

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/28/2015

Contract/Lease Control #: C16-2344-PW

Bid #: _ 40-15

Contract/Lease Type: CONTRACT

Award To/Lessee: DRMP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/20/2015

Term: 10/20/2020 W/RENEWALS*

Description of Contract/Lease: ENGINEERING & DESIGN PROFESSIONAL SERVICES

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed: _____

cc: Finance Department Contracts & Grants Office

*Per agreement: "When this Agreement expires, it will be automatically extended for any individual executed Task Orders until the scope of work is completed and final invoice is paid." (1.4.1)

ACORD™

Client#: 1048632

DRMPINC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2021

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.

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.

PRODUCER: USI Insurance Services, LLC
INSURED: DRMP, Inc.
CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500
INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Indemnity Company, INSURER B: Travelers Property Cas. Co. of America, etc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)
Professional Liability coverage is written on a claims-made basis.
LAP Continuing Services Agreement
Okaloosa County Board of County Commissioners is named as an additional liability and automobile liability as required by written contract.

CONTRACT#: C16-2344-PW
DRMP, INC.
ENG & DESIGN PROFESIONAL SVS
EXPIRES: 10/20/2020 W/RENEWALS

CERTIFICATE HOLDER: Okaloosa County Board of County Commissioners
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]

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Client#: 1048632

DRMPINC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/04/2021

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME:	
	PHONE (A/C, No, Ext):	813 321-7500
INSURED DRMP, Inc. 941 Lake Baldwin Lane Orlando, FL 32814	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Travelers Indemnity Company
	INSURER B:	Travelers Property Cas. Co. of America
	INSURER C:	Travelers Indemnity Company of CT
	INSURER D:	Berkley Insurance Company
	INSURER E:	Phoenix Insurance Company
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6801P107763	12/12/2020	12/12/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA2R888359	12/12/2020	12/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP7957Y581	12/12/2020	12/12/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9J160752	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	<input checked="" type="checkbox"/> Professional Liability			AEC903736801	06/20/2020	06/20/2021	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.
LAP Continuing Services Agreement Contact #C16-2344-PW
Okaloosa County Board of County Commissioners is named as an additional insured as respects the general liability and automobile liability as required by written contract. Thirty (30) days prior written notice of cancellation or material change except 10 days for non payment of p
(See Attached Descriptions)

CERTIFICATE HOLDER

Okaloosa County Board of County Commissioners
5479 Old Bethel Road
Crestview, FL 32536

CAN

ST
TF
AT

CONTRACT# C16-2344-PW
DRMP, INC.
ENGINEERING & DESIGN PROFESSIONAL SERVICES
EXPIRES: 10/20/2020 W/RENEWALS

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

listed above.

C16-2344-PW
 DRMP INC

DATE (MM/DD/YYYY)
 6/18/2020

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PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME:			
	PHONE (A/C, No, Ext):	813 321-7500	FAX (A/C, No):	
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Travelers Indemnity Company	25658
INSURED DRMP, Inc. 941 Lake Baldwin Lane Orlando, FL 32814		INSURER B:	Travelers Property Cas. Co. of America	25674
		INSURER C:	Phoenix Insurance Company	25623
		INSURER D:	Berkley Insurance Company	32603
		INSURER E:		
		INSURER F:		

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

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6801P107763	12/12/2019	12/12/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	X	X	BA6916L697	12/12/2019	12/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP7957Y581	12/12/2019	12/12/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9J160752	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			AEC903736801	06/20/2020	06/20/2021	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may)
Professional Liability coverage is written on a claims-made basis.
 RE: RFQ#PW 40-15, Contract C16-2344-PW
 Okaloosa County Board of County Commissioners is named as an additi liability and automobile liability as required by written contract. Thirty (3) of cancellation or material change except 10 days for non payment of pri (See Attached Descriptions)

CONTRACT#: C16-2344-PW
 DRMP
 ENGINEERING & DESIGN PROFESSIONAL SVS
 EXPIRES: 10/20/2020 W/ RENEWALS


CERTIFICATE HOLDER

CANCELLATION

RECEIVED BY
Risk Management

Okaloosa County Board of County Commissioners
 602-C North Pearl Street
 Crestview, FL 32536

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

AUTHORIZED REPRESENTATIVE


DESCRIPTIONS (Continued from Page 1)

listed above.

Okaloosa County BOCC

JUL 16 2020

Received by
Risk Management

CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME:	
	PHONE (A/C, No, Ext):	813 321-7500
	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Indemnity Company	NAIC # 25658
INSURED DRMP, Inc. 941 Lake Baldwin Lane Orlando, FL 32814	INSURER B : Travelers Property Cas. Co. of America	25674
	INSURER C : Phoenix Insurance Company	25623
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6805H332395	12/12/2019	12/12/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA6916L697	12/12/2019	12/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	X	CUP7957Y581	12/12/2019	12/12/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB09J160752	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	<input checked="" type="checkbox"/> Professional Liability			AEC903284600	06/20/2019	06/20/2020	\$1,000,000 per claim \$1,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.
RE: RFQ#PW 40-15, Contract C16-2344-PW
Okaloosa County Board of County Commissioners is named as an additional insured as respects the general liability and automobile liability as required by written contract. Thirty (30) days prior written notice of cancellation or material change except 10 days for non payment of premium will be given on all policies (See Attached Descriptions)

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 602-C North Pearl Street Crestview, FL 32536	CANCE	SHOULD THE ACCO	CONTRACT#: C16-2344-PW DRMP, INC. ENGINEERING & DESIGN PROFESSIONAL SVS EXPIRES: 10/20/2020 W/RENEWALS
	AUTHOR:		

C16-2344-PW

Client#: 1048632

DRMPINC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2018

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.

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PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL: ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Indemnity Company	25658	INSURER C : Phoenix Insurance Company	25623	INSURER D : Lexington Insurance Company	19437	INSURER E : Travelers Property Cas. Co. of America	25674	INSURER F :
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6805H332395	12/12/2018	12/12/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA6916L697	12/12/2018	12/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP7957Y581	12/12/2018	12/12/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB09J160752	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			031710988	06/20/2018	06/20/2019	\$1,000,000 per claim \$1,000,000 annl aggr.

