

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/20/2021

Contract/Lease Control #: C19-2747-PW

Procurement#: ITB PW 51-18

Contract/Lease Type: CONTRACT

Award To/Lessee: MOTT MACDONALD FLORIDA, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2018

Expiration Date: 09/30/2023

Description of Contract/Lease: GENERAL ENGINEERING SERVICES FOR PW

Department: PUBLIC WORKS

Department Monitor: AUTREY

Monitor's Telephone #: 850-609-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: C19-2747-PW Tracking Number: e-4359-21

Procurement/Contractor/Lessee Name: Matt Macdonald Grant Funded: YES NO

Purpose: amendment/renewal

Date/Term: 9-30-2023 1. GREATER THAN \$100,000

Department #: varies 2. GREATER THAN \$50,000

Account #: _____ 3. \$50,000 OR LESS

Amount: by fast order

Department: PW Dept. Monitor Name: Andy

Purchasing Review

Procurement or Contract/Lease requirements are met: Wanda Mae Date: 7-30-21

Purchasing Manager or designee: _____ Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: see email attached Grant Name: _____

Grants Coordinator: _____ Date: _____

Risk Management Review

Approved as written: see email attached Date: 7-30-21

Risk Manager or designee: _____ Lisa Price

County Attorney Review

Approved as written: see email attached Date: 7-30-21

County Attorney: _____ Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Jane Evans
Sent: Thursday, July 15, 2021 8:39 AM
To: DeRita Mason; Suzanne Ulloa
Cc: Kerry Parsons; Roy Petrey
Subject: RE: Renewal

Based on legal approval of including these provisions in the Amendment, it is approved for grant purposes. Per my discussion with Roy, this contract is not directly related to a Triumph project which would require pre-approval.

Thank you for your work on this update.

Jane Evans
Grants and RESTORE Manager
Office of Management and Budget
1250 North Eglin Parkway
Suite 102
Shalimar, FL 32579
Phone: 850-651-7521
Fax: 850-651-7551
Internal Courier: CAO-S/Grants
Email: jevans@myokaloosa.com



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

From: DeRita Mason
Sent: Thursday, July 15, 2021 6:39 AM
To: Suzanne Ulloa <sulloa@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Roy Petrey <rpetrey@myokaloosa.com>; Jane Evans <jevans@myokaloosa.com>
Subject: RE: Renewal

Good morning all,
Please review and approve the attached. Once this one is approved, I will send over the other renewals for review.
Thank you,

DeRita Mason

DeRita Mason

From: Lisa Price
Sent: Friday, July 30, 2021 9:47 AM
To: DeRita Mason
Subject: RE: Renewals

You don't have to send back. I approve with the changes. No reason to double work, you have enough to do!

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL 32536
(850) 689-5979
lprice@myokaloosa.com



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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, July 30, 2021 9:44 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: RE: Renewals

DeRita Mason

From: Kerry Parsons
Sent: Friday, July 30, 2021 10:29 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: Re: Renewals

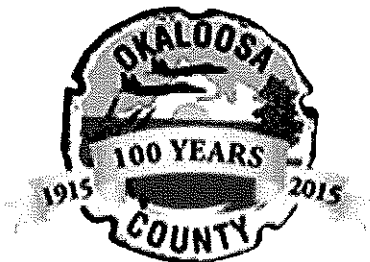
These renewals are approved for legal purposes.

Kerry A. Parsons
Chief Assistant County Attorney
Okaloosa County, Florida

From: DeRita Mason
Sent: Friday, July 30, 2021 7:40:14 AM
To: Kerry Parsons
Cc: Lynn Hoshihara; Lisa Price
Subject: Renewals

Good morning,
Please review and approve the attached.
Kerry-you approved the HDR amendment just like this yesterday.
Thank you,

DeRita Mason



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

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**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
MOTT MACDONALD FLORIDA, LLC
CONTRACT NO. C19-2747-PW**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Mott MacDonald Florida, LLC., executed this 7th day of September, 2021, is made a part of the original Agreement dated November 6, 2018, Contract No. C19-2747-PW (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional two (2) years term in accordance with Section 1.3 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence October 1, 2021 and shall terminate no later than September 30, 2023. This is the final renewal on the contract.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section 7 and Exhibit "A" of the original Agreement ("Compensation") and/or any amendments thereto; or

4. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "A". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.



5. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

6. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
 - a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "B".

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

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

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

 - e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract



sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

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

7. **ADDITIONAL FEDERAL CLAUSES.** The County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "C" attached hereto.
8. **UPDATED INSURANCE REQUIREMENTS.** the parties wish to amend the contract to add new and updated general services insurance requirements attached hereto as Exhibit "D"; and
9. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated November 6, 2018 and any amendments thereto, shall remain in full force and effect.
10. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

MOTT MACDONALD FLORIDA, LLC:

David Skipper
Signature

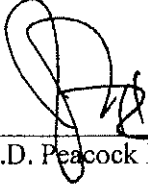
Digitally signed by David Skipper
DN: cn=David Skipper, o=US, postalCode=90401, email=David.Skipper@mottmac.com
Reason: I am approving this document
Date: 2021.09.06 08:22:14 -0500

BY: _____

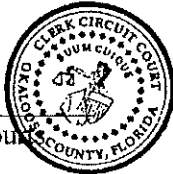
David D Skipper, PE
Print Name

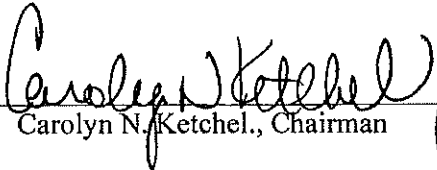
ATTEST:

OKALOOSA COUNTY, FLORIDA



J.D. Peacock II, Clerk of Court



BY: 

Carolyn N. Ketchel., Chairman



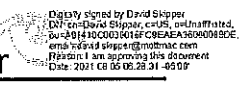


**ATTACHMENT "A"
Scrutinized Companies Certificate**

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: August 5 2021 SIGNATURE: David Skipper 
COMPANY: Mott MacDonald Florida, LLC NAME: David D Skipper, PE
ADDRESS: 220 West Garden Street (Typed or Printed)
Suite 700 TITLE: Senior Vice President
E-MAIL: David.skipper@mottmac.com
PHONE NO.: 850 484 6011



ATTACHEMENT "B" Civil Rights Clauses

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).



ATTACHEMENT "C"
Additional Federal Clauses

AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The U.S. Department of Justice has issued revised regulations implementing Title II of the Americans with Disabilities Act (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

STANDARD PATENT RIGHTS PURSUANT TO FEDERAL FUNDING

If this Agreement is for the performance of experimental, developmental, or research work that is funded in whole or in part by the Federal Government, then the following provisions shall apply:

Rights to Inventions Made Under a Contract or Agreement: Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract. The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for County purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, as authorized under 2 C.F.R. Appendix II to Part 200(F):

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



DOMESTIC PREFERENCE FOR PROCUREMENTS

The contractor, in accordance with 2CFR 200.322, (a) As appropriate and to the extent consistent with law, should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means that all manufacturing processes, from the initial production through the application of coatings, occurred in the United States.

NEVER CONTRACT WITH THE ENEMY

The contractor agrees, in accordance with 2 CFR 200.215 to never contract with the enemy, and ensure that all subcontractors comply with and all subcontracts contain this requirement. Understanding that they are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000



EXHIBIT "D"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

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



WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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



- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

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

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's



knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.



7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11-09-2018

Contract/Lease Control #: C19-2747-PW

Procurement#: RFQ PW 51-18

Contract/Lease Type: CONTRACT

Award To/Lessee: MOTT MACDONALD FLORIDA, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2018

Expiration Date: 09/30/2021 with ONE 2 YR RENEWAL

Description of Contract/Lease: GENERAL ENGINEERING SERVICES FOR PW

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 10

TASK ORDER AMOUNT: \$30,985

CONTRACT#: C19-2747-PW
MOTT MACDONALD FLORIDA, LLC
GENERAL ENGINEERING SERVICES FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

OFFERED BY CONSULTANT:

Mott MacDonald Florida, LLC

FIRM'S NAME

David D. Skipper, PE

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Senior Vice President

TITLE

August 23, 2021

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**



SIGNATURE

Public Works Director

TITLE

8/24/21

DATE

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

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

Jeffrey A Hyde

Digitally signed by Jeffrey A Hyde
Date: 2021.08.25 10:24:18 -05'00'

