 W. 47th Street, Suite 900 Kansas City MO 64112-1906					ACT lo, Ext):		(A)C, No	<u>)}:</u>	
(816) 960-9000					E85:				
							RDING COVERAGE		NAIC#
INSURED HDR ENGINEERING, INC.			·			igton Insuran	ce Company		19437
1429583 1917 SOUTH 67TH STREET				INSUR		· · · · · · · · · · · · · · · · · · ·			
OMAHA NE 68106				INSUR					
				INSUR					
				INSUR	-757			(A)(A)(A)(A)(A)(A)(A)(A)(A)(A)(A)(A)(A)(	
			NUMBER: 15203543	LIE ME	CH IOOUED	TO THE INCHE	REVISION NUMBER:	XXX	XXXX
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY I EXCLUSIONS AND CONDITIONS OF SUC	QUIF PERT H PO	REME AIN, T LICIE	NT, TERM OR CONDITION THE INSURANCE AFFORDE S. LIMITS SHOWN MAY HA	OF AN	Y CONTRAC THE POLICIE EN REDUCE	T OR OTHER IS DESCRIBED ID BY PAID CL	DOCUMENT WITH RESP HEREIN IS SUBJECT T	PECT TO	WHICH THIS
NSR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		MMIDDIYYYY	LEGITIST EXP.	LIM		
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR			NOT APPLICABLE				EACH OCCURRENCE		XXXXX
CEANNO-INADE COCOR							DAMAGE TO RENTED PREMISES (Fa occurrence) MED EXP (Any one person)		XXXXX XXXXX
		Í.	•				PERSONAL & ADV INJURY		XXXXX
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		XXXXX
POLICY PRO- JECT LOC		:					PRODUCTS - COMP/OP AGO	3 \$ XX	XXXXX
OTHER:		<u> </u>	M					\$	
AUTOMOBILE LIABILITY			NOT APPLICABLE				COMBINED SINGLE LIMIT [Ea accident)		XXXXX
ANY AUTO OWNED SCHEDULED			NOT AT FEICABLE				BODILY INJURY (Per person) \$ XXXXX		
OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY							BODILY INJURY (Per accider PROPERTY DAMAGE		XXXXX XXXXX
AUTOS ONLY AUTOS ONLY		İ					(Per accident)	\$ 1	ΔΛΛΔΛ
UMBRELLA LIAB OCCUR			***************************************			<u> </u>	EACH OCCURRENCE	\$ XX	XXXXX
EXCESS LIAB CLAIMS MADE	:		NOT APPLICABLE				AGGREGATE		XXXXX
DED RETENTION \$								\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N			NOT APPLICABLE				PER OTHER STATUTE ER	-	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		NOI APPLICABLE		:		EL EACH ACCEDENT		XXXXX
(Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below					į,		E.L. DISEASE - EA EMPLOYEE		XXXXX XXXXX
A ARCH & ENG	λT	`	061853691		6/1/2019	6/1/2020	EL DISEASE - POLICY LIMIT PER CLAIM: \$1,000,000	18 7878	(3.23.23.23.2
PROFESSIONAL LIABILITY	N	N					AGGREGATE: \$1,000,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) MASTER SERVICES AGREEMENT FOR OKALOOSA COUNTY. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.									
CERTIFICATE HOLDER				CANC	ELLATION	÷			
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					FORE	
15203543				AUTHO	RIZED REPRE	SENTATIVE			
Okaloosa County Water and Sewer De Attention: Jeff Littreli 1804 Lewis Turner Boulevard Fort Walton Beach FL 32547	partr	nent				Lan	n Apulla	·	

AGENCY CUSTOMER ID:	
LOC #-	



#### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

See Page 1	See Page 1 EFFECTIVE DATE: See Page 1			
ADDITIONAL REMARKS				
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,				
FORM NUMBER: 25 FORM TITLE: Certificate of	Liability Insurance			
Additional Insured: County.	•			
	·			
l .				

ACORD 101 (2008/01)

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Policy Number: TB2-641-444950-039

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Designated Location(s):

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
  - A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;

- b. Claims made or "suits" brought; or
- Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
  - "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: TB2-641-444950-039

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### DESIGNATED CONSTRUCTION PROJECT(S) **GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section 1 - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction proiect.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: TB2-641-444950-039

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a c ontract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	Any location where you have agreed, through writtencontract, agreement or permit, to provide additionalinsured coverage
Information required to complete this Schedule, if not si	hown above, will be shown in the Declarations.

POLICY NUMBER: TB2-641-444950-039

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.	
nown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-641-444950-039 Issued by

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

#### Schedule

Person or Organization:	Where required by written contract.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

#### **SCHEDULE**

#### Name Of Person(s) Or Organization(s):

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-049 Issued by: Liberty Mutual Fire Insurance Co.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

#### Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

#### Regarding Designated Contract or Project:

Anv

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

with its permission.

POLICY NUMBER: TB2-641-444950-039

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations		

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

#### Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-019

Effective Date 6/01/2019

Premium

Issued to:

WC 00 03 13 Ed. 4/1/1984

Policy Number TB2-641-444950-039

Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Email Address or mailing address:	Number Days Notice:	
As required by written contract or written agreement	30	
	As required by written contract or written	

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-049

Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30
•		

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **NOTICE OF MATERIAL CHANGE**

We will not make changes that reduce the insurance afforded by this policy until written notice of such reduction has been delivered to those scheduled below at least 30 days before the effective date of the m

material change to the insurance afforded by this policy.	
Our failure to provide notice under this endorsement will relates to the person or organization listed below.	not affect the validity of the changes except as
<u>N</u> AME	<u>ADDRESS</u>
As required by written contract or written agreement	
In no event will the notification be less than the minimur Notification will be provided to all parties in a manner as	n days required for notification by state statute. required by state statute, if any.
This endorsement is executed by the Liberty Insurance Corporation Premium:	
Effective Date: 6/1/2019 Expiration Date: 6/1/2020	alicia Avelho
For attachment to Policy No: WA7-64D-444950-019  Countersigned by	
Countersigned by	Authorized Representative
	End. Serial No.

WC 99 20 15 Page 1 of 1 Ed. 09/01/2010

#### NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):

As required by written contract or written agreement

30 Days

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No. WA7-64D-444950-019 Effective Date 6/01/2019 Premium \$

Issued to

#### TASK ORDER APPROVAL FORM

CONTRACT #: C18-2676-WS	
TASK ORDER #: 01	CONTRACT # C18-2676-WS
TASK ORDER AMOUNT: \$31,971.00	HDR ENGINEERING, INC.  MASTER AGREEMENT- ENG. CONSULTING SERVICES
OFFERED BY CONSULTANT:	EXPIRES: 09/30/2020 W/1- 2 YR RENEWA
HDR Engineering, Inc.	
FIRM'S NAME	
John Wimberly, P.E.	
REPRESENTATIVE'S PRINTED NAME	
SIGNATURE	1 .
HDR Managing Principal	1 16 19
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	<ul> <li>APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)</li> <li>\$25,000 or less approved by Purchasing Manager</li> <li>\$25,001 to \$50,000 approved by OMB Director</li> <li>Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator</li> <li>In excess of \$100,000 approved by the Board.</li> </ul>
Jeff Littrell W. Littable	Jeff Hyde Pyrchasing Manager
WATER & SEWER DIRECTOR TITLE	DATE 01/24/2019
1/23/2019 DATE	Greg Kisela OMB DIRECTOR (if applicable)  1 35 19  DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Charles K. Windes, Jr. CHAIRMAN (if applicable)
DATE	DATE

Revised November 3, 2017

#### TASK ORDER 01

(Contract C18-2676-WS)

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND HDR, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

# Scope of Basic Services for Okaloosa County Water and Sewer Brooks Bridge Utility Relocation Design-Build RFP Package

#### Article A. Purpose:

The purpose of this Task Order is to authorize and direct HDR ENGINEERING, INC. (CONSULTANT) to proceed with professional engineering services for providing professional engineering design services to the Okaloosa County Water and Sewer Department (CLIENT). The activities that are included are described in "Article B – Scope of Services."

#### Article B. Scope of Services:

The Florida Department of Transportation (FDOT) is developing a project to widen SR30 (US98) from Perry Avenue to Pier Road, and replace the John T. Brooks Bridge. The project includes reconstruction of impacted side streets including Brooks Street and Santa Rosa Boulevard. FDOT's project will impact water mains and force mains owned by the CLIENT, including the 16" Water Main and the 16" Force Main crossing Brooks Bridge and associated water and sewer lines previously identified by the CLIENT within the project limits (Subject Utilities). FDOT is procuring the Brooks Bridge project via a Design Build RFP.

The CONSULTANT is tasked with providing conceptual design level utility relocation plans for Subject Utilities and the language controlling the work. The Intent is to develop a package for delivery to FDOT in support of the Design-Build RFP. The content of the final deliverable package will be coordinated with FDOT.

#### Task 1. Project Management Services

<u>Objective</u>: CONSULTANT will provide the management, administration and coordination of project activities. The purpose of this task is to manage and to coordinate project resources consistent with the project schedule and budget and keep the CLIENT informed of project progress. Project Manager will provide project oversight, including day-to-day management of resources and schedules and budget tracking and review, periodic liaison with CLIENT, telephone conversations, file management, conflict and problem resolution, project staff management, accounting, contracts administration, and project control.

Task Deliverables: CONSULTANT will email invoices and project status reports to the CLIENT.

#### Key Understandings:

No Sub-Consultants will be required for this Task Order.

Meetings/Travel: Client communications under this task will be via e-mail and/or telephone conversations.

Information and Services Provided by Others: None.

#### Task 2. Data Collection and Utility Coordination

Objective: CONSULTANT shall use existing survey by Southeastern Surveying and Mapping Corporation for the Brooks Bridge Replacement project, dated November 2018. For this project, the CONSULTANT will be using Microstation. The final CADD deliverables for the project will be converted to AutoCAD 2018 and will adhere to applicable standards and formats required by the CLIENT. The CONSULANT will gather additional utility information from the CLIENT, other Utility Owners as needed, and site investigation as needed. Two CONSULTANT staff members that resides in the Pensacola, Florida, area will conduct a ½-day site visit. The site visit will include an onsite investigation of the project area with the CLIENT to identify existing utilities, potential design concerns, and proposed design routes.

Task Deliverables: None.

#### Key Understandings:

- CLIENT to provide utility information in project area to supplement existing survey data.
- No geotechnical information is required.
- No Subsurface Utility Engineering Services will be required.
- No Land Acquisition Services will be required.

Meetings/Travel: One ½ - day site visit at the SITE by two CONSULTANT staff members.

#### <u>Information and Services Provided by Others</u>:

CLIENT to provide existing utility information.

#### Task 3. Engineering and Design

<u>Objective</u>: The CONSULTANT will design and submit Draft Conceptual Plans, and Final Conceptual Plans for the relocation of the Subject Utilities. The CONSULTANT will provide plan view relocation designs for the relocation of the water and force mains. Plan views will be set up at a scale of 1:50; profile views will not be included. The project documents will contain general notes referencing the Okaloosa County Water and Sewer and FDOT specifications and standard details. The plans will be developed in accordance with Florida Department of Transportation (FDOT) requirements. The CONSULTANT will develop language describing the extent of the CLIENTS utility relocation work and listing the standards an requirements to be followed.

#### Task Deliverables:

#### **Draft Conceptual Plans**

- Two (2) 11"x17" sets of Design Drawings
- Draft Description & Requirement Language for Utility Relocation Work
- Electronic Submittal (PDF)

#### Final Conceptual Plans

- Two (2) Full Size (22"x34") Sets of Drawings
- Two (2) Half Size (11"x17") Sets of Drawings
- One (1) CD containing .PDF and .DWG files for each design phase
- Final Description & Requirement Language for Utility Relocation Work

#### **Key Understandings:**

- Okaloosa County Water and Sewer Technical Specifications and Details will be used by Reference.
- FDOT construction standards, specifications, and Utility Accommodation Manual will be used by Reference.
- Maintenance of Traffic planning is excluded from this scope of services.
- Permitting services are excluded from this scope of services.
- Existing Water Mains and Force Main relocations will be shown to be replaced with the same diameter piping. Hydraulic modeling is excluded from this scope of services.

- Surge analysis is excluded from this scope of services.
- HDR is providing conceptual plans and design-build RFP language, which is based on conceptual
  utility relocations. Detailed construction drawings and technical specifications are excluded from
  this scope of services.
- HDR is not providing proposed relocations for other utility owners (i.e. gas, power, communications)
- Wetland delineation and permitting is excluded from this scope of services.

<u>Meetings/Travel</u>: The CONSULTANT will participate in one meeting with the client, at the CLIENT offices. Additional meetings will be performed as an additional service.

<u>Quality Control</u>: The CONSULTANT will conduct a quality control review of project deliverables prior to submittal to the CLIENT.

Information and Services Provided by Others: None.

#### Task 4. Bidding Phase Services

<u>Objective</u>: During FDOT's bidding process of the Design-Build RFP project the CONSULTANT will provide limited bidding phase services on behalf of the CLIENT, which shall include providing formal responses to Contractor RFIs and providing clarification of design intent. The CONSULTANT will respond to (5) Five RFIs.

CONSULTANT will review winning bidder's proposal as it relates to OCWS utility relocations, and will provide a recommendation to OCWS regarding conformance with original design intent. HDR will provide a memo recommendation highlighting the differences with the winning bidder's concept design and the final concept plans. The memo will also include a recommendation relative to conformance with design intent.

#### Task Deliverables:

- Formal responses to Requests for Information (RFIs) submitted during the Bidding Phase.
- Memo recommendation relative to design intent.

#### Key Understandings:

HDR will provide limited bidding phase services as specified in above. Construction phase services
are excluded from this scope of services.

<u>Meetings/Travel</u>: Client communications under this task will be via e-mail and/or telephone conversations.

<u>Information and Services Provided by Others</u>: None.

#### **Article C. Compensation Provisions:**

As compensation for providing the services described within this Task Order, OCWS shall pay HDR in accordance with Section 7 of the February 2018, Agreement, a lump sum amount of \$31,971.00, to be billed in percentage of work complete, according to the Tasks listed below:

Task Description	Amount\$
Task 1: Project Management Services	\$3,685.00
Task 2: Data Collection and Existing Conditions Mapping	\$6,824.00
Task 3: Engineering and Design	\$18,220.00
Task 4: Bidding Phase Services	\$3,242.00
Total Lump Sum	\$31,971.00

HDR will keep OCWS informed of progress so that the budget and/or work effort can be adjusted if necessary. HDR is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is OCWS obligated to pay HDR beyond these limits.