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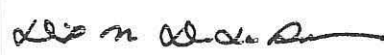
PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607 813 321-7500		CONTACT NAME: PHONE (A/C, No., Ext): 813 321-7500	FAX (A/C, No):
		E-MAIL ADDRESS:	
INSURED DRMP, Inc. 941 Lake Baldwin Lane Orlando, FL 32814	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Charter Oak Fire Insurance Company		25615
	INSURER B : Travelers Indemnity Company		25658
	INSURER C : Travelers Indemnity Co. of America		25666
	INSURER D : Lexington Insurance Company		19437
	INSURER E : Travelers Property Cas. Co. of America		25674
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	6805H332395	12/12/2017	12/12/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA6916L697	12/12/2017	12/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP7957Y581	12/12/2017	12/12/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 OTHER: \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB09J160752	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			031710988	06/20/2018	06/20/2019	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability coverage is written on a claims-made basis. C16-2344-PW
 RE: RFQ#PW 40-15, Contract C16-2344-PW
 Okaloosa County Board of County Commissioners is named as an additional insured as respects the general liability and automobile liability as required by written contract. Thirty (30) days prior written notice of cancellation or material change except 10 days for non payment of premium will be given on all policies (See Attached Descriptions)

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 602-C North Pearl Street Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

DESCRIPTIONS (Continued from Page 1)

listed above.

EXHIBIT "B"

TASK ORDER APPROVAL FORM

CONTRACT #: C16-2344-PW TASK ORDER #: 02 (SOUTH AVE. SIDEWALK IMPROVEMENTS)
TASK ORDER AMOUNT: \$ \$37,117.50

OFFERED BY CONSULTANT:

DRMP, Inc.

FIRM'S NAME

Ben C. Faust, P.E.

REPRESENTATIVE'S PRINTED NAME

Ben C Faust

SIGNATURE

Vice President 6/20/17

TITLE DATE

RECOMMENDED FOR APPROVAL
(Department Director)

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

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

[Signature]
SIGNATURE

[Signature]
PURCHASING DIRECTOR

RUBEN WOODS DIRECTOR
TITLE

7/31/17
DATE

7/26/17
DATE

[Signature]
COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

8/3/17
DATE

DATE

DRMP, INC.



Principals

Wayne D. Chalfoux
Donaldson K. Barton, Jr.
Lucius J. Cushman, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett
Lawrence L. Smith, Jr.
William T. Stone

Mr. Michael C. Anderson,
Okaloosa County Public Works
1759 S. Ferdon Blvd
Crestview, FL 32536

June 19, 2017

Subject: South Avenue / Pochontas Avenue Sidewalk Improvements
FPN: 440723-1-38-01, DRMP Job #: 15-0189.002

Dear Mr. Anderson:

DRMP is pleased to submit this proposal for the design of a 5' wide concrete pedestrian sidewalk in Ocean City, Florida. This project consists of sidewalk improvements along the north side of South Avenue from James Lee Road to Eglin Parkway (SR 85) for approximately 5,016 feet.

I. Task 1 – Survey and Mapping Services

Part I: Topographic Survey

DRMP will provide a topographic design survey to facilitate engineering design at the above indicated location. The Topographic Survey will be prepared in accordance with the State of Florida Minimum Technical Standards Chapter 5J-17, Florida Administrative Code, as set forth by the Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

Tasks for the topographic survey will include the establishment of no fewer than three (3) site benchmarks, the collection of permanent planimetric features, topography from centerline of road to visible extent of right-of-way at intervals no less than 100' except where said right-of-way is deemed flat and contains no improvements, above-ground visible indication of utilities, and drainage features including size, type, condition, and invert elevations. Both the horizontal and vertical datum will be assumed. DRMP will initiate a Sunshine One-Call ticket and will provide Level "D" or "C" locations as appropriate. Survey will be on assumed horizontal and vertical datum.

Part II: Deliverables

Deliverables for the survey task include: Signed and sealed survey (pdf and AutoCAD file). DRMP will provide an electronic base file in .dwg format (Civil3D), a DTM where appropriate, including a survey baseline and control monumentation for each project area.

Lump Sum Fee for Task 1: \$11,890.00

II. Task 2 – 60% Design Plans

Description: DRMP will provide 60% sidewalk design and produce plans and details for the sidewalk improvements. This task will include the following components:

- Site review and coordination meeting.
- Sidewalk geometric design including layout, profiles, cross slopes, typical sections, tie-ins, and associated plan sheets depicting the sidewalk geometry.
- Grading and drainage design associated with the sidewalk.
- Prepare other Construction Plan documents such as Cover Sheets, General Notes, Layout, Project Control and all labor associated with producing 60% review submittals.
- Project Management and Coordination of the work with County staff, sub-consultants and vendors.

2882 Remington Green Circle
Tallahassee, Florida 32308
Phone: 850.562.9600
Fax: 850.575.5544

Boca Raton, Florida
Charlotte, North Carolina
Chipley, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Orlando, Florida
Panama City, Florida
Pensacola, Florida
Raleigh, North Carolina
Tampa, Florida

1.800.375.3767
www.drmp.com



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William T. Stone

- Implementation of a Quality Assurance/Quality Control Plan prior to submittal to the County.
- Engineer’s Opinion of Probable Cost.

All offsite flow to the site will be designed to be managed in such a way as to not adversely impact offsite area. This Scope does not address the design remedy for any offsite drainage issues on adjacent public and private property such as flooding or erosion/sedimentation.

Deliverables: 60% Design Plans (11”x17”)
Digital 60% Design Plans (.pdf)
60% Stormwater and Drainage Calculations
Engineers Opinion of Probable Cost

Lump Sum Fee for Task 2: \$16,287.50

Task 3 – Final/Construction Plans

Description: DRMP will provide final construction plans which include the following components:

- Address County comments from 60% submittal and incorporate into final plans.
- Prepare Final Construction Plan documents such as Cover Sheets, General Notes, Layout, Details, Project Control and all labor associated with producing Final Deliverable package.
- Project Management and Coordination of the work with County staff, sub-consultants and vendors.
- Implementation of a Quality Assurance/Quality Control Plan prior to submittal to the County.
- Engineer’s Opinion of Probable Cost.

Deliverables: Signed and Sealed Construction Plans
Digital Construction Plans (.pdf)
Digital Design Files (AutoCAD 2015)
Signed and Sealed Stormwater and Drainage Calculations
Engineers Opinion of Probable Cost
Bid Form with Pay Items

Lump Sum Cost for Task 3: \$8,940.00

Assumptions and Exclusions

The County will provide DRMP and sub-consultants access to the site and all available information pertinent to this project, including access to as-built drawings and documents on underground utilities, pavements, and underground structures within the project limits. The County will provide access to pertinent information regarding property, easements, right-of-way, lease lines, and other information necessary for the design and permitting of the project. It is assumed the project will be exempt from stormwater management and permitting requirements. All proposed work is assumed to be within the right-of-way. Right-of-way and easement sketches are not included in this proposal.