PURCHASING MANAGER

DATE

Faye Douglas

Digitally signed by Faye Douglas
Date: 2021.08.25 10:31:02 -05'00'

OMB Director

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE



Mr. Scott Bitterman
County Engineer
Okaloosa County Public Works
1759 S. Ferdon Boulevard
Crestview, FL 32536

Your Reference
C14-2080-PW

Our Reference
366295

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

RE: Additional Services for 6th Street Project for Drainage Replacement

August 23, 2021

Dear Mr. Bitterman:

Mott MacDonald is pleased to provide additional services for drainage replacement of the 3rd Avenue stormdrain system from 6th Street to 7th Street in Shalimar, Florida. The existing drainage pipes have deteriorated beyond repair and need to be replaced. The existing structures and pipes will be replaced with the same or similar size inlets and pipes. Mott MacDonald will not evaluate the existing or replacement drainage system. Mott MacDonald will prepare construction documentation, utility coordination, and construction Administration. The Scope of Work will be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County.

Scope of Services

Task 1 – Construction Documentation

Mott MacDonald will develop construction documentation for the replacement of the existing drainage structures and storm pipe along 3rd Avenue. The construction plans will consist of a plan-profile sheet depicting the existing and proposed drainage. Mott MacDonald will provide an opinion of probable cost to the County.

Task 2 – Utility Coordination

Mott MacDonald will coordinate with utility service providers on the drainage replacements. Mott MacDonald will submit construction documents to the utility owners and discuss utility potential conflicts. Mott MacDonald will adjust drainage design, where feasible to avoid or minimize utility impacts.



Task 3 – Construction Administration

Mott MacDonald will conduct site inspections five times a week to observe construction activities based on a four-week construction schedule. Our Staff will observe construction to document that procedures and materials generally conform to plans and specifications, prepare a site inspection report, and review pay request.

Summary

In summary, our not to exceed fee amount is **\$30,985**. We look forward to working with you on this project.

Sincerely,

Mott MacDonald

A handwritten signature in black ink, appearing to read 'Kevin M. Morgan'.

Kevin M. Morgan, PE
Senior Project Manager

A handwritten signature in black ink, appearing to read 'David D. Skipper'.

David D. Skipper, PE
Vice President

**Recommended for Approval:
Department Director**

A handwritten signature in black ink, appearing to read 'Jason Autrey'.

Jason Autrey, PE
Public Works Director

Project Name: 3rd Avenue Drainage Replacement
 Client: Okaloosa County
 Prepared By: K. Morgan / J. Vaughn
 Date: August 23, 2021

| Okaloosa County - 3rd Avenue Drainage Replacement | | Projected Staff-hours | | | | | | Direct Cost Expenses | Line Item Sub-Total |
|---|---|------------------------|---------------------|-----------------|--------------------------------|------------------|-----------------------|----------------------|---------------------|
| | | Principal PM/ Engineer | Senior PM/ Engineer | Project Manager | Designer IV / Contract Support | Senior Inspector | 2 Person Survey Crew | | |
| Task | Description | \$200.00 | \$185.00 | \$140.00 | \$114.00 | \$93.00 | \$135.00 | | |
| 1 | Construction Documentation | | | | | | | | |
| | Construction Plans | | 16 | | 16 | | | \$4,784.00 | |
| | Opinion of Probable Cost | | 8 | | | | | \$1,480.00 | |
| | | | | | | | Task Sub-Total | \$6,264.00 | |
| 2 | Utility Coordination | | | | | | | | |
| | Utility Coordination and Design Modifications and updates | | 10 | | 4 | | | \$2,306.00 | |
| | | | | | | | Task Sub-Total | \$2,306.00 | |
| 3 | Construction Administration | | | | | | | | |
| | Shop Drawing Reviews | | 4 | | | | | \$740.00 | |
| | Construction Inspection | | 8 | 32 | | 165 | | \$21,305.00 | |
| | As-built Certification | | 1 | | | | | \$185.00 | |
| | Construction Close-out | | 1 | | | | | \$185.00 | |
| | | | | | | | Task Sub-Total | \$22,415.00 | |
| | | | | | | | Project Total | \$30,985.00 | |