#### Article D. Period of Service:

The schedule for this utility relocation project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order Upon Execution of Task Order Upon Award of FDOT Brooks Bridge Replacement Project

#### **Article E. Authorized Representatives:**

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

For CLIENT	For CONSULTANT					
Name: Jon C. Kanak, P.E., Senior Project Manager	Name: Heath Hardy, Project Manager					
Address: 1804 Lewis Turner Boulevard, Suite 300	Address: 25 W. Cedar Street, Suite 200					
Fort Walton Beach, FL 32547	Pensacola, FL 32502					
Telephone: (850) 609-5098	Telephone: (850) 429-8925					

Jeff Littrell, Water & Sewer Director Date

John Wimberly, P.E., HDR Managing Principal Date



DATE (MM/DD/YYYY) 05/18/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

				rms and conditions of tr ificate holder in lieu of s				require an endorsemen	t. As	tatement on
PRODUCER					CONTA NAME:					
Willis of Minnesota, Inc.						PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No. Ext): 1-888-467-2378				
P.O. Box 305191					I C MAAN		cates@willi			
Nashville, TN 372305	191 USA				INSURER(S) AFFORDING COVERAGE					NAIC#
					INSURE	RA: Libert	y Mutual Fi	re Insurance Company	t	23035
INSURED					INSURE	RB: Libert	y Insurance	Corporation		42404
HDR Engineering, Inc. 8404 Indian Hills Drive					INSURER C:					
Omaha, NE 68114					INSURE	RD:				
•				!	INSURE	RE:				
					INSURE	RF:				
COVERAGES	CER	TIFIC/	ATE	NUMBER: W6240099				REVISION NUMBER:		
INDICATED. NOTWITHST. CERTIFICATE MAY BE IS:	ANDING ANY RE SUED OR MAY I	QUIRE PERTA	MEN IN, 7	ANCE LISTED BELOW HAY  IT, TERM OR CONDITION  THE INSURANCE AFFORDI  LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE	OR OTHER I	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO	WHICH THIS
INSR TYPE OF INSUR		ADDL S	UBR	POLICY NUMBER		POLICY EFF	POLICY EXP	LIMIT		
X COMMERCIAL GENERA		INSD Y	N.V.D.	FOLIOT NUMBER			[MWAND] YYYY]	EAGU GOOURDENCE	ř <u> </u>	7 000 000

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X COMMERCIAL GENERAL LIABILITY				06/01/2018		EACH OCCURRENCE	\$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	S	1,000,000
A	X Contractual Liability						MED EXP (Any one person)	\$	10,000
		Y	Y.	TB2-641-444950-038		06/01/2019	PERSONAL & ADV INJURY	5	2,000,000
l	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	S	4,000,000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X ANY AUTO		Y	AS2-641-444950-048	06/01/2018	06/01/2019	BODILY INJURY (Per person)	\$	
A	OWNED SCHEDULES AUTOS ONLY AUTOS	Y					BODILY INJURY (Per accident)	s	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
В	X UMBRELLA LIAB X OCCUR				06/01/2018	06/01/2019	EACH OCCURRENCE	\$	5,000,000
-	EXCESS LIAB CLAIMS-MADE	¥	Ā	TH7-641-444950-068			AGGREGATE	\$	5,000,000
	DED RETENTIONS	ĺ						S	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	У	4	06/01/2018		X PER OTH- STATUTE ER		
В	ANYPROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	147.4		WA7-64D-444950-018		00/01/2019	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

Re: Master Services Agreement for Okaloosa County.

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County Water and Sewer Department	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANC  Contract # C18-2676-WS
Attn: Jeff Littrell	AUTHORIZED REP HDR ENGINEERING, INC.
1804 Lewis Turner Boulevard	MASTER AGREEMENT
Fort Walton Beach, FL 32547	CONSULTING ENGINEERING SERVICES
ACORD 25 (2015/19) The ACORD page	EXPIRES: 09/30/2020 W/ 1 2 YR RENEWA



DATE (MM/DD/YYYY) 02/09/2018

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

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

PRODUCER		CONTACT NAME:							
Willis of Minnesota, Inc.		PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No); 1-888-	467-2378					
c/o 26 Century Blvd		E-MAL ADDRESS: certificates@willis.com							
P.O. Box 305191		ADDRESS: Certificacesewillis.com							
Nashville, TN 372305191 USA		INSURER(S) AFFORDING COVERAGE		NAIC#					
		INSURERA: Liberty Mutual Fire Insurance	Company	23035					
INSURED HDR Engineering, Inc.		INSURER B: Liberty Mutual Insurance Compa	iny	23043					
8404 Indian Hills Drive		Contract # C18-2676-WS		,,					
Omaha, NE 68114		HDR ENGINEERING, INC.							
		MASTER AGREEMENT-							
		$^\perp$ ENG. CONSULTING SERVICES $^+$							
COVERAGES CI	ERTIFICATE NUMBER: W5251111	EVDIDED AND AND AND AND AND AND AND AND AND AN							

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

E	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																
INSR	TYPE OF INSURANCE		SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s									
	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		x		06/01/2017		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 1,000,000									
A	X Contractual Liability	¥		mpg 641 4440E0 027			MED EXP (Any one person)	\$ 10,000									
				TB2-641-444950-037			PERSONAL & ADV INJURY	\$ 2,000,000									
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000									
	POLICY X PRO. X LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000									
	OTHER: AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000									
	OTUA YNA X			AS2-641-444950-047	06/01/2017	06/01/2018	BODILY INJURY (Per person)	\$									
В	OWNED SCHEDULED AUTOS ONLY AUTOS	Y	¥				BODILY INJURY (Per accident)	\$									
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$									
					[.					\$							
В	X UMBRELLA LIAB X OCCUR		¥		06/01/2017	06/01/2018	EACH OCCURRENCE	\$ 5,000,000									
	EXCESS LIAB CLAIMS-MADE	Y		TH7-641-444950-067			AGGREGATE	\$ 5,000,000									
	DED RETENTION \$ WORKERS COMPENSATION						TERR L OTH	\$									
_	AND EMPLOYERS' LIABILITY Y/N							X PER STATUTE OTH-	1 000 000								
В	OT TOLINGLING LINE COLOULD	N/A	¥	WA7-64D-444950-017	06/01/2017	06/01/2018	E,L, EACH ACCIDENT	\$ 1,000,000 ¢ 1,000,000									
	(Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below															E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	DESCRIPTION OF OPERATIONS DRICK						E.C. DIOLAGE - FOLIOT LIMIT	<u> </u>									
ĺ				1													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Master Services Agreement for Okaloosa County.

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER	CANCELLATION					
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Okaloosa County Water and Sewer Department Attn: Jeff Littrell	AUTHORIZED REPRESENTATIVE					
1804 Lewis Turner Boulevard	Ext A. How					
Fort Walton Beach, FL 32547	4. 17 ov					

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6/1/2018

DATE (MM/DD/YYYY) 2/9/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): Kansas City MO 64112-1906 (816) 960-9000 INSURER(S) AFFORDING COVERAGE NAIC# 19437 INSURER A: Lexington Insurance Company INSURED HDR ENGINEERING, INC. INSURER B: 1429583 8404 INDIAN HILLS DRIVE INSURER C : OMAHA NE 68114-4049 INSURER D: INSURER E : INSURER F : **COVERAGES** \*HDRIN01 **CERTIFICATE NUMBER: REVISION NUMBER:** 15203543 XXXXXXX THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE LIMITS POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ XXXXXXX NOT APPLICABLE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE LOCCUR \$ XXXXXXX MED EXP (Any one person) \$ XXXXXXX PERSONAL & ADV INJURY \$ XXXXXXX GEN'L AGGREGATE LIMIT APPLIES PER; GENERAL AGGREGATE \$ XXXXXXX POLICY PRODUCTS - COMP/OP AGG \$ XXXXXXX \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) NOT APPLICABLE AUTOMOBILE LIABILITY \* XXXXXXX BODILY INJURY (Per person) ANY AUTO \$ XXXXXXX OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX AUTOS ONLY AUTOS ONLY \$ XXXXXXX UMBRELLA LIAB NOT APPLICABLE \$ XXXXXXX OCCUR EACH OCCURRENCE EXCESS LIAB AGGREGATE CLAIMS-MADE \$ XXXXXXX \$ XXXXXXX DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY NOT APPLICABLE STATUTE ( ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ XXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXX (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ XXXXXXX PER CLAIM: \$1,000,000 ARCH & ENG 061853691 6/1/2017 6/1/2018 AGGREGATE: \$1,000,000 PROFESSIONAL LIABILITY DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MASTER SERVICES AGREEMENT FOR OKALOOSA COUNTY. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM. **CERTIFICATE HOLDER** CANCELLATION 15203543 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Okaloosa County Water and Sewer Department THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Attention: Jeff Littrell 1804 Lewis Turner Boulevard Fort Walton Beach FL 32547 AUTHORIZED REPRESENTATIVE

		Username	Password	1
		Forgot Username?	Forgot Password?	Log In  Create an Account
		rorgot username?	rorgot Passwords	Create an Account
	HDR ENGINEERING, IN	ic.		CENTRAL PARK AVE # 201
<b>Entity</b>	DUNS: 788568116 CAGE Code:		VIRGINIA	BEACH, VA, 23462-3174, UNITED STATES
Dashboard	Status: Active	Expiration Date: 11,	•	
<ul> <li>Entity Registration</li> </ul>	9A444ya4ya4yy4yy49977777779799999999922525000000000000000	Purpose of Registration	e All Awards	AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
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Reps & Certs				
▶ <u>POCs</u>	Entity Registration	Summary		
► Exclusions	Name: HDR ENGINE Doing Business			
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<ul> <li>Excluded Family Members</li> </ul>	Expiration Date: 1			
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GSA

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# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

	Procurement/Contract/Lease Number: 150	Tracking Number: <u>2136-</u> 1
	Procurement/Contractor/Lessee Name: HVR Encine	2/17( Grant Funded: YES NO
	Purpose: Encineern ( Services C=	toct
	Date/Term: 3/RS W/ 3/RMPNOWAL	1. GREATER THAN \$100,000
	Amount:	2. GREATER THAN \$50,000
	Department: <u>US</u>	3.  \$50,000 OR LESS
	Dept. Monitor Name: Littall	_
	Purchasing Review	
	Procurement or Contract/Lease requirements are met:	12 / 5/2
	Purchasing Director or designee Greg Kisela, Jeff Hyde	Date: // Date:
Agrange Marie	2CFR Compliance Review (ii	required)
-	Approved as written:  Grants Coordinator Renee Biby	Date: 12 1/2017
	Risk Management Revi	ew
	Approved as written: Chang r	nade 12-7-17
2	Risk Manager or designee Laura Porter or Krystal Ki	Date: 12-7-17
	County Attorney Revie	ew A
	Approved as written; See Enail County Attorney Review	lah.
		Date: 1-22-18
	County Attorney Gregory T. Stewart, Lynn	Hoshihara, Kerry Parsons or Designee
	Following Okaloosa County o	approvai:
	Clerk Finance Document has been received:	
		Date:
	Finance Manager or designee	. <del>-</del>

#### **DeRita Mason**

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Monday, January 22, 2018 10:33 AM

To:

DeRita Mason

Cc:

Lynn Hoshihara

Subject:

RE: HDR Contract Draft

This agreement is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]

Sent: Friday, January 19, 2018 12:18 PM

To: Parsons, Kerry Cc: Lynn Hoshihara

Subject: HDR Contract Draft

Attached is the draft of the contract. I highlighted the changes I made from the last version you reviewed. I am also attaching the rate sheet.



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

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<sup>&</sup>quot;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:

Greg Kisela

Sent:

Monday, January 22, 2018 10:28 AM

To:

DeRita Mason

Subject:

Insurance - Resiliency Scope

DeRita: I spoke to the County Administrator, John Hofstad, on the insurance provisions for the Resiliency contract for Public Safety. We are both okay with the commercial liability insurance not being provided as long as the automobile and professional liability protections are in place.

Greg Kisela Purchasing Director Okaloosa County BCC

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 email communication, including your e-mail address, may be subject to public disclosure.

#### TASK ORDER AGREEMENT FOR CONSULTANT SERVICES

(Master Services Agreement)

Between

The Board of County Commissioners of Okaloosa County
And
HDR ENGINEERING, INC.

This Agreement made on 6th of February , 2018 between <u>Board of County</u> <u>Commissioners of Okaloosa County</u> [COUNTY], whose address is <u>1250 N. Eglin Pkwy, Shalimar, Florida 32579</u>, and <u>HDR Engineering, Inc.</u> [CONSULTANT], a <u>Nebraska Corporation</u> authorized to conduct business in the State of Florida, having its office located at <u>25 West Cedar Street</u>, Suite 200, Pensacola FL 32502.

#### RECITALS

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

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

WHEREAS, the COUNTY, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are hereby incorporated, as stated in Exhibit "C "attached hereto; 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 31, 2017 in response to RFQ #WS 69-17.

**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 Scope of Services, 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 flowing characteristics:

All professional services required to complete any public water and wastewater infrastructure project including, but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction

Contract # C18-2676-WS HDR ENGINEERING, INC. MASTER AGREEMENT-ENG. CONSULTING SERVICES EXPIRES: 09/30/2020 W/1 2 YR RENEWAL inspections; construction management; contract administration; project completion certifications and as-builts may be required; design-build services; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grand administration; and any type of environmental consulting. The types of projects which may be assigned include: potable water wells; tanks; booster stations; SCADA; water/wastewater treatment plants; disposal systems; lift stations; water/sewer mains & services; other components of the water distribution system and wastewater collection system; reclaimed water infrastructure; and any other type of project which may be in the COUNTY's Capital Improvement Plan or under the purview of the Water & Sewer Department or another COUNTY department.

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

1.3. Term of AGREEMENT. This AGREEMENT will become effective upon full execution of this document by both parties and will run through September 30, 2020. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for an additional two (2) year period. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. 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 a task order at least ten (10) business days prior to the change in writing.
- **3.1.2.** Arranging for and holding promptly any required meetings.
- **3.1.3.** Provide boundary and topographical surveys. Furnish depth of existing utilities on the topographical survey at locations where horizontal directional bores or jack-and-bores are required.

- **3.1.4.** Making available to the 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.
- **3.1.5.** 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.
- **3.1.6.** 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, 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.** Changes. The COUNTY may make or approve changes within the Scope of Services. If such changes affect CONSULTANT's cost of or time for performance of the Services, an

- equitable adjustment may be made through an amendment in writing fully executed by both parties to the AGREEMENT.
- 5.4. Indemnification. CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28. Florida Statutes, as amended from time to time.

#### **SECTION 6. TIME SCHEDULE**

- **6.1. Authorization.** Unless otherwise directed by the COUNTY, in writing, the CONSULTANT shall commence the performance of the Basic Services upon execution of the AGREEMENT by both parties which shall constitute Authorization to Proceed.
- **6.2.** Additional Services. Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to the AGREEMENT by both parties and shall be completed in accordance with a schedule set forth in the authorization.

#### **SECTION 7.** AMOUNT AND METHOD OF PAYMENT

Method of Payment. For services provided under Section 1, Basic Services, and Section 2, 7.1. 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. 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. The total amount to be paid by the County under this Contract for all consulting services shall not exceed \$200,000 per Task Order for a single study or Two Million Dollars per Task Order for a single construction project.

- **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 on CONSULTANT's rates, included as Exhibit A, for the actual time worked on the project. Rates are not subject to change for the three-year term. Exhibit A also includes the rates for the additional renewal period. 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. However, 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. Additionally, any direct expense, which includes, lodging, travel, mileage and meals, that have been preauthorized, shall be reimbursed in accordance with the most recently published Federal GSA published rates and http://fdotewp1.dot.state.fl.us/citytocitymileage/viewer.aspx.

#### **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. CONSULTANT's Coverage. Prior to** commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to the COUNTY in a form acceptable to the COUNTY. Insurance carriers for General Liability and Motor Vehicle Liability shall be A+ rated by AM Best Company, and insurance carriers for Professional Liability shall be A rated by AM Best Company. All insurance carriers shall have a financial size of X or higher.