Project Schedule

Task 1 Survey.....	30 days from the NTP
Task 2 – 60% Design	60 days
County and FDOT review.....	30 days
Task 3 – Final Design.....	30 days

A detailed schedule for the project is attached to this proposal.

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DRMP, INC.



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William T. Stone

COMPENSATION SUMMARY AND TERMS

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein. A breakdown of base fees and costs is provided as follows:

	Task	Cost
1	Survey and Mapping Services	\$ 11,890.00
2	60% Design Plans	\$ 16,287.50
3	Final/Construction Plans	\$ 8,940.00
	Total Costs:	\$ 37,117.50

A summary of man-hours for the project is attached to this proposal.

Please be advised that any additional work not outlined in this proposal such as section work, title review and plotting of easements, response to any comments by a third party after survey is submitted, digging of buried utilities, or any request for additions to be made to the survey such as wetland locations, tree surveys, offsite surveys, coordinating with utility company locators, plotting underground utilities from engineering plans or maps, and reimbursable such as reproductions or overnight mailings, will be billed as an extra cost on a time and material basis, per the hourly rates reflected on Exhibit "A" in the LAP Continuing Services Contract and may cause a delay in the completion of the survey. The cost of any required permits will be the responsibility of the client prior to obtaining permit.

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

DRMP, Inc.

John Alaghemand, P.E.

Sr. Project Manager

Cc: Ben Faust, P.E. (DRMP)
Bryant King, P.E. (DRMP)
Ben Lennon, P.E. (DRMP)

Attachments (Man-hours Estimate, Schedule and Contract)

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Tallahassee, Florida 32308
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Fax: 850.575.5544

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Lakeland, Florida
Melbourne, Florida
Orlando, Florida
Panama City, Florida
Pensacola, Florida
Raleigh, North Carolina
Tampa, Florida

1 800.375.3767
www.drmp.com

ACORD™

Client#: 1048632

CERTIFICATE OF LIABILITY

Contract # C16-2344-PW

DRMP, INC.

ENGINEERING & DESIGN PROF SVS

DATE (MM/DD/YYYY)

12/21/2017

EXPIRES: 10/20/2020

TER. THIS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION... CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

Table with PRODUCER (USI Insurance Services, LLC) and INSURED (DRMP, Inc.) information, and a table of INSURER(S) AFFORDING COVERAGE including Charter Oak Fire Insurance Co, Travelers Indemnity Company, etc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Main table listing coverages: A (COMMERCIAL GENERAL LIABILITY), E (AUTOMOBILE LIABILITY), B (UMBRELLA LIAB), C (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY), D (Professional Liability).

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

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

RE: RFQ#PW 40-15, Contract C16-2344-PW

Okaloosa County Board of County Commissioners is named as an additional insured as respects the general liability and automobile liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Table with CERTIFICATE HOLDER (Okaloosa County Board of County Commissioners) and 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.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2016

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

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

PRODUCER USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME:
	PHONE (A/C, No., Ext): 813 321-7500 FAX (A/C, No.):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A :	Travelers Indemnity Company of 25682
INSURER B :	Travelers Indemnity Company 25658
INSURER C :	Travelers Casualty and Surety C 19038
INSURER D :	Lexington Insurance Company 19437
INSURER E :	
INSURER F :	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6806707L408	12/12/2015	12/12/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	BA6916L697	12/12/2015	12/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP7957Y581	12/12/2015	12/12/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB5186Y725	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability			031710988	06/20/2016	06/20/2017	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.
RE: RFQ#PW 40-15, Contract C16-2344-PW
 Okaloosa County Board of County Commissioners is named as an additional insured as respects the general liability and automobile liability as required by written contract. Thirty (30) days prior written notice of cancellation or material change except 10 days for non payment of premium will be given on all policies (See Attached Descriptions)

2344

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 602-C North Pearl Street Crestview, FL 32536 06-29-16A11:35 RCVD	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2015

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

Table with PRODUCER (USI Insurance Services, LLC) and INSURED (DRMP, Inc.) information, including contact details and insurer names like Travelers Indemnity Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability coverage is written on a claims-made basis. RE: RFQ#PW 40-15, Contract C16-2344-PW Okaloosa County Board of County Commissioners is named as an additional insured as respects the general liability and automobile liability as required by written contract.

CERTIFICATE HOLDER CANCELLATION

Table for Certificate Holder (Okaloosa County Board of County Commissioners) and Cancellation details (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).

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PRODUCER USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS: <hr/> <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Travelers Indemnity Company</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety</td> <td style="text-align: center;">19038</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25682	INSURER B : Travelers Indemnity Company	25658	INSURER C : Travelers Casualty and Surety	19038	INSURER D : Lexington Insurance Company	19437	INSURER E :		INSURER F :	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6806707L408	12/12/2014	12/12/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA6916L697	12/12/2014	12/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP7957Y581	12/12/2014	12/12/2015	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input checked="" type="checkbox"/>	UB5186Y725	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input type="checkbox"/> N / A					E.L. EACH ACCIDENT \$500,000
							E.L. DISEASE - EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability			031710988	06/20/2015	06/20/2016	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liability coverage is written on a claims-made basis.
RE: RFQ#PW 40-15, Contract C16-2344-PW
Okaloosa County Board of County Commissioners is named as an additional insured as respects the general liability and automobile liability as required by written contract. Thirty (30) days prior written notice of cancellation or material change except 10 days for non payment of premium will be given on all policies (See Attached Descriptions)

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 602-C North Pearl Street Crestview, FL 32536 C-2344	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)

listed above.

NOTICE OF AWARD

TO:

DRMP
Ben Faust
700 S. Palafox Street, Suite 160
Pensacola, FL 32502

PROJECT: Engineering & Design Professional Services
DESCRIPTION: RFQ #PW 40-15, CONTRACT C16-2344-PW

The **OWNER** has considered the qualifications submitted by you for the above-described WORK in response to its Advertisement.

You are hereby notified that your **contract** has been accepted for items in the amounts of specified within the contract.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, ATTN: Joanne Kublik, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call Joanne Kublik at 850-689-5960.

Dated this 28 day of October, 2015

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS-

BY: Zan Fedorak TITLE Purchasing Manager
Zan Fedorak

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: Ben C Faust

This the 5th day of November, 2015.

BY: BEN C. FAUST

Title: Vice - President

CONTRACT #C16-2344-PW
DRMP
ENGINEERING & DESIGN PROF SVS
EXPIRES: 10/20/2020 W/RENEWALS

NOTICE TO PROCEED

DATE: October 28, 2015

TO:
DRMP
Ben Faust
700 S. Palafox Street, Suite 160
Pensacola, FL 32502

PROJECT: Engineering & Design Professional Services
DESCRIPTION: RFQ #PW 40-15, CONTRACT C16-2344-PW

You are hereby notified to commence WORK in accordance with the Agreement dated October 20, 2015. The contract is in effect as of October 20, 2015, and will continue until October 20, 2020. (Agreement allows for renewals under specific circumstances.)

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER**: Okaloosa County Purchasing, Attention: Joanne Kublik, 602-C North Pearl St, Crestview, FL 32536, within 15 days.

Dated this 28 day of October, 2015

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER

BY: Zan Fedorak
Zan Fedorak

TITLE: Purchasing Manager

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

DRMP, Inc.
Company Name

This the 3rd day of November, 2015

Ben C Faust
Signature

By: BEN C. FAUST
Type or Print Name

Title: Vice-President

CONTRACT #C16-2344-PW
DRMP
ENGINEERING & DESIGN PROF SVS
EXPIRES: 10/20/2020 W/RENEWALS

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

- [Entity Overview](#)
- [Entity Record](#)
- [Core Data](#)
- [Assertions](#)
- [Reps & Certs](#)
- [POCs](#)
- [Reports](#)
- [Service Contract Report](#)
- [BioPreferred Report](#)
- [Exclusions](#)
- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

[RETURN TO SEARCH](#)

DRMP, INC. 941 LAKE BALDWIN LN STE 100
 DUNS: 092710326 CAGE Code: 0SCS8 ORLANDO, FL, 32814-5901 ,
 Status: Active UNITED STATES

Expiration Date: 03/08/2016
 Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: DRMP, INC.
Business Type: Business or Organization
POC Name: Lisa Greene
Registration Status: Active
Activation Date: 03/09/2015
Expiration Date: 03/08/2016

Exclusions

Active Exclusion Records? No



**TASK ORDER AGREEMENT FOR CONSULTANT SERVICES
(LAP Continuing Services Agreement)**

This Agreement made on Oct 20, 2015 between Board of County Commissioners, Okaloosa County, FL [CLIENT], whose address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and DRMP, Inc. [CONSULTANT], a Florida Corporation having a Florida office located at 700 South Palafox Street, Suite 160, Pensacola, FL 32502.

RECITALS

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

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

WHEREAS, the CONSULTANT has the expertise and has thorough knowledge of such services, and has presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to CLIENT dated May 18, 2015 in response to RFQ PW 40-15; and

NOW, THEREFORE, in consideration of the mutual promises herein, CLIENT 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.

1.2. Basic Services. The scope of 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.

Task Work Orders associated with this continuing services contract will include Engineering & Design Related Professional Services (Phase 38) for the following FDOT Work Types as defined by Chapter 14-75.003 F.A.C. and outlined in the General Scope of Services below:

- | | <u>FDOT Work Types</u> |
|-------|--|
| 3.1 | Minor Highway Design |
| 4.1.1 | Miscellaneous Structures |
| 7.1 | Signing, Pavement Marking, and Channelization |
| 7.2 | Lighting |
| 7.3 | Signalization |
| 8.1 | Control Surveying |
| 8.2 | Design, Right of Way, and Construction Surveying |
| 8.4 | Right of Way Mapping |
| 9.1 | Soil Exploration |
| 9.2 | Geotechnical Classification Lab Testing |

On an as-needed basis, CLIENT will issue Task Orders to the CONSULTANT describing the work required for each Assignment to be undertaken under this Agreement. Each assigned Task Work Order will provide a detailed Scope of Service and Cost Estimate, including project deliverables and the time duration to complete the work. No work will commence until a fully executed Task Order is received by the CONSULTANT (see Exhibit B for Task Order Approval Form).

CONTRACT #C16-2344-PW
DRMP
ENGINEERING & DESIGN PROF SVS
EXPIRES: 10/20/2020 W/RENEWALS

Work Type 3.1 – Minor Highway Design: This work includes roadway design for rural 3R and minor widening and resurfacing projects. Minor drainage, utility relocation, intersection improvements and miscellaneous design services are also included.

Work Type 4.1.1 – Miscellaneous Structures: This work type includes the design of miscellaneous structures such as pedestrian bridges and structural supports for roadway signing and traffic signals.

Work Type 7.1 – Signing, Pavement Marking, and Channelization: This work will include the design and preparation of construction plans and specifications for signing, pavement markings and channelization including structural support and foundation calculations. Basic knowledge of traffic engineering studies is also required.

Work Type 7.2 – Lighting: This work includes the design and preparation of construction plans and specifications for roadway lighting improvements. Lighting calculations, pole location, foundation design, and electrical circuit calculations including power supply and distribution will be required.

Work Type 7.3 – Signalization: This work type includes the design and preparation of construction plans and specifications for traffic signalization including capacity calculations, signal operations, timing calculations, equipment location and pole and foundation designs.

Work Type 8.1 – Control Surveying: This work will provide horizontal and vertical control to specified standards for design projects.

Work Type 8.2 – Design, Right of Way, and Construction Surveying: This work type includes boundary surveys, right of way surveys, as-built surveys, construction layout surveys, topographic surveys, hydrographic surveys, quantity surveys, record surveys, mean high water line surveys and special purpose surveys.

Work Type 8.4 – Right of Way Mapping: This work includes the production of right of way related maps as well as the preparation of legal descriptions and sketches based on information supported by provided surveys, maps and other documents.

Work Type 9.1 – Soil Exploration: This work type includes acquisition and reporting of subsurface material, hydrological and environmental information to be used for the planning, design and construction of roadway projects. May include on-site investigations by performing soil borings, Standard Penetration tests, Cone Penetration tests and rock coring. Use of specialized test equipment will be required. Also includes the field classification of materials and acquisition of soil and rock samples.

Work Type 9.2 – Geotechnical Classification Lab Testing: This type of work includes conducting tests on soil and rock according to FDOT approved specifications for the purpose of classifying materials. The methodology involved will include testing moisture content, grain size, Atterberg limits, compaction and Limerock Bearing Ratios (LBR).

1.3. General Scope of Services.

1.3.1 PURPOSE: The purpose of this general scope of services is to describe the services and responsibilities of the Consultant and the County in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for projects initiated under the FDOT LAP program in Okaloosa County.