- **12.2.** Additional Insured. The CONSULTANT's policies or certificates for general and motor vehicle liability insurance shall name the COUNTY as an Additional Insured.
- 12.3. Certificate of Insurance. All policies or certificates therefore, shall provide that thirty (30) days prior to cancellation in the policies, notice of same shall be given to the COUNTY by certified mail, return receipt requested, for all policies so affected.
- 12.4. Minimum Coverage. The minimum required coverage is the following:
- **12.4.1. Worker's Compensation and Employer's Liability.** Worker's Compensation in compliance with the statutory requirements of the State and Employer's Liability in compliance with the statutory requirements of the State.
- **12.4.2. General Liability.** Commercial general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability as set forth below, issued to and covering the liability of the CONSULTANT with respect to all work performed by the CONSULTANT under this AGREEMENT.

Bodily Injury, including death:

\$1,000,000 each person

\$1,000,000 each accident

Property Damage: \$500,000 each accident

**12.4.3. Motor Vehicle Liability**. Motor vehicle liability insurance including all owned, hired, or non-owned vehicle equipment for minimum limits of:

Bodily Injury, including death:

\$1,000,000 each person

\$1,000,000 each accident

Property Damage: \$500,000 each accident

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

#### **SECTION 13.** GENERAL PROVISIONS

- **13.1. Successors.** This AGREEMENT is binding on the successors and assigns of the COUNTY and 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.
- 13.2. 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.
- **13.3.** Notices. Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall

be delivered or sent to the designated representative of the other party. All notices required in this AGREEMENT shall be in writing to the Designated Representative listed below:

#### 13.3.1. Representatives.

13.3.1.1. The authorized representatives of the COUNTY shall be:

Name:	Jeff Littrell
Title:	Director
Company:	Okaloosa County Water and Sewer
	Department
Address:	1804 Lewis Turner Boulevard
	Fort Walton Beach, FL 32547
Telephone:	850.651.7172
Facsimile:	850.651.7193
E-Mail:	jlittrell@co.okaloosa.fl.us

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name:	Christine Kefauver
Title:	Area Manager
Company:	HDR Engineering, Inc.
Address:	25 W. Cedar Street
	Suite 200
	Pensacola, FL 32502
Telephone:	850-429-8900
Facsimile:	850-432-8010
E-Mail:	christine.kefauver@hdrinc.com

#### 13.3.1.3 Courtesy copy to:

Contracts & Lease 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.

- **13.4. 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:
- **13.4.1.** Exhibit A Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services to OCWS.

- 13.4.2. Exhibit B Scope of Services
- **13.4.3.** Exhibit C –Standard Contract Clauses.
- 13.5. Governing Law & Venue This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.
- **13.6.** Compliance with the Law. 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.
- 13.7. Waivers and Severability. Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

#### 13.8. Covenants.

- 13.8.1. The standard of care applicable to 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 and locale 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.
- **13.8.2.** CONSULTANT represents that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- 13.9. Lower-Tier Subcontracts. CONSULTANT represents 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.
- **13.10. 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.
- 13.11. Confidentiality and Public Records.
- 13.11.1. CONSULTANT represents 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.
- 13.11.2. 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.
- 13.11.3. 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 **PUBLIC** RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL **ROAD** CRESTVIEW, FL 32536. PHONE: (850)689-5977 riskinfo@co.okaloosa.fl.us. 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.

- **13.12.** Conflict of Interest. CONSULTANT represents 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.
- **13.13.** Third Party Beneficiaries. It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- **13.14. Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- **13.15.** Publicity. 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.
- **13.16.** 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.

#### 13.17. CONSULTANT's Personnel at Construction Site.

13.17.1. 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.

- 13.17.2. 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.
- 13.17.3. 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

- 14.1. This AGREEMENT is subject to the following special provisions:
- 14.1.1. Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, 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.
- **14.1.2.** Advertisements, Permits, and Access. Unless otherwise agreed to in the executed Task Orders, the COUNTY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or project construction.
- **14.1.3. 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.
- 14.1.4. 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.

14.1.5. Audit and Record Keeping. The COUNTY and/or its designee shall have the right from time to time at is sole expense to audit the compliance by the 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

**15.1.1 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.

#### SECTION 16.MINORITY/WOMEN'S BUSINESS ENTERPRISES

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

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

#### SECTION 17. PROCUREMENT OF RECOVERED MATERIALS

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

#### SECTION 18. ENVIORMENTAL AND ENGERY POLICIES

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

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

#### 18.1.3. Federal Water Pollution Control Act.

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

#### SECTION 19. FEDERAL SUSPENSION AND DEBARMENT

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

any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **SECTION 20. LOBBYING**

20.1.1 Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

#### SECTION 21. COMPLAINCE WITH FEDERAL, STATE AND LOCAL LAWS

- 21.1.1 The Consultant and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Consultant shall include this provision in all subcontracts issued as a result of this Agreement.
- 21.1.2 No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
- **21.1.3.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 21.1.4. Any dispute concerning performance of this Contract shall be processed as described herein. Jurisdiction for any damages arising under the terms of this Contract will be in the courts of the State of Florida, and venue will be in the Second Judicial Circuit, in and for Okaloosa County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.

#### SECTION 22. FEDERAL REGULATIONS

**22.1.1** The parties agree to comply with the Federal Regulations, including, but not limited to, as set forth in Exhibit C, which is expressly incorporated herein as part of the AGREEMENT.

#### **SECTION 23. ENFORCEMENT COSTS**

23.1.1 If any legal action or other proceeding is brought for the enforcement of this AGREEMENT, or because of an alleged dispute, breach, default or misrepresentation in connection with any

provisions of this AGREEMENT, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **SECTION 24. DEBT**

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

#### **SECTION 25. PERSONNEL**

- 25.1.1 The CONSULTANT is, and shall be, in the performance of all work services and activities under this AGREEMENT, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- 25.1.2 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY, nor shall such personnel be entitled to any benefits of the COUNTY including, but not limited to, pension, health and workers' compensation benefits.
- 25.1.3 All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- 25.1.4 Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in CONSULTANT's statement of qualifications, must be made known to the COUNTY's Representative and written approval must be granted by the COUNTY's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.
- 25.1.5 The CONSULTANT represents that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.
- 25.1.6 The CONSULTANT represents that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this AGREEMENT meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. CONSULTANT shall

indemnify, defend and hold harmless the COUNTY, its officers and employees from and against any sanctions and any other liability which may be assessed against the CONSULTANT in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

25.1.7 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

#### **SECTION 26. TRUTH IN NEGOTIATION RESPRENTATIONS**

26.1.1 CONSULTANT represents that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this AGREEMENT and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

26.1.2 In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this AGREEMENT are accurate, complete and current as of the date of the AGREEMENT and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service. Should the COUNTY determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this AGREEMENT shall be adjusted accordingly.

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.

The COUNTY Board of County Commissioners of Okaloosa County		CONSULTANT HDR ENGINEERING, INC.		
Ву:	Graham W. Fountain State Cost	Ву:	Unistra Stefaurer Orrishne suffaurer Vice President	
Title:	Chairman	Title:	Vice President	
Attested:	Jaw J. Clarks  J.D. Peacockul, Clerk  ***********************************	END	Addme Whathy INC  **********	

### **EXHIBIT "A"**

### OKALOOSA COUNTY GENERAL SERVICES Hourly Billing Rate Calculation for HDR Engineering, Inc.

	Hourly Billing	Hourly Billing
Classification:	Rates (\$)	Rates (\$)
	1/1/2018	10/1/2020
Management Staff		
Senior Project Principal	\$185,00	\$196,00
QC Manager/Reviewer	\$162.00	\$171.00
Senior Project Manager	\$158.00	\$167.00
Professional Staff		
Project Manager/Construction Manager	\$147.00	\$155.00
Senior Professional Engineer/PhD	\$152.00	\$161.00
Senior Structural Engineer	\$144.00	\$152.00
Structural Engineer	\$108.00	\$114.00
Senior Electrical Engineer	\$156.00	\$165.00
Electrical Engineer	\$131.00	\$138.00
Senior Professional Engineer	\$145.00	\$153.00
Project Engineer/Designer	\$130.00	\$137.00
Engineering Intern	\$92,00	\$97.00
Professional Architect	\$138.00	\$146.00
Staff Architect	\$99.00	\$105.00
Senior Environmental Scientist	\$129.00	\$136.00
Environmental Scientist	\$95.00	\$100.00
Technical Staff		
GIS Technician	\$100.00	\$106.00
CADD Designer	\$102.00	\$108.00
CADD Technician	\$72.00	\$76.00
Field Staff		
Construction Contract Administrator	\$132.00	\$140,00
Senior Construction Inspector	\$97.00	\$103.00
Construction Inspector	\$78.00	\$82.00
Administrative Staff		
Accountant	\$80.00	\$85.00
Clerical/Administrative	\$62.00	\$66.00

Day-to-Day Direct Expenses	Reimbursable Rate		
CADD/Computer Usage	Included in Hourly Rate		
Plotting, Printing, Binding, Scanning	Included in Hourly Rate		
Telephone, Fax, Cell Phone	Included in Hourly Rate		
Photographs, Film Development	Included in Hourly Rate		
Other Direct Expenses			
Lodging	Not to Exceed Per Diem (Federal Rate)		
Travel, Mileage	Not to Exceed Per Diem (County Rate)		
Meals	Not to Exceed Per Diem (Federal Rate)		
Color Prints, Maps, Presentation Boards	At Cost + 5%		
Subconsultants	At Cost + 5%		

## Standard Contract Clauses Exhibit "C"

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

#### Compliance with Nondiscrimination Requirements

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

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

#### OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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

#### E-VERIFY

Enrollment and verification requirements.

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

days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

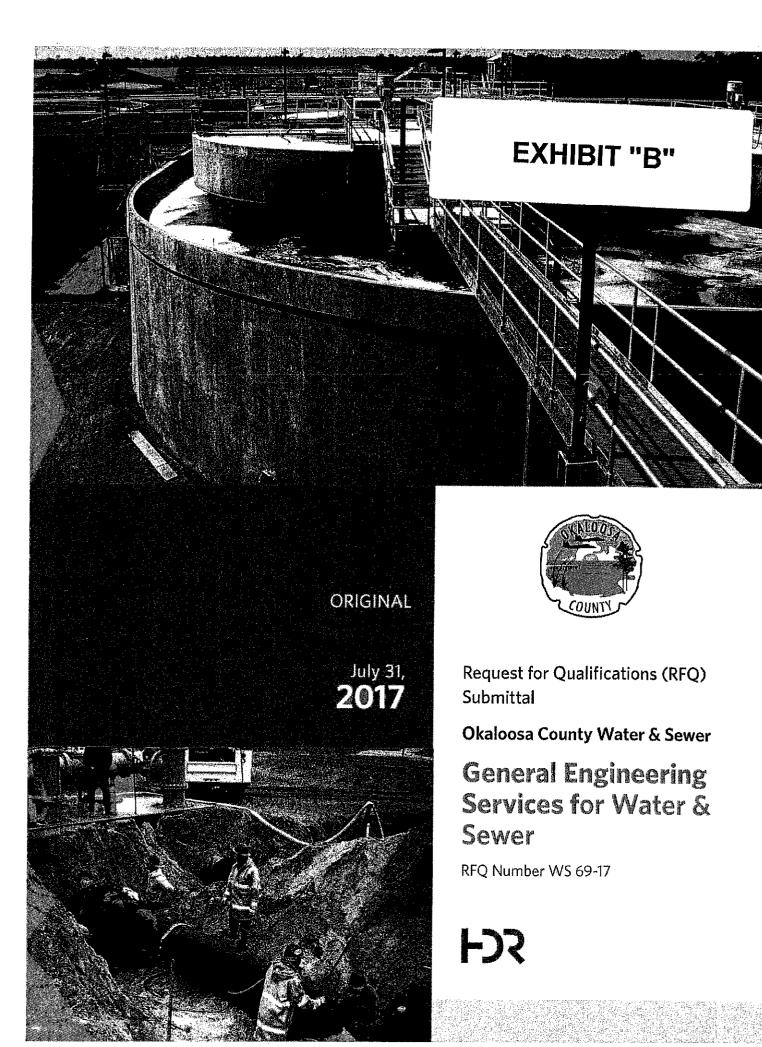
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: 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-

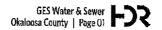
- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;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



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## REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

	A-4				
	: IGINEERING SERVICES FOR TER & SEWER	R OKALOOSA	RFQ N	UMBER: '	WS 69-17
LAST DAY	FOR QUESTIONS:	July 27, 201	7 4:00 pm	(CST)	
RFO OPENI	NG DATE & TIME:	July 31, 201	.7 4:00 pm	(CST)	
NOTE: BIDS REC	CEIVED AFTER THE BID OPEN	ING DATE & T	IME WILL N	OT BE CONS	WERED.
terms, specification accepted unless all below. All qualifica & Time" referenced Brackin Building Containing sealed q Okaloosa County is services used by Qualifications may	Florida solicits your company to sub s and conditions set forth in this RF conditions have been met. All qualitations must be sealed and received by above. The official clock for the pronference & Training Room, #305 lualifications must reference the "RF and responsible for lost or late delive the respondent. Neither faxed must be withdrawn for a period of sixten with the respondent of the respondent of a period of sixten with the respondent of the responden	Q are incorporate fications must have the Okaloosa Courpose of receivin located at 302 N. Q Title", "RFQ Novery of qualification relectronically (60) days after	ed into your reve an authorize ounty Clerk of g qualification Wilson St, Cr Yumber" and tons by the U. sy submitted the bid openin	esponse, Qualificed signature in a Court by the "Fins is located in the restview, FL 32: the "RFQ Openion of the Court of	cations will not be the space provided RFQ Opening Date the Clerk of Court, 536. All envelopes ing Date & Time". se or other delivery will be accepted. rise specified.
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COMPANY NAME	HDR Engineering, Inc.				
MAILING ADDRESS	25 West Cedar Street, Suite 200	o. walka ili adano is ano	· · ·		
CITY, STATE, ZIP	Pensacola, FL 32502  IDENTIFICATION NUMBER (FEIN):	470680568			MANAGE .
TELEPHONE NUMBER:	850-429-8900	EXT:	_ FAX:	850-432-801	0
EMAIL: john.wimbo	erly@hdrinc.com				
OTHER RESPONDEN RESPECTS FAIR ANI	IS SUBMITTAL IS MADE WITHOUT PR IT SUBMITTING FOR THE SAME MADE O WITHOUT COLLUSION OR FRAUD. CERTIFY THAT I AM AUTHORIZED TO TRE:	TERIALS, SUPPLIE I AGREE TO ABI SIGN THESE DOCK	ES, EQUIPMEN IDE BY ALL TI UMENTS FOR T	IT OR SERVICES ERMS AND CON	S, AND IS IN ALL IDITIONS OF THIS
Tree President		DATE 07/	28/2017		

#### GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER & SEWER

Pursuant to section 287.055, Florida Statutes, and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from professional engineering firms for public infrastructure projects for professional engineering services including but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts may be required; designbuild services; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grand administration; and any type of environmental consulting. The types of projects which may be assigned include: potable water wells; tanks: booster stations; SCADA; water/wastewater treatment plants; disposal systems; lift stations; water/sewer mains & services; other components of the water distribution system and wastewater collection system; reclaimed water infrastructure; and any other type of project which may be in the County's Capital Improvement Plan or under the purview of the Water & Sewer Department or another County department. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee. who shall act as the County's representative during the performance of the scope of services.