The general objective is for the Consultant to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical

documents in accordance with County and FDOT policy, procedures and requirements. These Contract documents will be used by the contractor to build the project and will be used by the County or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The Consultant shall ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

1.3.2 SCOPE: The Consultant shall be responsible for providing services as defined in this Scope of Services. The Consultant shall provide Engineering and Design Related Services for the projects and Task Work Orders assigned.

Roadway Analysis: The Consultant shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Typical Section Package — The Consultant shall provide an approved Typical Section Package prior to the Phase I plans submittal date.

Pavement Design Package — The Consultant shall provide an approved Pavement Design Package in accordance with applicable FDOT pavement design manuals prior to the Phase II plans submittal date.

Horizontal/Vertical Master Design Files — The Consultant shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

Access Management — The Consultant shall incorporate access management standards for each project in coordination with County staff. The Consultant shall review adopted access management standards and the existing access conditions (interchange spacing, signalized intersection spacing, median opening spacing, and connection spacing). Median openings that will be closed, relocated, or substantially altered shall be shown on plan sheets and submitted with supporting documentation for review with the Phase I plans submittal.

The County shall provide access management classification information and information derived from PD&E studies and public hearings to be used by the Consultant.

Cross Section Design Files — The Consultant shall establish and develop cross section design files in accordance with standard engineering practices.

Traffic Control Analysis — The Consultant shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The Consultant shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the County. Before proceeding with the Traffic Control Plan, the Consultant shall meet with the appropriate County personnel. The purpose of this meeting is to provide information to the Consultant that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The Consultant shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the Consultant shall notify the County's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the County. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. Consultant shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

Master TCP Design Files — The Consultant shall develop master Traffic Control Plan (TCP) files (for Level II and Level III only) showing each phase of the Traffic Control Plan.

Design Variations and Exceptions — The Consultant shall prepare the documentation necessary to gain County approval of all appropriate Design Variations and/or Design Exceptions before the Phase 1 submittal.

Design Report — The Consultant shall prepare all applicable report(s) as listed in the section below.

The Consultant shall submit to the County design notes, data, and calculations to document the design conclusions reached during the development of the contract plans. The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be in a hardback folder for submittal to the County.

Quantities — The Consultant shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

Roadway Plans: The Consultant shall prepare Roadway, Drainage, Traffic Control, Utility Adjustment plan sheets, notes, and details. The plans shall include the sheets necessary to convey the intent and scope of the project for the purposes of construction.

Drainage Analysis — The Consultant shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design practices.

The Consultant shall be responsible for designing a drainage and stormwater management system. All engineering analyses and design work shall comply with the requirements of the appropriate regulatory agencies and the County's Drainage Manual.

The Consultant shall coordinate fully with the appropriate permitting agencies and the County's staff. All activities and submittals should be coordinated through the County's Project Manager.

Utilities Coordination — The Consultant shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the County's construction project are addressed. The Consultant shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

The Consultant is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The Consultant should coordinate with County personnel to coordinate transmittals to Utility Companies and meet production schedules.

Environmental Permits, Compliances, and Clearances — The Consultant shall notify the County Project Manager, Environmental Permit Coordinator and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a County representative to attend. The Consultant shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings.

The Consultant shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

Preparation of detail sheets for potential environmental issues such as, underground fuel tanks and monitoring wells, septic tanks within the proposed right of way. All piping and pumps in association with the above referenced issues shall also be located and identified by the survey. The Consultant shall relay to the County any findings of contaminated soil, monitoring wells, or any features (particularly springs or sinks) relating to contamination or hazardous material.

Signing and Pavement Markings — The Consultant shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The Consultant shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design practices.

Traffic Data Analysis — The Consultant shall review the approved preliminary engineering report (if applicable), typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings. Perform queue analysis (if required).

Survey: The Consultant shall perform survey tasks in accordance with all applicable statutes (Florida Statutes, Chapter 472), manuals, guidelines, standards, handbooks, procedures, and current design practices.

The Consultant shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the County. Field books submitted to the County must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The County may not accept field survey radial locations of section

corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The County may instead require that these points be surveyed by true line, traverse or parallel offset.

Horizontal Project Control (HPC) — Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the County Surveyor; may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

Vertical Project Control (VPC) — Establish or recover VPC, for the purpose of establishing vertical control on datum approved by the County Surveyor; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

Alignment and/or Existing Right of Way (R/W) Lines — Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per County R/W Maps, platted or dedicated rights of way.

Reference Points — Reference Horizontal Project Network Control (HPNC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

Topography/Digital Terrain Model (DTM) (3D) — Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

Planimetric (2D) — Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

Roadway Cross Sections/Profiles — Perform cross sections or profiles. May include analysis and processing of all field-collected data for comparison with DTM.

Underground Utilities — Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

Outfall Survey — Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of a DTM. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

Drainage Survey — Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

Geotechnical Support — Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

Sectional/Grant Survey — Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

Maintained R/W — Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities, if needed. Also includes field edits, analysis and processing of all field collected data, preparation of reports.

Boundary Survey — Perform boundary survey as defined by County standards. Includes analysis and processing of all field-collected data, preparation of reports.

Right of Way Staking, Parcel / Right of Way Line — Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

Right of Way Monumentation — Set R/W monumentation as depicted on final R/W maps for corridor and water retention areas.

Field Review — Perform verification of the field conditions as related to the collected survey data.

Coordination — Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the County Surveyor.

Geotechnical: The Consultant shall be responsible for a complete geotechnical investigation (if required). All work performed by the Consultant shall be in accordance with County standards, or as otherwise directed by the County Engineer. The County Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the Consultant.

Before beginning each phase of investigation and after the Notice to Proceed is given, the Consultant shall submit an investigation plan for approval and meet with the County Engineer or representative to review the project scope and County requirements. The investigation plan shall include, but not be limited to, proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The Consultant shall notify the County in adequate time to schedule a representative to attend all related meetings and field activities.

Consultant shall be responsible for coordination of all geotechnical related field work activities. The Consultant shall retain all samples until acceptance of Phase IV plans. Core samples shall be retained as directed in writing by the County Engineer.

Obtain pavement cores as directed in writing by the County Engineer — If required by the County Engineer, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results

provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by the County Engineer.

Consultant shall perform specialized field-testing as required by project needs and as directed in writing by the County Engineer — All laboratory testing and classification will be performed in accordance with applicable County standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

Develop Detailed Boring Location Plan — Develop a detailed boring location plan. Meet with the County Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the Consultant shall submit a methodology(s) for plugging the borehole to the County for approval prior to commencing.