Agencies desiring consideration should provide an original and six (6) copies of their Request for Qualifications (RFQ) with the agency's areas of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at http://www.co.okaloosa,fl.us/dept\_purchasing.html.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than July 31, 2017 @ 4PM to be considered. NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Proposers using mail or delivery services assume all risks of late or non-delivery.

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

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

All submittals should be addressed as follows:

Okaloosa County Purchasing Department
RE: General Engineering Services for OCWS, RFQ WS 69-17
5479A Old Bethel Road
Crestview, FL 32536

Greg Kisela Purchasing Director

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FL Carolyn N. Ketchel, Chairman

#### GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ): GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER & SEWER

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

It is the intent of Okaloosa County, on behalf of its Water & Sewer Department (OCWS), to contract with multiple professional engineering firms for engineering services including but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections: construction management; contract administration; project completion certifications and as-builts may be required; design-build services; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grand administration; and any type of environmental consulting. The types of projects which may be assigned include: potable water wells: tanks; booster stations; SCADA; water/wastewater treatment plants; disposal systems; lift stations; water/sewer mains & services; other components of the water distribution system and wastewater collection system: reclaimed water infrastructure; and any other type of project which may be in the County's Capital Improvement Plan or under the purview of the Water & Sewer Department or another County department. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

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

The term of this contract will be for three (3) years with a one (1) two (2) year renewal. The terms of the renewal periods will be negotiated up front and finalized into the initial three-year contract.

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

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

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

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

Submittals to be submitted in the format described below:

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

- 2. Business Credentials Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm. Indicate whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, if so, include a copy of the certification with submittal.
- 3. **Registration** List of the State of Florida licensing/registration qualifications of the consultant's personnel and business office.
- 4. **Specific Accomplishments** Provide a listing of completed projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.
- 5. Area of Expertise Provide list of your company's area of expertise. Include listing of projects verifying same. Firms are not required to have expertise in all areas to be considered.
- 6. **Project Management Organization** Describe the organizational structure that will be used to manage projects. The consultant must identify key personnel to be assigned to projects, and provide a resume of their qualifications, education and experience.
- 7. References List five (5) references representative of past experience in the State of Florida similar to the services described herein, to include, at a minimum, a contact person, company name, phone number, and a brief description of the project or services rendered.
- 8. Additional Information & Comments The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not be otherwise requested in the Request for Qualifications.

Evaluation/Selection of Submittals — The submittals will be reviewed by the County's Standing Selection Committee. Proposals should be responsive to the items identified in this RFQ and contain no more than 35 pages. The 35 page maximum includes all required forms and certification copies, but excludes the cover and table of contents. The Committee will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

The Committee will evaluate all submittals received and:

- 1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the submittals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:
- a. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County.
- b. Firm's reputation and competence, including technical education and training, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
- c. Current workload and firm's capacity to perform future work.

- d. Fields of work for which the firm is proposing to perform.
- e. Financial responsibility and solvency.
- f. Ability to observe and advise whether plans and specifications are being complied with.
- g. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.
- h. Qualifications and responsibilities of personnel to be assigned to the program.
- i. Extent of experience and past performance when working with FDEP, NWFWMD, FDOT, USACE, EPA, FAA, and Eglin AFB in the capacity as an agent attempting to obtain permits and approvals.
- j. Extent of experience and past performance with grand/loan programs promulgated by FDEP, FDOT, FDEO, NWFWMD, EDC, SRF, USDA and other agencies.
- k. Experience with programs similar in size and scope to those herein proposed.
- 1. Firm's capability to meet schedules.
- m. Willingness to meet time and budget requirements including past performance examples.
- n. Demonstrated expertise and experience in utilizing various design and modeling software.
- o. Geographic location of personnel supporting this effort and physical proximity to respond to Okaloosa County questions and concerns is a key factor. Points will be awarded for project management staff located within 150 miles of Okaloosa County. This radius would allow response to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements.
- 2. Review of all submittals received will proceed as follows:
  - a. The Standing Selection Committee will review all written documents submitted.
  - b. The committee's ranking of prospective firms shall be based on the firm's qualifications, capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, location of the firm or individual and the overall adherence to the Request for Qualifications.
  - c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.
- 3. Presentation of the rankings, selections, agreements and proposed contracts will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department's policy related to the acquisition of services.
- 4. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County's Purchasing Department policy.
- 5. Direct one-on-one contact with the Committee members, County Commissioners or County Administrator is prohibited (1 exception: if the contact pertains to a specific existing Contract/Task Order) when the qualifications are submitted to the County. Any questions during this period should be

directed to the Purchasing Director or their appointed representative. Selection will be on the basis of professional qualifications and experience.

a. The Standing Selection Committee will evaluate and rank all submittals meeting the minimum submission requirements.

## SPECIAL CONDITIONS

- 1. <u>Proposal Information</u> Questions concerning proposal requirements or specifications should be directed to the Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
- 2. Compliance with Florida Statute 119.071 The CONTRACTOR shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONTRACTOR: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract.

## 3. Right to Waive and Reject

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

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

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

9. <u>Conflict of Interest</u> - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

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

10. <u>Identical Tie Proposal</u> - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drugfree workplace program.

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

11. Public Entity Crime Information - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

- 12. <u>Discrimination</u> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 13. <u>Proposal Opening Information</u> Proposal Opening shall be public, on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. **NOTE**: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.
- 14. <u>No Contact Clause</u> The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (Formal Bids, Requests for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences

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

# Note: For proposer's convenience, the certificate form is enclosed and is made part of the bid package.

- 15. Payments The contractor shall be paid upon submission of invoices, in duplicate, to the Okaloosa County Water & Sewer Department, 1804 Lewis Turner Blvd, Fort Walton Beach, FL, 32547; Attn: Jerry Menze. The invoices must confirm to the prices stipulated herein for articles delivered and accepted.
- 16. 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 contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

## **GENERAL INSURANCE REQUIREMENTS**

REVISED: 02/09/2016

## RESPONDENT'S INSURANCE

- 1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- 5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
- 6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
- 7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Subsubcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
- 8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- 9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- 10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

### WORKERS' COMPENSATION INSURANCE

- 1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
- 2. Such insurance shall comply with the Florida Workers' Compensation Law.
- 3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- 2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
- 3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- 4. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability
  - 3.) Independent Respondent's Liability
  - 4.) Completed Operations and Products Liability
- 5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

## LIMITS OF LIABILITY

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

1.	Worker's Compensation	<u>LIMIT</u>
	<ol> <li>State</li> <li>Employer's Liability</li> </ol>	Statutory \$1,0000,000 each accident
2.	Business Automobile & Commercial General Liability	\$5,000,000 each occurrence (A combined single limit)
3.	Personal and Advertising	\$250,000 each occurrence
4.	Professional Liability	\$1,000,000 each occurrence (A combined single limit)

## NOTICE OF CLAIMS OR LITIGATION

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

## INDEMNIFICATION & HOLD HARMLESS

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

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

## CERTIFICATE OF INSURANCE

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Rd, Crestview, Florida, 32536.
- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- D. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities

listed as Additional Insured.

E. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

### **GENERAL TERMS**

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

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

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

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

## **UMBRELLA INSURANCE**

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

## **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 in writing, by US mail or email to:

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

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

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

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

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

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

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

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

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

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

- 6. QUALIFICATIONS DOCUEMNTS TO REMAIN SUBJECT TO ACCEPTANCE All qualifications documents will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security prior to the end of this period.
- 7. CONDITIONAL & INCOMPLETE QUALIFICATIONS Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
- 8. ADDITION/DELETION OF ITEM The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
- 9. APPLICABLE LAWS & REGULATIONS All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

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

### 11. AWARD OF CONTRACT-

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

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

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

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

- 12. 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 #.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. REORGANIZATION OR BANKRUPTCY PROCEEDINGS Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 17. 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.
- 18. NO CONTACT CLAUSE The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.
  - Note: For respondent's convenience, this certification form is enclosed and is made a part of this qualifications package.
- 19. REVIEW OF PROCUREMENT DOCUMENTS Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 20. COMPLIANCE WITH FLORIDA STATUTE 119.0701 The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
- 21. 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.
- 22. SUSPENSION OR TERMINATION FOR CONVENIENCE The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience.

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

- 23. 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.
- 24. AUDIT If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
- 25. 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.
- 26. 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.
- 27. UNAUTHORIZED ALIENS/PATRIOT'S ACT The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

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

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Indemnification and Hold Harmless
- F. Addendum Acknowledgement
- G. Company Data
- H. List of References
- I. Certification Regarding Lobbying
- J. Local Preference Form
- K. Sworn Statement Public Entity Crimes
- L. Exhibit "B" General Grant Funding Special Proposal Conditions

# **Required Forms**

### 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 nole 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:	07/28/2017	SIGNATURE: Walker
COMPANY:	HDR Engineering, Inc.	NAME: John Wimberly
ADDRESS:	25 West Cedar Street	(Typed or Printed)
	Suite 200	TITLE: Vice President
	Pensacola, FL 32502	E-MAIL: john.wimberly@hdrinc.com
PHONE NO.:	850-429-8900	

## 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.

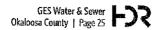
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FIRM NAME:	HDR Engineering, Inc.					
BY (PRINTED):	John Wimberly	/				
BY (SIGNATURE):	Sahar S					
TITLE:	Vice President					
ADDRESS:	25 West Cedar Road, Suite	200				
	Pensacola, FL 32502					
PHONE NO.	850-429-8900	<del>,</del> ,				
E-MAIL	john.wimberly@hdrinc.cor	n				



## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

As the person above requirer	<del></del>	certify that this company complies/will comply fully with the
DATE:	07/28/2017	SIGNATURE: January
COMPANY:	HDR Engineering, Inc.	NAME: John Wimberly
ADDRESS:	25 West Cedar Street, Suite 200	(Typed or Printed)
	Pensacola, FL 32502	TITLE: Vice President
PHONE NO.:	850-429-8900	E-MAIL: john.wimberly@hdrinc.com



## NO CONTACT CLAUSE

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

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

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

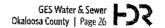
Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

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

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

Sjgn	ature			Company Name	
r ()	2 Whr.	Ls .	representing	HDR Engineering, Inc.	

On this 28 day of July, 2017 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.



## INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, 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.

HDR	Engine	ering,	Inc.

Proposer's Company Name

25 West Cedar Street, Suite 200

Physical Address

Pensacola, FL 32052

Mailing Address

850-429-8900

Phone Number

850-525-7069

Cellular Number

07/28/2017

DATE

Authorized Signature – Manual

John Wimberly

Authorized Signature - Typed

Vice President

Title

850-432-8010

FAX Number

850-525-7069

After-Hours Number(s)

(REVISED: JANUARY 12, 2001)



## ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.	<u>DATE</u>
01	07/25/2017
02	07/26/2017
	·

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



## **COMPANY DATA**

Respondent's Company Name:	HDR Engineering, Inc.
Physical Address & Phone #:	25 West Cedar Street, Suite 200
	Pensacola, FL 32502
	850-429-8900
Contact Person (Typed-Printed):	John Wimberly
Phone #:	850-429-8900
Cell #:	850-525-7069
Email:	john.wimberly@hdrinc.com
Federal ID or SS #:	470680568
Respondent's License #:	4213
DUNS#:	78-856-8116
Fax #:	850-432-8010
Emergency #'s After Hours, Weekends & Holidays:	850-525-7069

## LIST OF REFERENCES

Contract Person: Brian Reid	Telephone # ( 850 ) 969-6640
Email: brian.reid@ecua.ff.g	
Owner's Name and Address:	
71 US Hwy 90 West, DeFunia	ık Springs, FL 32433
Contract Person: Sonny Ennis	Telephone # ( 850) 892-8534
Email:mapping@defuniaksp	orings.net
Owner's Name and Address:	Brevard County Utilities Services Department
2725 Judge Fran Jamieson Wa	y, Building A, Suite 231, Viera, FL 32940
Contract Person: Mark Reaga	n Telephone # (321) 633-2089
Email: mark.reagan@breva	urdcounty.us
Owner's Name and Address:	Escambia County Engineering Department
3363 W. Park Place, Pensacol	a, FL 32505
Contract Person: Chris Curb	Telephone # (850) 595-3419
Email: cacurb@myescambia.	com
Owner's Name and Address:	Egfin Air Force Base
2591 Eglin Blvd., Eglin Air Fo	
Contract Person: Mindy Roge	rs Telephone # ( 850 ) 882-0143

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

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

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The Contractor, HDR Engineering, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

John Wimberly, Vice President

Name and Title of Contractor's Authorized Official

07/28/2017

Date

## LOCAL PREFERENCE FORM

Okaloosa County grants a preference to in-county respondents <u>only</u> when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local respondents? If "YES," list below the extent of such preference. (If your firm is located in Okaloosa County, you will check "YES"-reciprocal only.)

Yes X - reciprocal	No
If yes, you must identify how you corbusiness location below:	firmed this information or who you spoke with within your area of
HDR Engineering, Inc.	ala la h
Respondent's Company Name	Authorized Signature - Manual
	John Wimberly
	Printed Name
	07/28/2017
	Date

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

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

1. This sworn statement is submitted for _	General Engineering Services for Okaloosa County Water & Sev	ver
2. This sworn statement is submitted by _	HDR Engineering, Inc.	
Whose business address is: 25 West Cec	dar Street, Suite 200, Pensacola, FL 32502	
and (if applicable) its Federal Employer I	dentification Number (FEIN) is . 470680568	
(If entity has no FEIN, include the Social	Security Number of the individual signing this sworn	
statement:		
3. My name isJohn Wimberly	and my relationship to the entity named	
above is Vice President		

- 4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling

interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

management of an entity.

	ed on information and belief, that statement which I have marked below is true in relation to the entity ting this sworn statement. [Please indicate which statement applies.]
<u>X</u>	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.]  07/28/2017  Signature:
STATE	E OF: Florida
COUN	TY OF: Escambia
who aft	ONALLY APPEARED BEFORE ME, the undersigned authority, ter first being sworn by me, affixed his/her signature in the space provided above on this day of, in the year
My con	nmission expires:  Notary Public
Persona	Print, Type, or Stamp of Notary Public Expires: May 22, 2021 Bonded This Notary Public Underwriters  Ally known to me, or Produced Identification:
FOR THE PERSON NAMED AND	Type of ID

# EXHIBIT B GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

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

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

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

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

## 15. Access to Records and Reports:

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

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

## 16. Record Retention:

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

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

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

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

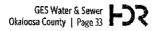
## 19. Safeguarding Personal Identifiable Information

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

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

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

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



# EXHIBIT B GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

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

DATE 07/28/2017	SIGNATURE: Cla What
COMPANY: HDR Engineering, Inc.	NAME: John Wimberly
ADDRESS: 25 West Cedar Street, Suite 200 Pensacola, FL 32205	TITLE: Vice President
FCISacora, FL 32203	
E-MAIL: john.wimberly@hdrinc.com	
PHONE NO.: 850-429-8900	



# Letter of Interest

July 31, 2017

Okaloosa County Purchasing Department ATTN: Greg Kisela, Purchasing Director 5479A Old Bethel Road Crestview, Florida 32536

RE: REQUEST FOR QUALIFICATIONS (RFQ) SUBMITTAL
GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER & SEWER - PROPOSAL NUMBER: WS 69-17

Dear Mr. Kisela and Selection Committee Members:

Okaloosa County Water and Sewer (OCWS) is one of the most progressive and responsive utilities in the State of Florida in maintaining and developing infrastructure needs for its citizens. The quality of life in Okaloosa County is outstanding, and this standard can be directly linked to the County's overall municipal program.