1.4. Terms of Agreement.

- 1.4.1** This Agreement will become effective upon completion of signatures by both parties and will be in effect for a period of five (5) years from the date of execution. When this Agreement expires, it will be automatically extended for any individual executed Task Orders until the scope of work is completed and final invoice is paid. Regarding the previous contract (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous contract.
- 1.4.2** This Agreement is limited to a total cumulative contract amount of \$1,500,000 per Florida Department of Transportation (FDOT) and Federal requirements.

SECTION 2. ADDITIONAL SERVICES

2.1. Written Authorization. Additional services may be required in carrying out the work in each Task Order. These Additional Services will be undertaken only upon written amendment to a Task Order and upon authorization by CLIENT.

SECTION 3. OBLIGATIONS OF CLIENT

3.1. CLIENT Responsibilities. It is agreed that certain obligations shall be performed or furnished by CLIENT. These obligations include:

- 3.1.1.** Designating a representative who shall have authority to transmit instructions, receive information and enunciate CLIENT's policies and decisions; CLIENT's representative shall be identified in each Task Order.
- 3.1.2.** Arranging for and holding promptly any required meetings.
- 3.1.3.** Providing access to and obtaining permission for the CONSULTANT to enter upon public and/or private lands as required for CONSULTANT to perform surveys, observations, or other necessary functions. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.
- 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 CLIENT.
- 3.1.5.** Responding 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 CLIENT becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this Agreement.

3.2. Contractor Indemnification and Claims.

3.2.1. CLIENT agrees to include the provisions of Section 11.17 of this Agreement in all construction contracts with contractors.

3.2.2. CLIENT agrees to include provisions providing contractor indemnification of CLIENT and CONSULTANT for other contractor's negligence.

3.2.3. CLIENT shall require construction contractor(s) to name CLIENT and CONSULTANT as additional insureds on the contractor's general liability insurance policy.

3.2.4. CLIENT agrees to include the following clause in all contracts with equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against CONSULTANT, CONSULTANT's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the CONSULTANT services performed. CLIENT will be the only beneficiary of any undertaking by CONSULTANT."

3.2.5. Changes. CLIENT may make or approve changes within the scope of Services under a Task Order. If such changes affect CONSULTANT's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment to the affected Task Order.

SECTION 4. TIME SCHEDULE

4.1. Authorization. Unless otherwise directed by CLIENT, the CONSULTANT shall commence the performance of the Basic Services upon execution of a Task Order by both parties which shall constitute Authorization to Proceed.

4.2. Additional Services. Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to a Task Order by CLIENT and shall be completed in accordance with a schedule set forth in the authorization.

SECTION 5. AMOUNT AND METHOD OF PAYMENT

5.1. Method of Payment. For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with the Task Order. CONSULTANT will submit invoices for each Task Order or Task Directive to CLIENT each month covering services completed to date and for those deliverables being completed and submitted. In addition invoice shall include as applicable, materials and equipment delivered and stored on-site or off-site. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. Within 20 days of receipt of the invoice, CLIENT shall give detailed, written notice of any sums which it may reasonably dispute or contest in accordance with the provisions of 218.70 F.S. The undisputed portion of the invoice shall be paid in a timely manner. CONSULTANT shall submit corrected payment invoice and will receive payment or rejection notice within 10 days of receipt of adjusted invoice. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the CLIENT. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the CLIENT. This invoice shall close

this Task Order to future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the CLIENT for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required by the respective Task Order.

5.2. Compensation. The compensation for Services 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 five-year term.

5.2.1. Direct Expenses are those necessary costs and charges incurred for the Project as described in the Task Order and further explained in Exhibit A. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance in the specific Task Order. Any and all direct expenses requested by the CONSULTANT shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent modification of this contract.

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

5.3. Payment by CLIENT. CLIENT will process payment to the CONSULTANT within 25 days after receipt of CONSULTANT's invoice in accordance with the requirements of the Prompt Payment provision under 218.70 F.S.

5.4. Delay in Payment. If CLIENT fails to pay CONSULTANT for any undisputed billing within 25 calendar days after receipt of any invoice, CONSULTANT will be entitled to compensation per the requirements of the Prompt Payment provision under 218.735 (9) F.S.

SECTION 6. CHANGES

6.1. Written Authorization. CLIENT may, at any time, by written fully executed amendment to a Task Order, make changes in the services or work to be performed within the general scope of this Agreement, including alterations, reductions, therein or additions thereto.

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

SECTION 7. DISPUTES

7.1. Dispute Resolution. If a dispute or complaint [Dispute] arises concerning this Agreement, CONSULTANT and CLIENT will use their best efforts to negotiate a resolution of the Dispute, including the use of alternative dispute resolution options.

SECTION 8. DELAY OR SUSPENSION OF WORK

8.1. Convenience of CLIENT. CLIENT may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services under any Task Order for such period of time as CLIENT may determine to be appropriate for the convenience of CLIENT.

8.2. 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 CLIENT, an appropriate extension of time and compensation for the affected Task Order shall be made, and the Task Order modified in writing accordingly. In the event CONSULTANT is delayed in performance of Services by any act or neglect of CLIENT, the CLIENT, or anyone for whom CLIENT is responsible or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT, then CONSULTANT's compensation and the work schedule for the affected Task Order shall be equitably adjusted in writing. In the event delays to the Task Order work is encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

SECTION 9. TERMINATION OF AGREEMENT

9.1. Written Notice. This Agreement may be terminated for convenience with 30 calendar days' written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter.

9.2. Adjustment for Services Performed. In the event that this Agreement is terminated by either CLIENT or the CONSULTANT, 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 each Task Order, unless otherwise agreed.

SECTION 10. INSURANCE

10.1. 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 CLIENT in a form acceptable to CLIENT. 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.

10.2. Additional Insured. The CONSULTANT's policies or certificates for general and motor vehicle liability insurance shall name the CLIENT as an Additional Insured.

10.3. Certificate of Insurance. All policies or certificates therefore, shall provide that 30 days prior to cancellation or material change in the policies, notice of same shall be given to CLIENT by certified mail, return receipt requested, for all policies so affected.

10.4. Minimum Coverage. The minimum required coverage is the following:

10.4.1. 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.

10.4.2. General Liability. Comprehensive general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability as set forth below, issued to and covering the liability of the

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

10.4.3. 10.4.3 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

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

SECTION 11. GENERAL PROVISIONS

- 11.1. Indemnification.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the CLIENT, 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 under Task Orders issued hereunder.
- 11.2. Successors.** This Agreement is binding on the successors and assigns of CLIENT and CONSULTANT. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both CLIENT and CONSULTANT.
- 11.3. Independent Contractor.** CONSULTANT represents that it is an independent contractor and is not an employee of CLIENT and CONSULTANT shall be solely responsible for withholding of all taxes, social security and insurance payments for its employees or agents.
- 11.4. Interpretation.** Interpretation and enforcement of this Agreement shall be in accordance with the laws of the State of Florida.
- 11.5. 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 at the address given on the last page of this Agreement. An address may only be changed by written notice.
- 11.6. Entire Agreement.** This Agreement, including any Task Orders, schedules, attachments and referenced documents, is the entire agreement between CLIENT 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 signed by CLIENT and CONSULTANT.
- 11.7. 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.

11.8. Covenants.

11.8.1. 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 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 and equipment required to perform the services required by Task Orders to this Agreement, unless modified by the Task Order. Such personnel shall not be employees of, or have a contractual relationship with the CLIENT. 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 the Task Order and this Agreement.

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

11.9. Lower-Tier Subcontracts. CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this Agreement or any Task Order(s) without the prior written consent of CLIENT, which consent may be withheld at CLIENT'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 CLIENT, nor shall CLIENT have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.

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

11.10.1. 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; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) CLIENT 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 CLIENT, 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 CLIENT, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

11.11. Conflict of Interest. Upon receipt of each Task Order and its understanding of the Project, the CONSULTANT shall determine if a conflict of interest exists. Accordingly, CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this Agreement and any authorized Task Orders. A conflict of interest is defined to be any interest which in CLIENT's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.

11.12. E-Verify. 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 CONSULTANT 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.

The CONSULTANT is 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.

The CONSULTANT shall submit the attached Federal E-Verify Compliance Certification.

11.13. Public Entity Crime Information. Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

11.14. Drug Free Workplace Certification. The CONSULTANT shall submit the attached Drug-Free Workplace Certification.

11.15. Public Records Compliance. The CONSULTANT shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONSULTANT: (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.

11.16. General CONSULTANT Obligations. In addition to the specific scope(s) of service required under each authorized Task Order, CONSULTANT shall be responsible for the following:

11.16.1. CONSULTANT shall designate in writing a person to act as CONSULTANT's representative with respect to the services to be rendered under this Agreement and each Task Order. Such person shall have complete authority to receive instructions and information from CLIENT and interpret and define CONSULTANT's policies, specifications, and reports.

11.16.2. 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 under a Task Order; or (2) the minimum period specified by the Florida Department of State. Access by FHWA and the OIG for any contracts funded with federal funds is included. This record retention period may, upon notice to the CONSULTANT by CLIENT, be automatically extended during the course of any administrative or judicial action involving the CLIENT regarding matters to which the records are relevant.

11.17. No Third Party Beneficiary Rights. Nothing in this Agreement shall be interpreted or construed to give any rights or benefits to anyone other than the CONSULTANT, and CLIENT. Therefore, there are no third party beneficiaries of this Agreement.

11.18. 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: (a) an individual Task Order subject to the conflict, (b) this Agreement, and (c) the Contract's terms and provisions.

11.19. Publicity. CONSULTANT shall not disclose the CLIENT's name or the nature of its services being provided under any Task Order, or engage in any other publicity or public media disclosures with respect to its services to be performed under this Agreement or under any Task Order without the prior written consent of CLIENT.

11.20. Performance Evaluation. At the end of the contract period, the CLIENT will evaluate the CONSULTANT'S performance. This evaluation will become public record.

11.21. Representatives.

11.21.1. The authorized representatives of the CLIENT shall be:

Name:	Jason Autrey, P.E.
Title:	Public Works Director
Company:	Okaloosa County Public Works
Address:	1759 S. Ferdon Blvd. Crestview, FL 32536
Telephone:	(850) 689-5772
Facsimile:	(850) 689-5715
E-Mail:	jautrey@co.okaloosa.fl.us

11.21.2. The authorized representative for CONSULTANT shall be:

Name:	Ben C. Faust, P.E.
Title:	Vice President
Company:	DRMP, Inc.
Address:	700 South Palafox Street Suite 160 Pensacola, FL 32502
Telephone:	(850) 469-9077
Facsimile:	(850) 469-9073
E-Mail:	bfaust@drmp.com

11.22. CONSULTANT'S Personnel at Construction Site.

11.22.1. In the event the presence or duties of CONSULTANT's personnel is necessary pursuant to a Task Order at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to 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.

11.22.2. 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.

11.22.3. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT 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 12. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

12.1. This Agreement is subject to the following special provisions:

12.1.1. 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. CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor if CLIENT requires greater assurance as to any element of cost, feasibility, or schedule.

12.1.2. Advertisements, Permits, and Access. Unless otherwise agreed to in the Task Order , CLIENT 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.

12.1.3. 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 CLIENT's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

12.1.4. 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 CLIENT. All such services required or requested of CONSULTANT by CLIENT, except for suits or claims between the parties to this Agreement, or where both are parties to a suit or claim, will be reimbursed as mutually agreed, and payment for such services will be in accordance with a separate Task Order. That, CLIENT will pay CONSULTANT for labor and expenses incurred in satisfying the requirements and assisting in any audit required by CLIENT, the United States Environmental Protection Agency, and Comptroller General, the United States Department of Labor, the State Regulatory Agency or any of their duly authorized representatives unless the necessity of the audit is caused by CONSULTANT's negligence. The basis of payment will be defined as a Task Order to this Agreement.

SECTION 13. ATTACHMENTS, SCHEDULES, AND SIGNATURES

13.1. This Agreement, including its attachments and schedules, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. Attachments included are:

13.1.1. Exhibit A – Hourly Rate Schedule for Professional Consulting Engineering Services to Okaloosa County Board of County Commissioners.

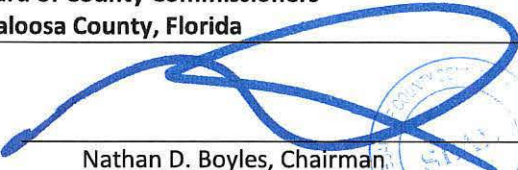
13.1.2. Appendix I – Federal Requirements, Forms & Certifications for Local Agency Contracts.


13.1.3. Execution Authority. This Agreement is a valid and authorized undertaking of CLIENT and CONSULTANT. The representatives of CLIENT and CONSULTANT who have signed below have been authorized to do so.

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

CLIENT
Board of County Commissioners
Okaloosa County, Florida

CONSULTANT
DRMP, Inc.