HDR is proud to have assisted OCWS on some of its largest water and wastewater initiatives in the past, and is currently providing service and support through the Public Works Department. As the County continues to develop at a time when water resources are becoming scarcer and environmental regulations continue to evolve, HDR is available to provide support with value added engineering.

**Proven Leadership and Commitment.** All services delivered through this contract will be managed by a proven, dedicated project management team led by John Wimberly and Heath Hardy. We have worked for OCWS for over 17 years providing a wide range of technical services for continual improvement and development of critical water and wastewater infrastructure, As we demonstrate in this Statement of Qualifications (SOQ), we have extensive experience managing and executing the design of wastewater and water treatment facility improvements, large and small. From detailed analyses and evaluations of equipment and treatment processes, to large plant expansions and program management, we are personally committed to managing and delivering first class, professional engineering services.

**Full-Range Capabilities, Focused Technical Expertise.** The services listed in the RFQ are wide-ranging and, as a large, national consulting engineering firm, HDR is capable of providing any and all of these services, and many more. We take pride in having the expertise and experience to meet your needs as requested under this General Engineering Services agreement, including the updates and expansion design services for wastewater and water treatment plants, pipeline and pump station infrastructure, environmental consulting services, and resolving the myriad of regulatory and permitting challenges along the way.

Local Resources Supported by Regional and Specialized World Class Expertise. When your operations and engineering teams require professional engineering services, our local project management team will review in detail the challenges at hand and assess the technical resources needed to perform the work. We understand the need to move expeditiously and purposefully during both the development and execution of your task assignments. We have technically strong, local task managers to do just that. Our Pensacola office, located at 25 West Cedar Street, Suite 200, Pensacola, Florida 32502, will be the lead office for this contract. HDR also has the capability of supplementing specialty design tasks with our regional and/or national experts – but in all cases, we will bring the right resources to your projects to deliver exceptional service.

Selecting the HDR team will provide you with a trusted partner for providing professional engineering services for the planning, design, and construction of wastewater and water system infrastructure. We appreciate your consideration of our submittal. Please contact us at the information provided below if you have any questions.

Respectfully Submitted,

HDR Engineering, Inc.

Heath Hardy, PE

Project Manager

T 850,429,8925 E heath.hardy@hdrinc.com

ohn Wimberly, PE

Principal | Vice President

T 850.429.8926 E john.wimberly@hdrinc.com

# **Business Credentials**

## About HDR

## Who we are

A story a century in the making, HDR began in 1917 as a one office firm with 12 employees designing water and sewer systems for new cities and towns throughout the Midwest. 100 years later, with over 10,000 employees worldwide, HDR is now one of the largest full service Architecture and Engineering firms in the United States.

HDR has been offering Florida clients comprehensive professional engineering services in stormwater control and management, water and wastewater, transportation, and construction administration, since 1971. In regards to our specific experience in Northwest Florida, we have been providing the same services from our Pensacola office for 36 years.

With our Pensacola office comprised of 25 multi-disciplined professionals, we work daily with 10,000 recognized HDR experts across Florida and the country. With regulatory experts, researchers, and water/wastewater management professionals in offices from coast to coast, we can provide you with locally-based planning, preliminary engineering, and design services backed by nationally recognized experts. Our clients know they will get a balanced approach to solve their toughest infrastructure, water quality, and regulatory problems. We are your strong partner in managing your water and wastewater systems.

Consistently ranked among the nation's Top 10 Water Design firms, our professionals combine the latest technical innovations with practical solutions. Our water consulting services are comprehensive and range from source water development, system master planning, and regulatory compliance services to infrastructure design, management, and sustainable operation.

## # HDR 2017 ENR RANKINGS

 $^{*6}$  Water

**#5** Sewer & Waste

**#6** Top 50 in Water Supply

**#8** Engineering

#13

Top 25 in Wastewater Treatment Plants

Top 25 in Sanitary & Storm Sewers

Top 200 Environmental Firms
No. 10 - Top 20 Wastewater Treatment
No. 18 - Top 20 Water Treatment/Supply

HDR is not a certified minority business enterprise but our team includes two D/M/WBE teaming partners who offer a range of capabilities to make sure we meet the County's Small Business participation goals.

#### Water

- Water Quality
- Water Reclamation
- Water Research
- Water Supply and Treatment
- Water Transmission and Distribution

#### Wastewater

- Biosolids
- Facility Planning
- \* Industrial
- Odor Control
- Pump Station and Pipelines
- Regulatory Compliance
- Wastewater Treatment and Effluent Management
- Water Reclamation

#### Stormwater

- Stream Restoration
- Watershed Modeling
- Master Planning
- Infrastructure Evaluation & Inventory
- Utility Formation
- Mapping/Ordinances
- Retention/Detention Basins
- Environmental Site Design
   (ESD) and Stormwater Best
   Management Practices (BMPs)
- Green Infrastructure

### GIS

ervices Overview

Regional Water | Wastewate

- Data Collection/Creation/ Conversion
- Spatial Analysis
- Development/Integration
- Cartography
- GPS

## **Asset Management**

- · Risk Assessment
- Condition Assessment
- CMMS

#### Environmental

- NPDES NFIP
- CWA Section 401/404
- SEPA/NEPA
- EA, EIA, EIS
- Funding Assistance
- Source Identification
- Application Preparation
- · Post-Construction Monitoring

### Construction/Operations

- Contract Administration
- Scheduling
- Shop Drawing Reviews
- Resident Representatives
- Operation & Maintenance Manuals
- Training & Start-up

## Civil/Site Development

- Planning & Engineering Design
- Industrial & Commercial Sites
- Recreational Facilities
- Mapping/GIS
- Public Involvement

### Management Consulting

- Program Management
- Asset Management and Tracking
- Regulatory Compliance
- Assessment & Reporting
- Risk Assessment & Management

### Planning and Technical Support

- H&H Modeling
- Site Selection and Optimization
- O&M Forecasting
- Water Quality Assessments
- Public Involvement
- Public Education
- FEMA Compliance

# Registration

## By are mound to call finelighter from a

HDR feels we are a part of every community where we work, especially here in Florida. We have been part of the Florida landscape since 1971, and currently have over 430 employees statewide. As requested, we have provided a list of Florida licenses and registrations for our company and employees listed below.



## State of Florida Department of State

I certify from the records of this office that HDR ENGINEERING, INC. is a Nebruska corporation authorized to transact business in the State of Florida, qualified on June 20, 1985.

The document number of this corporation is P06487.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 24, 2017, and that its status is active.

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

Given uniter my hand and the Great Seat of the State of Florida at Tallahasses, the Capital, this the Seventh day of June, 2017



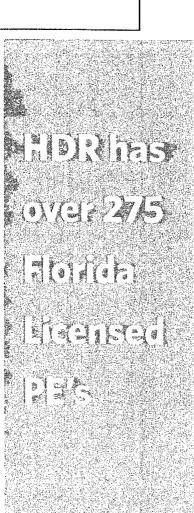
Ken Defron Secretary of State

Tracking Number: CU4166080281

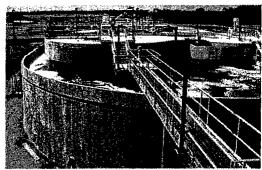
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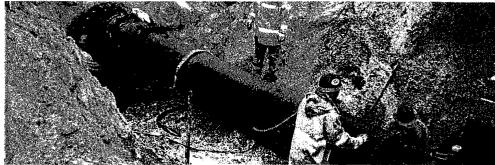
https://services.sunbic.org/Filings/CertificateOfStatus/CertificateAuthentication

Team Member	Florida License Registration
John Wimberly   Project Principal	PE
Heath Hardy   Project Manager	PE
John Plattsmier   QA/QC	PE
Philip Waller   QA/QC	PE
Chance Lauderdale   Water Treatment	PhD, PE
Jeff Crigler   Water Distribution/WW Collection/Pump Stations	PE
Jose Gonzalez   Electrical / I&C	PE
Heather Manganiello   Pump Stations	PE
Marie Pellegrin   WW Treatment	PhD, PE
Jeremy Koch   WW Treatment	PE, PMP
Terri Holcomb   Water Treatment	PE
Josey Walker   Environmental/Permitting	PWS
Allen Vinson   Funding/Grants	PE/CDT
Brian Ellington   Architectural	RA
Brian Estock   CEI	PE
Jeff Gruber   Structural	PE



# **Specific Accomplishments**





### CHECK CONTRACTOR

## OTHER TASK ORDERS WITHIN THIS CONTRACT:

- Airman's Memorial Bridge planning, design, permitting, and construction services for new water transmission and sewer force mains, including bridge crossing with suspension hanger systems
- Rapid Response Services for Design and Construction Supervision Services
- Phase III & IV 16" Water Transmission Design
- Hurlburt Field Road Water Main Relocation and Construction Services

#### **TEAM MEMBERS:**

- · Heath Hardy
- John Wimberly
- Mick Garrett
- · Jeff Crigler
- Jose Gonzalez
- Allen Vinson

# Public Works Consulting Engineering Service Okaloosa County Water and Sewer Department (OCWS)

Okaloosa County, FL

HDR has provided civil and process engineering design and consulting services on a continuing basis for wastewater treatment, potable water distribution, and wastewater collection projects to OCWS. We have completed numerous work assignments including a DCP for a new greenfield WWTP, a new re-pump station, and new potable water transmission mains. Relevant project assignments include the following:

PJ Adams Water Main Relocation
OCWS selected HDR to provide engineering
design and permitting services for the
relocation of over two miles of 10" water main
in conjunction with a county roadway widening
project. The design included the relocation of
an existing 8" water main with a new 10" water
main. The design required several horizontal
directional bores under wetlands, creeks, and
congested utility corridors. Permitting services
included the coordination of wetland impacts
with FDEP and USACE for multiple locations
throughout the project.

#### Arbennie Pritchett WWTP

HDR developed the DCP for a Design-Build (D-B) procurement effort for a 10-mgd greenfield WWTP for OCWS. In addition to the DCP effort, HDR developed the D-B RFQ and RFP documents, and provided technical support to the County as part of the short-listing and selection process. The new facility includes: headworks, advanced oxidation ditch treatment process, secondary clarification, UV disinfection, solids handling, site development, administration, lab, and maintenance facilities.

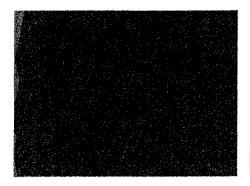
HDR's services included project definition, process and preliminary design, permitting support, technology evaluation, life-cycle cost analysis, detailed opinion of probable construction costs (OPCC) for securing public bonds, D-B procurement support, and design reviews. Construction oversight and supervision services were awarded to HDR under a separate contract.

Garniers Wastewater Re-Pump Station HDR prepared design drawings and specifications and the FDEP permit for the new 25-mgd Garniers Wastewater Re-Pump Station which includes three 300-HP horizontal end suction pumps connecting to three miles of existing dual 20" force mains. The design includes space to add a fourth pump, and a new electrical service and emergency generator. The project also features a new pump station building, an electrical control room, supervisory control and data acquisition (SCADA), a standby generator, and a fuel system. HDR's services included design, permitting, and construction phases.

The design required close coordination with OCWS related to the decommissioning of the existing Garniers Water Reclamation Facility and redirecting all raw wastewater flows from the OCWS service area's five existing lift stations. HDR performed detailed hydraulic analysis of the transmission system to evaluate pipeline operating pressures under all flow regimes. HDR prepared an OPCC, coordinated construction bidding services, and provided construction management services and facility commissioning on behalf of OCWS.

Old Antioch Water Main Relocation, Design, Permitting, and Construction Services
HDR provided engineering design, permitting, and construction phase services for Old Antioch Road. The project included relocation of 3,500 linear feet of 8" water main, to be designed and constructed prior to an Okaloosa County roadway project. The project also included directional boring under a culvert and in an area to avoid wetland impacts. Permitting services included obtaining a general permit from FDEP for water main construction.

Shoal River Buffer Readiness and Environmental Protection Integration Environmental Baseline Survey (EBS) HDR conducted a Phase I EBS of approximately 1,300 acres to serve as a buffer to Eglin Air Force Base, Florida. The EBS was needed to support an easement between OCWS and the acquiring federal agency, the United States Air Force







## Figure Tulky

## OTHER TASK ORDERS WITHIN THIS CONTRACT:

· Mockingbird Sewer Expansion

#### **TEAM MEMBERS:**

- · Heath Hardy
- Jeff Crigler
- · Heather Manganiello
- Allen Vinson
- Mike Tepedino
- · Brian Ellington

# General Engineering Services - Wastewater Emerald Coast Utilities Authority (ECUA)

Pensacola, FL

HDR has provided continuing engineering services for wastewater infrastructure and construction phase services to ECUA since 2006. Representative assignments have included:

## Lakewood Sewer Expansion Program Phases III, IV, & V

HDR provided design services for the Lakewood Phase V Sewer Expansion Project. Tasks included design of a wastewater collection and transmission system, preparation of plans and specifications, bid assistance, and construction administration. The purpose of the project was to eliminate septic tanks and provide sanitary sewer service to the Lakewood subdivision.

The project includes approximately 34,000 LF of gravity sewer, manholes, three lift stations, a force main, and roadway restoration. This project was federally funded through the **Community Development Block Grant (CDBG) Program**, which entailed additional reporting requirements and bid requirements. HDR worked with the funding agency to assist ECUA in the procurement and processing of the grant application.

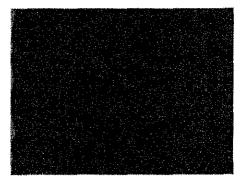
## Navy Point Gravity Sewer Expansion Phase III

As part of HDR's continuing engineering services contract for ECUA, our team designed the expansion of a new sewer system in the Navy Point Subdivision, which is located on Grande Lagoon. As part of this project, we prepared plans and specifications, acquired FDEP permits, assisted with the bidding process, and provided construction administration services. The purpose of this project was to eliminate failing septic tanks in an area that impacts a nearby surface water body (Grande Lagoon). The project was a joint effort with Escambia County Engineering and included repairs/upgrades to the existing drainage system in the Navy Point Subdivision. Our team provided the engineering services for Escambia County, as well as assisted with coordination between the two agencies.

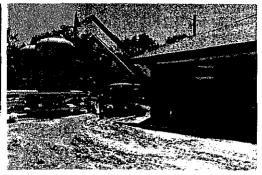
Lift Station 68 and 96 Replacement HDR has been tasked with several lift station replacement projects as part of ECUA's effort to update its existing gravity sewer collection and transmission system. Two of the most recent projects that HDR has worked on are the Lift Station 68 and Lift Station 96 replacement projects. Both of these sites were considered high priority projects due to their location to sensitive wetlands and water bodies, and their potential for flooding. Lift Station 68 is directly adjacent to Bayou Texar in Pensacola's historic East Hill residential area. This project required extensive planning for the protection of the bayou, as well as a unique retaining wall design to reconstruct the station above the flood level. Similarly, the Lift Station 96 Replacement project was located along the Bayou Marcus Creek Basin, and was abutting a protected wetland area. This station was elevated by four feet to prevent any further flooding and overflows, and HDR provided several design options utilizing retaining walls, MSE walls, and customized precast extensions to the existing lift station. Both of these projects required innovative design due to their location and limited space.