By: 
Nathan D. Boyles, Chairman
Board of County Commissioners

By: 
Ben C. Faust, P.E.
Vice President

Title: _____

Title: Vice-President

Witness: 

Witness: 

Address for Giving Notice:
1250 N. Eglin Parkway
Shalimar, FL 32579

700 South Palafox Street, Suite 160
Pensacola, FL 32502

***** END *****

[Handwritten signature]

[Faint handwritten text]

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, CONSULTANT hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CLIENT upon request.

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

DATE: 10/12/15

SIGNATURE: Ben C Faust

COMPANY: DRMP, Inc.

NAME: BEN C. FAUST

ADDRESS: 700 S. Palafox St. #160
Pensacola, FL 32502

TITLE: Vice-President

E-MAIL: bfaust@drmp.com

PHONE NO.: 850 258-4520

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE:

10/12/15

SIGNATURE:

Ben C. Faust

COMPANY:

DRMP, Inc.

NAME:

BEN C. FAUST

(Typed or Printed)

ADDRESS:

700 S. Palmetto St.

TITLE:

Vice - President

#160

E-MAIL:

bfaust@drmp.com

Pensacola, FL 32502

PHONE NO.:

850 258-4520

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, DRMP, 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.

Ben C. Faust

Signature of Contractor's Authorized Official

BEN C. FAUST, VP

Name and Title of Contractor's Authorized Official

10/12/15

Date

PROHIBITION AGAINST CONTINGENT FEES

The below respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the respondent, any fee, commission or percentage gift or other consideration contingent upon resulting from award or making this agreement.

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

DATE: 10/12/15

SIGNATURE: Ben CVT

COMPANY: DRMP Inc

NAME: BRN FAUST

ADDRESS: 700 S. Palafox st. #160
Pensacola, FL 32502

TITLE: Vice-President

PHONE NO.: 850 258-4520

E-MAIL: bfaust@drmp.com

EXHIBIT "A"

DRMP, Inc. CONTRACT RATES (2015 – 2020)

Classification	Hourly Rates
Project Principal	\$225.00
Senior Project Manager I	\$135.00
Engineer VII (PE)	\$120.00
Engineer V (PE)	\$100.00
Engineer III	\$85.00
Engineer I	\$70.00
Designer II	\$80.00
Engineering Technician II	\$55.00
Planner I	\$75.00
GIS Technician	\$55.00
GIS Analyst	\$80.00
Administrative Support II	\$60.00
2-Man Survey Crew	\$130.00
3-Man Survey Crew	\$145.00
Professional Surveyor & Mapper III	\$125.00
Survey Technician II	\$70.00

EXHIBIT "B"

TASK ORDER APPROVAL FORM

CONTRACT #: _____ TASK ORDER #: _____

TASK ORDER AMOUNT: \$ _____

OFFERED BY CONSULTANT:

FIRM'S NAME

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

TITLE

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

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

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

SIGNATURE

PURCHASING DIRECTOR

TITLE

DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

**FEDERAL REQUIREMENTS,
FORMS & CERTIFICATIONS
FOR LOCAL AGENCY
CONTRACTS**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

DRMP, Inc

Name of Consultant

By: Ben CRT

10/12/15
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL
AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

375-030-32
PROCUREMENT
10/01

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By Ben C 27
Authorized Signature

Date: 10/12/15

Title: Vice-President

Instructions for Certification

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal 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 influencing or attempting to influence an officer or employee of any federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: DRMP, Inc.
By: BEN FAUST Date: 10/12/15
Authorized Signature: Ben Faust
Title: Vice-President.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84
PROGRAM MANAGEMENT
04/15
Page 1 of 3

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX II):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. **Compliance with Regulations:** The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation or Provisions:** The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** 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); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); 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, 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 C.F.R. 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).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENTS ACKNOWLEDGEMENT

RFQ TITLE:

Local Agency Program (LAP) Continuing Services
Contract for Engineering & Design Services

RFQ NUMBER:

RFQ PW 40-15

LAST DAY FOR QUESTIONS:

May 8, 2015 4:00 P.M. CT

RFQ OPENING DATE & TIME:

May 18, 2015 4:00 P.M. CT

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

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

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

COMPANY NAME DRMP, Inc.

MAILING ADDRESS 700 South Palafox Street, Suite 160

CITY, STATE, ZIP Pensacola, FL 32502

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-1791174

TELEPHONE NUMBER: 850.469.9077 EXT: _____ FAX: 850.469.9073

EMAIL: bfaust@drmp.com

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

AUTHORIZED SIGNATURE: *Ben C Faust* TYPED OR PRINTED NAME Ben C. Faust, PE

TITLE: Vice President DATE May 18, 2015

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____


NO x _____

NAME(S)

POSITION(S)

FIRM NAME: DRMP, Inc.

BY (PRINTED): Ben C. Faust, PE

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: 700 South Palafox Street, Suite 160
Pensacola, FL 32502

PHONE NO. 850.469.9077

E-MAIL bfaust@drmp.com

DATE May 18, 2015

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 when the procurement document is received by the Respondent and terminates when the Board of County Commissioners approves an award.

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

Any information thought to affect the committee or staff recommendation submitted after documents 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.

I Ben C YF representing DRMP, Inc.
Signature Company Name

On this 13 day of May, 2015 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

DRMP, Inc.

Respondent's Company Name

700 South Palafox Street, Suite 160

Pensacola, FL 32502

Physical Address

700 South Palafox Street, Suite 160

Pensacola, FL 32502

Mailing Address

850.469.9077

Phone Number

850.791.3319 (S. Scott Early, PE, Project
Manager)

Cellular Number

May 18, 2015

Date



Authorized Signature – Manual

Ben C. Faust, PE

Authorized Signature – Typed

Vice President

Title

850.469.9073

FAX Number

850.791.3319 (S. Scott Early, PE, Project
Manager)

After-Hours Number(s)

COMPANY DATA

Respondent's Company Name: DRMP, Inc.

Physical Address & Phone #:

700 South Palafox Street, Suite 160

Pensacola, FL 32502

Contact Person (Typed-Printed): Ben C. Faust, PE, Vice President

Phone #: 850.469.9077

Cell #: 850.791.3319 (S. Scott Early, PE, Project Manager)

Federal ID or SS #: 59-1791174

Respondent's License #: LB2648

Fax #: 850.469.9073

Emergency #'s After Hours,
Weekends & Holidays: 850.791.3319 (S. Scott Early, PE, Project Manager)

ADDENDUM ACKNOWLEDGEMENT

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

<u>ADDENDUM NO.</u>	<u>DATE</u>
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Addendum No. 1: Questions for RFQ PW 40-15	May 12, 2015

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.