## Lift Station 219, 245, and 293 Improvements and Consolidation

Under HDR's general engineering services contract for ECUA, our team was tasked with evaluating three existing lift station service areas, and providing recommendations for improvements and potential consolidation of these pump stations. ECUA's lift stations 219, 245, and 293 are some of ECUA's older lift stations that are located along Bayou Grande. As this area has developed, the need to replace these stations and provide a more efficient pump station system was recognized. HDR performed a full analysis of the gravity collection system, current flows, and pump station capacities. As a result of this study, HDR was able to provide a new gravity collection masterplan for this community that eliminated three old lift stations, and combined them into one central pump station. HDR provided a technical report with recommendations to ECUA's lift station department, and the plan is currently in the process of being incorporated into the future CIP plan.







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## OTHER TASK ORDERS WITHIN THIS CONTRACT:

- Dunaway Well Transmission Main Phase V
- OLF 4A GAC Filter Tank

#### **TEAM MEMBERS:**

- Heath Hardy
- Jeff Crigler
- Heather Manganiello
- Allen Vinson
- Mike Tepedino
- · Brian Ellington
- Jose Gonzalez

# General Engineering Services - Water Emerald Coast Utilities Authority (ECUA)

Pensacola, FL

HDR has provided continuing engineering services for water infrastructure design and construction phase services to ECUA since 2006. Representative assignments have included:

Airport North Water Treatment Facility Replacement

HDR performed professional engineering design and construction management services for the Airport North Water Treatment Facility project. The project is located at the site of an existing potable water supply well. HDR provided engineering services for the design of the proposed building to include demolition, site work, architectural, mechanical/HVAC, structural, and electrical/instrumentation and control (I&C). Design of the treatment building also included the addition of the following water treatment processes/ chemicals: gas chlorination, orthophosphate, hydrofluosilicic acid, lime, and GAC filtration. HDR is also tasked with providing construction management services to include bid administration and limited construction inspection.

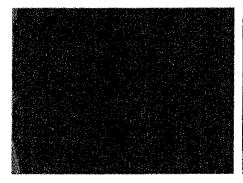
Broad Street Water Treatment Facility Replacement

HDR performed design and permitting services for a new water treatment facility at ECUA's existing Broad Street well site. The project included plans/specs for a new building, site work, and treatment equipment inside the new building. Services provided include demolition site work, architectural, mechanical/HVAC, structural, and electrical I&C. Design included addition of the following water treatment processes/chemicals: gas collorination, orthophosphate, hydrofluosilicic acid, and lime. HDR also provided construction management services including bid administration and limited construction inspection.

Sweeney GAC Filter Tanks
As part of HDR's continued service with the ECUA Water Production Department, the design team was tasked with providing four new granular activated carbon (GAC) water filter tanks at ECUA's Sweeney Well site. This

particular application of the GAC tanks was used to remove excess iron from the well site, The project involved developing civil site plans for the placement of the new tank system, and the design and installation of over 350 LF of stainless steel process piping for the filter tanks. The design effort included permitting with FDEP and the Escambia County Development Department. HDR provided construction administration services as well as site inspection throughout the entire construction process. During the start-up process of the well head, ECUA experienced water hammer issues in the existing system. Being onsite for the filter project, HDR assisted ECUA in identifying the source of the water hammer at a malfunctioning air release valve and resolved the Issue with minimal effort.

**Humphries Well Treatment Study** As part of ECUA's continuous effort to identify contaminant sources around its well facilities, HDR was tasked with performing a treatment analysis and feasibility study for the Humphries Well site. The Humphries Well is located near an identified fuel leak from an underground fuel storage tank. One of the primary contaminants from this site has emerged at the Humphries Well in the form of Methyl Tertiary Butyl Ether (MTBE), As part of HDR's efforts to provide treatment for this contamination, a groundwater model of the contaminant plume and contamination concentration projections were provided for the site. Based on these anticipated concentrations, HDR developed several treatment options for ECUA to consider along with cost projections. At the end of the study, HDR identified several carbon products specifically designed for MTBE removal. Since ECUA already had filter tanks in place at this site, this recommendation provided ECUA with significant cost savings by only having to install a new carbon filter media in the existing tanks.







## highteneds/fix4

## OTHER TASK ORDERS WITHIN THIS CONTRACT:

 US 331 Utility Relocations Phase A

#### **TEAM MEMBERS:**

- Heath Hardy
- · Jeff Crigler
- Jose Gonzalez

# General Engineering Services City of DeFuniak Springs

DeFuniak Springs, FL

HDR has been working with the City of DeFuniak Springs for the past four years on various water and sewer infrastructure projects. The City has relied on HDR for services including utility relocations, pump station design, utility permitting, utility coordination, wetland impact analysis, and construction inspection services. Most recently, HDR has successfully provided consulting services for the following high profile utility relocation projects:

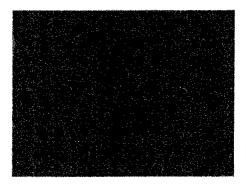
US 331 Utility Relocations Phase C HDR performed engineering, permitting, and construction administration services for the US 331 Road Widening project for FDOT. As part of this project, HDR's utility group coordinated the relocation of water, sewer, and gas mains for several miles along US 331 in DeFuniak Springs. Additionally, the project involved the design of a new sanitary sewer lift station and gravity system, which required the acquisition of a parcel of land from the DeFuniak Springs Healthmark Medical Center. This project required a high level of communication between the FDOT, DeFuniak Springs Public Works, and the various private/commercial property owners impacted by the project.

US 331 10-Inch Water Main Replacement During the FDOT US 331 Widening project, the City of DeFuniak Springs identified a critical stretch of existing 10-inch water main that was experiencing multiple breaks due to failing pipe joints. This stretch of water main was a critical part of the City's water supply with limited redundancy. HDR coordinated and designed a replacement line on an accelerated design schedule. HDR worked directly with the City Public Works staff, the City's emergency contractor, and the FDOT to meet the City's need to replace the line as soon as possible. Additionally, the work had to be coordinated with the construction of the US 331 Road Widening project to prevent any delays to the

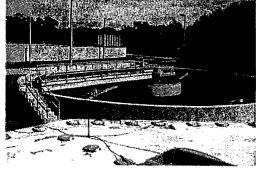
roadway construction schedule. HDR designed roughly one mile of 10-inch water main, and provided FDEP and FDOT permitting and construction inspection services for the entire project. The project was completed within the City's desired schedule and the allotted budget.

Best Western 6-Inch Force Main Replacement

As part of the City of DeFuniak Springs utility relocation work related to the US 331 Road Widening project, a stretch of 6-inch force main was identified that was in urgent need of replacement due to age and condition of the line. The force main was not included directly within the US 331 roadway work, and was not part of the existing utility relocation efforts. HDR is developing relocation design plans for this 6-inch force main and coordinating the work with the timing of the US 331 utility relocation work. The scope of HDR's work includes developing a design and specification package, acquiring FDOT and FDEP permits, and providing construction inspection services. This project is currently underway and on schedule to be completed as planned.







## TO GUANG

## OTHER TASK ORDERS WITHIN THIS CONTRACT:

 Sykes Creek Collection and Treatment System Condition Assessment and Development of CIP

#### **TEAM MEMBERS:**

- · Heath Hardy
- Jeff Crigler
- · Heather Manganiello
- Jose Gonzalez
- · Mike Tepedino

## **Continuing Consultant Services**

**Brevard County Utility Services Department** 

Brevard County, FL

HDR has been consistently working with Brevard County Utility Services for the past five years on a variety of utility infrastructure and treatment plant projects through our existing General Engineering Contract. Our previous projects include work at the existing Sykes Creek Regional Wastewater Treatment Facility providing a detailed assessment of the facility, an asset improvement plan, and cost estimate projection over the next 20 years. Most recently, we have successfully provided consulting services for several high profile pipeline and pump station projects, including the following:

South Patrick Drive Force Main Replacement - Phase I & II
This project, led by Heath Hardy, encompassed the relocation of approximately 5,000 linear feet (LF) of 24" and 20" force main running along South Patrick Drive. HDR executed an accelerated design schedule in close coordination with the County's emergency contractor to complete the project as quickly as possible. The design of the project offered several challenges with regard to the depth of the existing line, high ground water levels, and two aerial canal crossings.

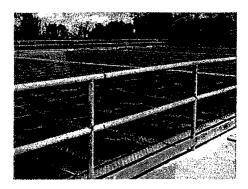
**B-01 Lift Station Replacement** 

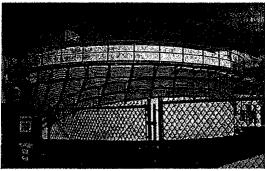
This project involves rehabilitation of the existing B-01 lift station and providing new pumps designed to operate efficiently and effectively within the transmission system. HDR is utilizing information from our recent South Beaches Force Main Study to optimize the B-01 Lift Station and ensure proper operation as the County continues to upgrade the force main system.

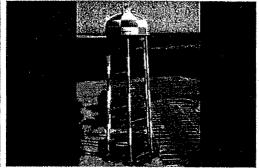
Barge Canal Force Main Replacement HDR provided engineering, permitting, bidding, and construction services for the installation of a new 24" force main in Merritt Island.

Brevard County has an existing 24" force main on Courtenay Parkway that crosses under the Port Authority's barge canal. The County needed to install a redundant line at this crossing. This new force main was installed parallel with the existing one by horizontal directional drilling under the barge canal. Responsibilities included evaluating the existing condition of the site, improvement recommendations, coordinating design improvements with the County, preparing bid documents, providing bidding assistance and construction administration services, and assisting with the close-out of the project upon completion of construction.

South Beaches Force Main Pressure Study As part of a consent order from FDEP, Brevard County was required to provide a study of its existing South Beaches force main system, which experienced pipe failures on a regular basis. HDR analyzed the roughly 13 miles of large diameter force main to determine the source of the breaks, and provide recommendations for the remediation of the problem. HDR gathered existing data on the pipe system including pipe sizes, pipe materials, break locations, soil data, pipe depths, system pressures, installation methods, and other critical pieces of information to identify the cause. Additionally, HDR was tasked with developing a pressure surge model of the system to determine if the breaks were being caused by system pressure spikes. Currently, HDR has identified several issues that have contributed to these pipe breaks. and made recommendations to the County for resolving the issues. HDR continues to work with the County on this effort as they continue to develop the pressure surge model.







## HOLLED THE

## OTHER TASK ORDERS WITHIN THIS CONTRACT:

- Eglin AFB Repair Approach Lighting at Runway 19
- NAVFAC Replace High Service Pumps Corry Field, NAS
- NAVFAC EOD Survey for Range D-51 at Eglin AFB

#### **TEAM MEMBERS:**

- Jeff Crigler
- · Heath Hardy
- Mick Garrett

## Federal Water | Wastewater Projects

Eglin Air Force Base (AFB) | Pensacola Naval Air Station (NAS)

Niceville and Pensacola, FL

HDR holds multiple federal contracts that allow us to perform work at military installations throughout the Panhandle. We have completed numerous projects at Eglin AFB working directly with the Base, as well as through NAVFAC SE and the Mobile District Corps of Engineers. We have also completed multiple projects at Hurlburt Field and at NAS Pensacola. Examples of our local federal water/wastewater and environmental experience include the following:

## Eglin AFB - Repair Wastewater Treatment Plant at Duke Field

HDR was responsible for structural repairs to the wastewater treatment plant at Duke Field. Project included bypass pumping plan to redirect wastewater while the WWTP was offline. Project also included structural repairs to tank walls and catwalks.

### NAVFAC SE - Pensacola NAS Water Tank Repairs

HDR provided NAVFAC SE with design plans and specifications for miscellaneous structural and electrical repairs to 13 water tanks at NAS Pensacola, NAS Corry Field, and NAS Saufley Field. The project included new coatings on eight of the water tanks. HDR prepared contract documents for both internal and external tank coatings. Structural repairs included ladder repair/replacement, manhole/access door repairs, safety signage, and miscellaneous welding repairs. The scope also included demolition and replacement of the cathodic protection systems at three of the tanks.

## NAVFAC SE - Pensacola NAS Water Tank Inspection

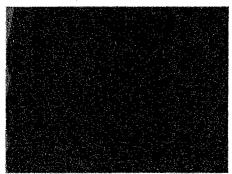
HDR was responsible for inspecting water tanks at NAS Pensacola. The project included exterior and interior inspection as well as diving of three tanks and an assessment report with recommendations.

### NAVFAC SE - NAS Pensacola Rehab of Equalization Tank

HDR has been tasked under the NAVFAC SE IDIQ to provide design services to repair cracks in a large equalization tank that is used to hold bilge water. The Liquid Equalization Tanks (LETs) consist of one tank with three 462,264 gallon concrete chambers. The exterior coating is failing and cracking at the concrete wall joints. HDR prepared construction documents for repair of cracks and coating of the exterior and interior of the tank. The existing tank had approximately two feet of sludge in the bottom which had to be pumped out and disposed prior to cleaning and repair. HDR incorporated a testing and removal plan for the sludge into the contract documents.

Environmental Assessment (EA) Addressing FTFA 07-1174, Repair Approach Lighting System at the North End of Runway 19 HDR provided Eglin AFB with NEPA analysis, design support, and permitting services necessary to repair the approach lighting system at the north end of Runway 19. The improvements were needed based on the age and condition of the existing runway approach lighting structures and to provide a safe platform for maintenance and bring the system into compliance, to the maximum extent feasible, with all federal, state, and local regulations/codes, and environmental and aviation requirements.

Since the existing approach light structures were located in an environmentally sensitive wetland area known as Tom's Creek, an FDEP ERP and Section 404 Permit from the U.S. Army Corps of Engineers was required prior to dredging or filling federal and state jurisdictional wetlands. Authorization from the Florida Division of State Lands was also required to address the sovereign submerged land issue.





## KOMETVIA:

## OTHER TASK ORDERS WITHIN THIS CONTRACT:

- April 2014 Disaster Response & Recovery Support
- April 2014 Disaster Pond Damage Assessments
- Dog Track Road FHWA-DDIR
- Choctaw Drainage System CEI
- Devine Farm Road at CR 97 Improvements
- Doug Ford Drive at SR 292
   Right Turn & Acceleration Lane
- Highway 97 Peer Review
- Pin Oak Drive & Old Corry Property HMGP Services
- Jackson Lake & Hurd Lane Slope Repairs
- Perdido Bay County Club Estates Feasibility Study
- Ten Mile Creek East Stream Repairs
- · Wilde Lake Bridge CEI

#### **TEAM MEMBERS:**

- · Heath Hardy
- Allen Vinson
- John Wimberly
- Jeff Crigler

## **Professional Services Contract**

**Escambia County Engineering Department** 

Escambia County, FL

HDR is one of Escambia County Engineering's most trusted advisors in the area of stormwater management and infrastructure design. We have completed multiple projects requiring the acquisition of federal grant funding. As a result of HDR's work with the County, we have developed excellent working relationships with FDOT, FDEP, and USACE permitting agencies. Some of the most recent work HDR has completed for the County are as follows:

Lake Charlene Drainage Study & HMGP Phase I Design

The April 2014 Storm Event dropped over 20 inches of rainfall in the Lake Charlene area (located in the Warrington Basin of Escambia County) and the drainage basin upstream. HDR was tasked with determining the contributing causes of flooding in the area, making recommendations for improvements, and submitting a FEMA HMGP Grant application on behalf of Escambia County utilizing the recommended improvements. The project was ranked highly among other disaster projects and was awarded nearly \$2 million for design and construction. The project is currently in the Grant Design phase. HDR provided the following services for the project:

- Grant management assistance
- Data collection including area development and flooding history
- Meteorological reconstruction of April Storm Event for the entire County
- Provided support documentation for HMGP Grant application including evaluating over 300 residential structures in the Benefit Cost Analysis and provided detailed costs for construction
- Submitted HMGP Grant Application and coordinated with FDEM & FEMA
- Public presentations discussing the results of study

Delano Area Drainage Improvements HMGP Submittal

HDR evaluated flooding areas caused by the April 2014 flood event, a declared disaster, utilizing the Delano Area Study Update (2012 Flood). The project included updates to the original Delano Street Drainage Improvements Study and 2012 Study Update with the goal of HMGP Grant funding to provide benefits to the project area. The project was awarded over \$6 million in grant funding. The project is currently in the Grant Design phase. The project included:

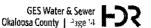
- Inventory and analysis of drainage and conveyance systems within the basin utilizing existing data provided through the previous studies and by the County
- Updates and additions to potential pond sites and modifications of existing ponds to reduce flooding in the 25-year and 100year events
- Preparation of conceptual design alternatives and cost of each
- Preparation of an HMGP Grant application which was presented to the LMS Board resulting in a top two ranking of local HMGP projects

East Jones Creek Street Restoration The project featured stream restoration design for approximately 1,200 LF of East Jones Creek located between Navy Boulevard and Old Corry Field Road, HDR assisted the County with meeting FDEP 319 Grant program requirements for design and construction. The project included hydrologic and hydraulic (H&H) modeling to determine the hydraulic impacts of proposed improvements, building on an existing FEMA model. Geotechnical data collected for the project helped determine the most appropriate area for wetland and floodplain creation in an attempt to reconnect historic wetland areas. HDR provided permitting services to obtain permits for the project though FDOT, FDEP, and USACE.



# **Area of Expertise**

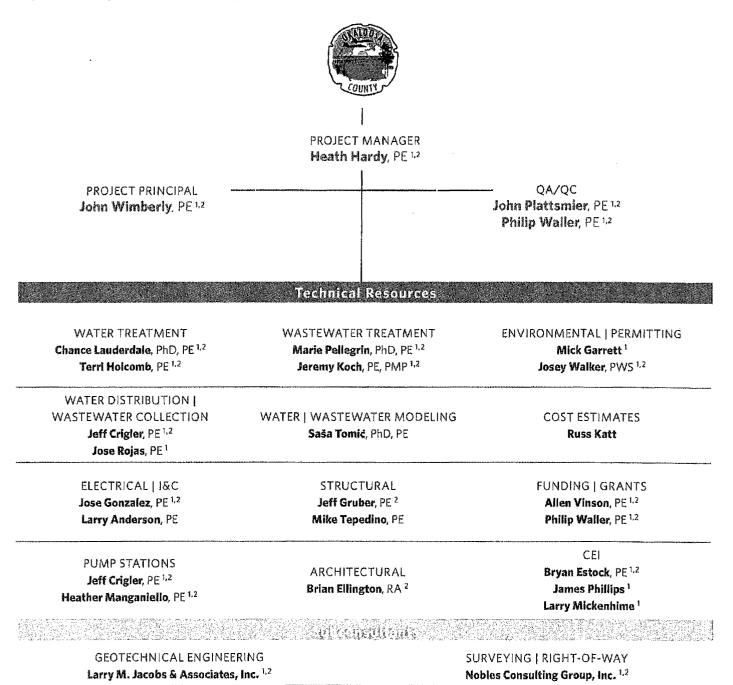
TABLE 1. EXPERIENCE AND AREAS OF EXPERTISE										
	Project	Portable Water Well, Tanks,& Booster Stations	SCADA & Modeling	W/WW Treatment Plant (Planning, Design, & Construction)	Disposal Systems, & Lift Stations	Water/Sewer Mains & Services	WW Collection Systems	Permitting	Studies, Evaluations, & Reports	Grant Funding
	Okaloosa County Water and Sewer Department									
_1_	PJ Adams Water Main Relocation					•				
2	Arbennie Pritchett WWTP			0	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		*****************			
3	Garniers Wastewater Re-Pump Station				•		<b>(b)</b>			
4	Old Antioch Water Main Relocation, Design, Permitting, and Construction Services					•		•	******	
5	Shoal River Buffer Readiness and Environmental Protection Integration Environmental Baseline Survey (EBS)								•	
	Emerald Cost Utilities Authority			a de servicione. Sectiones						
6	Lakewood Sewer Expansion Program Phases III, IV, & V		•		•	0				•
7	Navy Point Gravity Sewer Expansion Phase III					•	0			,,,,,,,,,
8	Lift Station 68 and 96 Replacement		•				8	9	····	
9	Lift Station 219, 245, and 293 Improvements and Consolidation				•				•	
10	Airport North Water Treatment Facility Replacement	6	•			•		•		
11	Broad Street Water Treatment Facility Replacement	•	0			9		•		
12	Sweeney GAC Filter Tanks	0						0		
13	Humphries Well Treatment Study City of Defuniak Springs	•	0		100				0	
14	US 331 Utility Relocations Phase C				8	9	•	9		
15	US 33110-Inch Water Main Replacement							*		
16	Best Western 6-Inch Force Main Replacement					0				
	Brevard County Utility Services Department									
17	South Patrick Drive Force Main Replacement Phase I & II					0		9		
18	B-01 Lift Station Replacement						****		***********	
19	Barge Canal Force Main Replacement					6		0		
20	South Beaches Force Main Pressure Study		0						0	
	Eglin Air Force Base   Pensacola Naval Air Station	, idea						91000		
21	Water Tank Repairs, Rehab, and Inspection	•								
22	Duke Field Package Wastewater Treatment Plant								0	
23	Water Tank Inspections	•			arregues 2				9075	
	Escambia County Engineering Department				100					
24	Lake Charlene Drainage Study & HMGP Phase I Design		9		·				•	
25	Delano Area Drainage Improvements HMGP Submittal						***************************************	-	•	
26	East Jones Creek Street Restoration		<u> </u>		<u></u>			0	•	0



# **Project Management Organization**

## Our Organization

HDR's local and multi-disciplinary team of experienced professionals demonstrate our depth of resources and underscore our ability to offer the full range of services required under the contract. Team members and subconsultant partners were assembled based on our collective experience working with each other, experience with previous Okaloosa County projects, individual expertise and capabilities, and availability.



<sup>&</sup>lt;sup>1</sup>Staff located in Florida

<sup>&</sup>lt;sup>2</sup> Registered in Florida



## PAPERIENCE

Industry: 10 HDR: 10

#### EDUCATION

8S, Environmental Engineering, University of Florida

### REGISTRATIONS

Professional Engineer: FL

NASSCO Manhole Assessment Certification Program (MACP)

NASSCO Pipeline Assessment and Certification Program (PACP)

NASSCO Lateral Assessment & Certification Program (LACP)

## Heath Hardy, PE

Project Manager

Heath has been working with HDR for the past 10 years of his career, and brings a wealth of experience in the management, planning, and design of municipal utility programs. Heath's area of expertise within HDR focuses on water/wastewater pipeline design; pump station planning and design; well site treatment facility design, and civil site development plans. During his time at HDR, Heath has served as both Project Manager and Engineer of Record for a variety of different pipeline, pump station, treatment facility, and site development projects. Heath has done extensive work under similar General Engineering Services Contracts with the Emerald Coast Utilities Authority and Brevard County Utility Authority. In addition to his prior experience with Okaloosa County Water and Sewer, he has completed projects with other local entities including DeFuniak Springs Public Works, Eglin Air Force Base (AFB), and Destin Water Users. Based on his prior experience, we feel confident that the skills he possesses with this type of general services contract will be a continued asset for Okaloosa County.

## and the contact

#### PJ Adams Water Main Relocation, Okaloosa County, FL

HDR engineering, design, and permitting services for the relocation of over two miles of 10" water main in conjunction with a county roadway widening project. The design included the relocation of an existing 8" water main with a new 10" water main.

#### Lakewood Projects Phases III, IV, and V, Escambia County, FL

HDR provided design services for the Lakewood Phase V Sewer Expansion Project. The project included approximately 34,000 LF of gravity sewer, manholes, three lift stations, a force main, and roadway restoration.

## Lift Station 68 and 96 Replacement, Escambia County, FL

HDR engineered the replacement of Lift Stations 68 and 69 as part of ECUA's effort to update its existing gravity sewer collection and transmission system. Both of these sites were considered high priority projects due to their location to sensitive wetlands and water bodies, and their potential for flooding.

### Broad Street Water Treatment Facility Replacement, Escambia County, FL

HDR performed design services for a new water treatment facility at ECUA's existing Broad Street well site. The project included plans/specs for a new building, site work, and treatment equipment inside the new building. Services provided include demolition site work, architectural, mechanical/HVAC, structural, and electrical I&C. Design included addition of the following water treatment processes/chemicals: gas chlorination, orthophosphate, hydrofluosilicic acid, and lime.



### EXPERIENCE

Industry: 20 HDR: 19

## EDUCATION

BS, Psychology, Vanderbilt University

BS, Civil Engineering, University of Florida

Juris Doctor, Southern Methodist University

## REGISTRATIONS

Professional Engineer: FL

## John Wimberly, PE

**Project Principal** 

STREGIEU ZO PERIFRIENCE

John has 20 years experience in stormwater master planning, hydrologic and hydraulic (H&H) modeling, designing of stormwater management facilities, analyzing stormwater conveyance systems, implementing best management practices (BMPs), and preparing erosion control plans and procedures. Prior to entering the engineering field, John practiced law for six years. This combination of legal experience and engineering expertise give him a solid framework when advancing projects in a regulatory environment.

#### 

### Master Stormwater Management Plan, Okaloosa County, FL

Development of a stormwater master plan for Okaloosa County. The project included large-scale H&H modeling of key watersheds, water quality model, land development, code revisions, public involvement, analysis of funding options, preparation of an operation and maintenance plan, environmental analysis, revisions to the County's capital improvement program, and support for the County's NPDES Phase II permit application.

### Duke Drive Drainage Improvements, Escambia County, FL

HDR provided engineering, environmental, and surveying activities to Escambia County for the conceptual design of improvements to the drainage conveyance system located along Old Palafox between Duke Drive and 9 Mile Road.



## EMPERIEKGE

Industry: 34 HDR: 10

#### Habber Hole

BS, Civil Engineering, Louisiana State University-Baton Rouge

#### REGISTRATIONS

Professional Engineer: FL, AZ, OR, TX, WY

## **John Plattsmier**, PE OA/OC

ing and the second

John serves as HDR's Business Class Director for Pump Stations and Pipelines, and has extensive experience in the field of engineering consulting. He has worked on various types of projects in management, design, technical, oversight, and reviewer roles including over a dozen projects in Florida.

## entrational entra

Various Water Distribution Projects, Hillsborough County, FL

44th Avenue East from 30th Street East to 45th Street East, Manatee County, FL

Design of Area N (Segments G, H, and I) 36-inch Water Transmission Main – Task Order 14, Miami, FL

Red Top to Water Treatment Plant Raw Water Transmission, Chesapeake, VA



## EDITERIKE

Industry: 13 HDR: 3

### EDUCATION

PhD, Environmental Engineering, University of Florida

ME, Environmental Engineering, University of Florida

BS, Environmental Engineering, University of Florida

#### REGISTRATIONS

Professional Engineer: , FL, TX



## **Chance Lauderdale**, PhD, PE

Water Treatment

Chance serves as HDR's Drinking Water Market Sector Director and has 13 years of experience engaged in the conceptualization, validation, design, and operation of advanced water treatment technologies, including drinking water biological filtration.

## STATE OF THE STATE

Carlton Water Treatment Plant, Chemical Feed Optimization Study, Sarasota, FL

North County Regional Water Treatment Plant - Reverse Osmosis Membrane Expansion, Collier County, FL

Irrigation Quality Water Program Technical Review and Assistance, Collier County, FL

Cutter Reservoir Water Treatment, Bloomfield, NM



## EXPERIENTE

Industry: 20 HDR: 11

## EDUCATION

PhD, Environmental Engineering, University of Montpellier

MS, Chemical Engineering and Environmental Engineering, University of Montpellier

### REGISTRATIONS

Professional Engineer: FL

## Marie Pellegrin, PhD, PE

Wastewater Treatment

Marie has more than 20 years of experience in wastewater membrane research, design, and operation of treatment plants, and delivering successful expertise and advice on in-design or operating plants of all sizes.

## SUMBARACUSAS

Miscellaneous Professional Services for Water and Wastewater Projects, Hillsborough County, FL

Albert Whitted WRF Capacity Analysis Report, St. Petersburg, FL

Fiesta Village Advanced Wastewater Treatment Plant (AWWTP) FDEP Permit Renewal, Lee County, FL

**Utilities Engineering Consulting Services,** *Pinellas County, FL* 



## EXPERIENCE

Industry: 23 HDR: 12

### EDITO PARTON

MBA, Business Administration, University of West Florida

BS, Environmental Engineering, University of Florida

### REGISTRATIONS

Professional Engineer: FL, MS, AL

## Jeff Crigler, PE

Water Distribution | WW Collection | Pump Stations

## ASH (SIALIZEDI ZEBISHE)

Jeff has over 23 years experience in design, permitting, cost estimating, and construction inspection of a wide variety of water and wastewater projects, including water distribution and wastewater collection systems, reclaimed water distribution systems, wastewater lift stations, water and wastewater treatment plant improvements, and master planning.

## 

Airmen's Memorial (John King Connector) Phase 2 - Water Line Extension, Okaloosa County, FL

ECUA General Engineering Services, Pensacola, FL

General Water and Wastewater Services, Okaloosa County, FL

Fort Pickens Water System Rehabilitation, Pensacola, FL



## EXPERIENCE

Industry: 23 HDR: 15

## HOUSAHOR

BS, Marine Biology, University of West Florida

## **Mick Garrett**

Environmental | Permitting

Mick has experience in environmental project management, NEPA documentation, environmental permitting, wetland delineations, developing wetland restoration and remediation plans, stream restoration activities, conducting threatened/endangered species surveys and regulatory agency coordination throughout Florida.

## ajnjižara konadisk

Lake Silver Recreational Facility Restoration Project, Okaloosa County, FI

James Lee Boulevard Storm Drain Rehabilitation, Okaloosa County, FL

Hurricane Ivan Debris Management, Okaloosa County, FL

Li Fair Stormwater Redesign and Flood Prevention Plan, Escambia County, FL



## PAPERIENCE

Industry: 28 HDR: 8

#### EDUCATION

PhD, Civil Engineering, University of Alabama

MS, Civil Engineering, University of Alabama

MS, Computer Science, University of Alabama

BCE, Civil & Environmental Engineer, Univerzitet a Sarajevu, University of Sarajevo

#### REGISTRATIONS

Professional Engineer: NY Saša Tomić, PhD, PE W | WW Modeling

Saša is a Senior Professional Associate and the Hydraulic Modeling Practice Lead for HDR. His responsibilities include development, coordination, monitoring, and improvement of technical competencies of hydraulic modeling staff and products.

## al invariant and the second

Bay County Alternative Water Supply, Panama City, FL

Utility Master Plan, Sarasota, FL

Wastewater Collection System Hydraulic Model Recalibration, San Antonio. TX

Historic Fourth Ward Park - CSO, Atlanta, GA



## EXPERIENCE

Industry: 15 HDR: 12

### Habitis/Attions

BS, Civil Engineering, Auburn University

### REGISTRATIONS

Professional Engineer: FL, AL

Construction Documents Technologist

Florida DOT Advanced MOT

## Allen Vinson, PE

Funding | Grants

Allen has experience in project management, transportation design, specifications/contract documents, utility coordination, and plans preparation. His design responsibilities have included major roadway and intersection design, including widening projects, RRR projects, and intersection safety improvements.

## 

**Stormwater Management Plan,** Okaloosa County, FL

Okaloosa Public Work General Engineering Services Contract, Okaloosa County, Fl.

Pensacola Downtown Drainage Study, Pensacola, FL

PJ Adams Parkway Phase 1 Widening Design and Right-of-Way Acquisition Services, Okaloosa County, FL



## EXPERIENCE

Industry: 25 HDR: 9

#### EDHICATHOL

BS, Electrical Engineering (Specialized in Power), University of Puerto Rico

### REGISTRATIONS

Professional Engineer: FL, MN, PR

Master Electrician: PR

## Jose Gonzalez, PE

Electrical | I&C Specialization experiences

Jose is proficient in designing and managing electrical projects including toll plaza facilities, roadway lighting systems, military installations, lift stations and treatment facilities, primary and secondary electrical power distribution systems, and emergency stand-by systems.

## 

General Water and Wastewater Services, Okaloosa County, FL

Alexander Orr, Jr. Water Treatment Plant Renewal and Replacement (AOWTP R&R) Lime Kiln System Electrical Improvements - Task Order 15, Miami, FL

Engineering Services for Misc. Water, Wastewater, and Reclaimed Water Projects, Hillsborough County, FL

Biosolids Processing Facility Electrical Engineering Services, West Palm Beach, FL



## DIPERMINE.

industry: 12 HDR: 1

## 13000,000

MS, Environmental Engineering, University of New Orleans

BS, Civil Engineering, Universidad Santa Maria

## HEGISTRANO!!S

Professional Engineer: TX

## Jose Rojas, PE

Water Distribution | WW Collection

## grande de la companya 
With over 12 years of consulting experience, Jose brings a wide range of utility design experience to HDR's water and wastewater design and construction teams.

## STATE OF THE STATE

AWWRF Capacity Analysis Report Project, St. Petersburg, FL

HR Dam Siphon and TBC Pump Station, Tampa, FL

Van Dyke WWTP 4-in Reclaimed Water Line Replacement, Hillsborough County, FL

Glendale Wastewater Treatment Plant Cogeneration, St. Petersburg, FL



## EXPERIENCE

industry: 15 HDR: 12

## Hollowing to

MS, Environmental Engineering, University of Florida

BS, Environmental Engineering, University of Florida

#### REGISTRATIONS

Professional Engineer: FL

## **Heather Manganiello**, PE Pump Stations

rump stations

Heather is a hydraulic/ environmental engineer with specialties in pump station design; hydraulic system design; potable, wastewater, and reclaimed water distribution/collection system design; water and wastewater treatment and disposal; and permitting.

## BULL CHECKE

Professional Engineering Services for Wastewater and Reclaimed Water Services: Lift Station 1 Replacement, Altamonte Springs, FL

Miscellaneous Professional Services for Water and Wastewater Projects, Hillsborough County, FL

Rehabilitation of Pumping Stations 5 and 9, Deltona, FL

Peace River Manasota Regional Water Supply Authority, Transfer Pump No. 9 Installation, Manatee County, FL



### EXPERIENCE

Industry: 28 HDR: 8

### EDUCATION

Bachelor of Science, Construction Engineering, University of Nebraska

#### PERCENTATIONS

Design Build Institute of America

## Russ Katt, DBIA

Cost Estimating

Russ has more than 27 years of broad experience in the construction industry with a focus on complex civil, structural, and architectural projects. His most recent focus has been assembling cost data and producing detailed accurate cost estimates that satisfy the diverse demands of all parties involved.

## MADAR AND COM

South County Advanced Wastewater Treatment Plant Expansion, Hillsborough County, FL

Pump Station 187 Basis of Design Report (BODR) - Task Order 1, Miami, FL

Atlantic Treatment Plant, HRSD, VA

Utility Services Department, Continuing Consultants Services, Brevard. FL



## EXPERIENCE

Industry: 29 HDR: 2

#### Elelife Affile).

BS, Civil Engineering, University of Alabama at Birmingham

## REGISTRATIONS

Professional Engineer: FL, AL, TN

Certified Project Manager (CPM)

FDOT CTQP Quality Control Manager

FDOT CTQP Final Estimates Level I and II

FDEP Stormwater Erosion and Sediment Control

## Bryan Estock, PE

CEL

## THE PARTY OF THE PARTY.

Bryan has over 26 years of engineering experience in the construction management and inspection of infrastructure projects. This includes roadway, bridges, and utility work. He has experience with Florida Department of Transportation, Leon County Florida, Tennessee Department of Transportation, and other various government agencies.

## All la Calculate

US 331 Choctawhatchee Bay Bridge Design/Build CEI, Santa Rosa Beach, FL

Escambia Bay Bridge, Pensacola, FL

Miccosukee Road Improvements, Phase II, Leon County, FL

Ochlockonee River Bridge, Gadsden Caunty, FL

## References

HDR provides a wide range of architectural and engineering services for municipal water and wastewater clients throughout Florida.

Our excellent client service has earned us repeat business from our clients demonstrating their trust in our ability to be responsive and deliver high-quality services on time and within budget. More than 80 percent of our work comes from previous clients. Through long-term commitments and true partnerships, we are able to provide best value. We have consistently been awarded follow-on contracts with these clients due to our quality of service. The greatest testament of our past performance is through our clients. We invite you to ask our clients about their satisfaction with our work.

Many of the contracts executed by HDR are awarded on the basis of our qualifications and outstanding references provided by our clients. These references are earned through delivering their projects on time, within budget, with high quality and with absolute transparency. The chart below of client references for the contracts listed throughout our proposal can attest to the HDR team's qualifications and commitment to quality.

"Beginning in 2011, Eglin's civil engineers teamed with HDR to provide the environmental assessment, design, and permitting services...The project presented a number of technical challenges to overcome: [...]. The design team excelled in overcoming each of these challenges." ---- Melinda Rogers, EIT, Eglin AFB

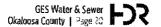
The Military Engineer, No 699



PRINCE (TRANS)

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Client Reference & Contact Information Project Name and Brief Description General Engineering Services - Water and Wastewater - HDR has provided Emerald Coast Utilities Authority (ECUA) Contact Name: Brian Reid continuing engineering services for water and wastewater design, and Phone: 850-969-6640 construction phase services to ECUA since 2006. Email: brian.reid@ecua.fl.gov General Engineering Services - HDR has been working with the City City of DeFuniak Springs of DeFuniak Springs for the past four years on various water and Contact Name: Sonny Ennis sewer infrastructure projects. The City has relied on HDR for services Phone: 850-892-8534 including utility relocations, pump station design, utility permitting, utility Email: mapping@defuniaksprings.net coordination, wetland impact analysis, and construction inspection services. **Brevard County Utility Services Department** General Engineering Services - HDR has been consistently working with Contact Name: Mark Reagan Brevard County Utility Services for the past five years on a variety of utility Phone: 321-633-2089 infrastructure and treatment plant projects through our existing General Email: mark.reagan@brevardcounty.us Engineering Contract. Escambia County Engineering Department General Engineering Services - HDR has been consistently working with Contact Name: Chris Curb Escambia County Engineering for nearly two decades on a variety of Phone: 850-595-3419 water resource and transportation projects through our existing General Email: cacurb@myescambia.com Engineering Contract. Repair Approach Lighting at Runway 19 - HDR provided Eglin with NEPA analysis, design, and permitting services for repair of the approach lighting Eglin Air Force Base Contact Name: Mindy Rogers system at the end of Runway 19. The existing light structures were located Phone: 850-882-0143 in an environmentally sensitive wetland known as Tom's Creek. Eglin Air Force Base later featured this project in an issue of "The Military Engineer" Email: melinda.rogers@eglin.af.mil monthly magazine.



## **Additional Information & Comments**

## A. Responsiveness of Proposal and Understanding of the Work to be Performed for the County

HDR has served as an extension of the Okaloosa County engineering staff for over 17 years and has successfully supported the development of multiple projects that have ranged from water main extensions to complex treatment plant design.

HDR's work with OCWS, Okaloosa County Public Works, Eglin Air Force Base, and the Mid-Bay Bridge Authority exemplifies our involvement and commitment in Okaloosa County. Understanding the roles and needs of multiple stakeholders provides a direct benefit when executing projects.

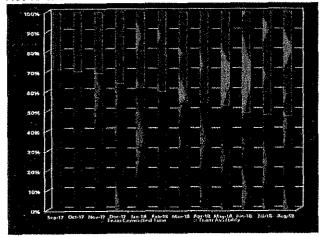
The intent of this proposal is to detail the requested items of the RFP and to demonstrate HDR's added value to Okaloosa County through past project responsiveness, quality team members, and sound technical experience.

## B. Firm's Reputation and Competence For more than a century, HDR has partnered

with clients to shape communities and challenge the boundaries of what's possible. Our expertise spans 10,000 employees, in more than 225 locations around the world—and counting. Our engineering, architecture, environmental, and construction services bring an impressive breadth of knowledge to every project.

## C. Current Workload and Firm's Capacity to Perform Future Work

Our personnel are dedicated to providing sufficient time and effort to produce a quality product. With this in mind, our team members were carefully selected not only for their expertise, but also for their availability to work on the project for its duration. We follow well established and time proven procedures to manage our project work and have assembled a strong team that is available to begin work upon Notice-to-Proceed.



## D. Fields of Work for Which the Firm is Proposing to Perform

HDR will perform project management, water distribution, wastewater collection, water/wastewater treatment, pump station design, and environmental services from our Pensacola office.

### E. Financial Responsibility and Solvency

As an employee-owned firm, our assets are managed and invested with exceptional care. Our financial statements are prepared and audited annually by Ernst & Young LLC, including a FAR audit. We are financially sound with gross revenues in excess of more than \$2.23 billion (2016) and a strong balance sheet with stockholders' equity in excess of \$1.36 billion (2016).

## F. Ability to Observe and Advise Whether Plans and Specifications Meet Compliance

For projects where OCWS constructs the improvements, HDR has shown that we **work efficiently with OCWS staff** in the field. For projects where OCWS hires a contractor, our construction specialists review the design from the contractor's point of view to identify potential errors prior to bid award and propose alternatives for a better finished product. This early effort brings consistency between project plans and specifications and results in a set of concise, biddable plans and specifications for a more competitive bid for the owner.

As part of our constructability review process, we deliver comprehensive and timely reviews of all project-related documentation and information. We also make periodic site visits, record observations, and report to the project administrator any information related to status, quality of workmanship, and compliance with the contract documents.

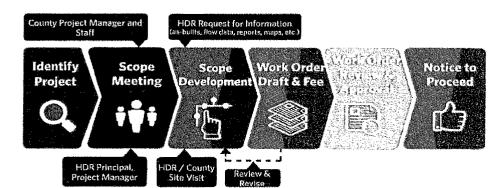
G. Past Record of Professional Accomplishments Related to the Area(s) of Work the Firm is Proposing to Perform We have included a complete record of professional accomplishments in the Specific Accomplishments section of this proposal that touch all areas of work provided in the RFP, and demonstrate our ability to assist Okaloosa County in the execution of its work program. All of our deliverables are subjected to rigorous quality control procedures that result in on-time performance, and minimal cost changes.

## H. Qualifications and Responsibilities of Personnel Assigned to the Program

The team will be led by local management experienced with the execution of projects in Okaloosa County, and qualified to lead the work. The proposed staffing plan is included in the section of this proposal titled, *Project Management Organization*. This plan includes assignment of responsibilities and documentation of professional qualifications.

## I. FDEP, NWFWMD, FDOT, USACE, EPA, FAA, and Eglin AFB Regulatory Permitting Experience

HDR's local environmental staff has active and trusted relationships with the various regulatory agencies and environmental stakeholders in our area. As former FDEP employees, **Mick Garrett** and **Josey Walker** maintain constant contact with the local regulatory agencies necessary to provide real time knowledge of the ever changing environmental regulations. Over the years, HDR's local environmental staff have consulted on, prepared, submitted, and obtained permits for many projects on behalf of Okaloosa County.



# J. Grant/Loan Programs Experience (promulgated by FDEP, FDOT, FDEO, NWFWMD, EDC, SRF, USDA, and Other Agencies)

HDR has written and facilitated grant applications for transportation, watershed protection, parks and recreation, community planning, and historic preservation projects. HDR staff knows each respective reviewing agency's areas of interest, processes, and procedures, and has established professional relationships with staff in many agencies. This allows us to tailor grant packages for timely approval. During our relationship with Okaloosa County, HDR has supported the following grant efforts:

- Defense Infrastructure Grant for the Interchange at Hurlburt Field
- TRIP Funding for PJ Adams under LAP agreement
- Various NRCS Grants for Emergency Watershed Protection
- FDEP Grant for Gap Creek Improvements

Other examples of HDR providing funding assistance to clients in the Panhandle include the following:

- CDBG Funding for Lakewood Sewer Expansion Phase V (ECUA)
- FEMA HMGP Funding for Escambia County after recent severe flooding events

### K. Experience with Similar-Sized Programs

As a company, HDR does much of its work under openended contracts that are similar to the contract proposed for the program detailed in the RFP. Please see our *Specific Accomplishments* section for more details.

### L. Firm's Capability to Meet Schedules

Through the multiple tasks completed for Okaloosa County, HDR is consistently on-time with scheduled deliverables. HDR has the ability and resources to complete fast-track projects, alternative delivery, and traditional delivery requirements. We are committed to assigning properly qualified staff along with the proper amount of staff to optimize time and costs for any task.

## M. Willingness to Meet Budget and Time Requirements

For a project to be considered a success, work must be completed on schedule, within budget, and error-free.

We use a combination of companydeveloped tools and procedures for delivering quality and consistency in our work, managing internal tasks,

maintaining communication, and staying ahead of schedule and under budget. We are always willing to incorporate new methods as our clients and project work dictates.

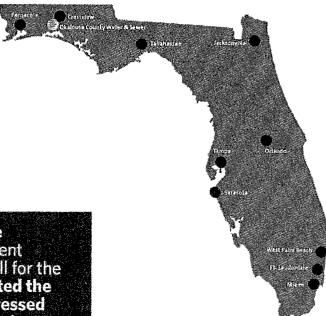
## N. Demonstrated Expertise and Experience Utilizing Various Design and Modeling Software

HDR's Hydraulic Modeling Services (HMS) group provides the master planning and hydraulic modeling services to water, wastewater, and stormwater utilities. Our HMS group has five major and seven minor modeling centers in the US with over 100 hydraulic modelers and 90 GIS supporting staff, with over 500 of years of the combined hydraulic modeling experience.

HDR's HMS group conducts dozens of planning and modeling projects annually totaling in over 1,000 modeling projects across the North America using various modeling applications. Our experts maintain proficiency and HDR has current licenses of virtually all key commercially-available modeling software platforms.

## O. Geographic Location of the Firm's Office(s) Providing Service to the County

HDR has local offices in both Pensacola and Crestview, allowing us to provide efficient and responsive service for any project situation.



A recent example of our ability to meet schedule requirements is the Airport North Water Treatment Facility. Airport North is a critical production well for the operation of ECUA's water system. HDR completed the design of the water treatment facility on a compressed design schedule in order to ensure ECUA met their water production obligations.