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 9-Revised

TASK ORDER AMOUNT: \$228,085

CONTRACT#: C19-2747-PW
MOTT MACDONALD FLORIDA, LLC
GENERAL ENGINEERING SVS FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

OFFERED BY CONSULTANT:

Moti MacDonald Florida, LLC

FIRM'S NAME

David D. Skipper, PE

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

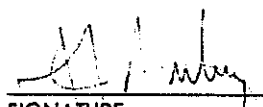
Senior Vice President

TITLE

December 29, 2020

DATE

RECOMMENDED FOR APPROVAL
(Department Director)



SIGNATURE

Public Works Director

TITLE



DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

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

Jeffrey A Hyde Digitally signed by Jeffrey A Hyde
Date: 2021.01.05 09:43:31 -06'00'

PURCHASING MANAGER

DATE

Faye Douglas Digitally signed by Faye Douglas
Date: 2021.01.05 15:49:47 -06'00'

OMB Director

DATE



Carolyn N. Ketchel
CHAIRMAN (if applicable)

John Hofstad Digitally signed by John
Hofstad
Date: 2021.01.06 08:08:33
-06'00'

COUNTY ADMINISTRATOR (if applicable)

DATE

JAN 19 2021

DATE





Mr. Scott Bitterman
County Engineer
Okaloosa County Public Works
1750 S. Ferdon Boulevard
Crestview, FL 32536

Your Reference
C14-2080-PW

Our Reference
366295

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

**RE: 6th Street Drainage Improvements Supplemental Services-
Shalimar, FL**

April 24, 2020/ December 29, 2020 (Revised)

Dear Mr. Bitterman:

Mott MacDonald is pleased to provide supplemental services for utility coordination, public involvement exhibits, and construction administration services for the drainage improvements on 6th Street in Shalimar, Florida. The Scope of Work will be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County.

Scope of Services

Task 1 – Utility Coordination

Mott MacDonald will coordinate with utility service providers on the proposed drainage improvements. Mott MacDonald will prepare a utility conflict matrix and meet with utility owners to discuss utility conflicts and evaluate potential modifications to the plans to avoid conflicts. Mott MacDonald will adjust drainage design, where feasible to avoid or minimize utility impacts. Mott MacDonald will update the limits of construction, construction plans, bid tab quantities, and opinion of probable cost.

Deliverables: utility conflict matrix, updated construction plans, revised quantities, and updated opinion of probable cost



Task 2 – Public Involvement Exhibits

Mott MacDonald will conduct a field review to evaluate any site changes, since the original survey. Mott MacDonald will pick up any trees not depicted on the survey over 12 inches. Mott MacDonald will develop and prepare 11" x 17" aerial exhibits denoting the limits of construction, proposed drainage improvements, tree impacts, and identify potential property impacts (fencing, landscaping islands, and carports) in order to assist County Staff in explaining the project to area residents affected by the project.

Deliverables: Field review, aerial exhibits, and Meeting with County Staff

Task 3 – Bidding

Mott MacDonald will provide an electronic bid package for County advertisement; this package will include plans, specifications, a bid tabulation, and a project summary. Mott MacDonald will provide responses to bidder RFI's and attend pre-bid meeting. Mott MacDonald will review bids and provide comments to the County prior to contract award.

Deliverables: Attendance at pre-bid, bid package, address bid questions, provide recommendation of award.

Task 4 – Construction Administration

Mott MacDonald will conduct site inspections ~~three~~ **five** times a week to observe construction activities based on a 36-week construction schedule. Our Staff will observe construction to document that procedures and materials generally conform to plans and specifications, prepare a site inspection report, monitor Contractors schedule, and review pay request. These tasks include attending the pre-construction meeting and one construction meeting each month by the EOR, CEI staff, and the Contractor. MM will produce a substantial completion punch list for the Contractor to achieve Final Completion. Mott MacDonald will review and certify the as-built survey provide by the Contractor and prepare close out documentation.

Deliverables:

- Approve shop drawings
- Provide Construction Inspection ~~3~~ **5** days a week (~~24 hrs.~~ 40 hrs each week)-for 36 weeks.
- Prepare Inspection reports
- Document construction schedule, delays, weather days



- Prepare and conduct Monthly Construction Meetings
- Review quantities and pay applications
- Develop construction punch list
- Review as-builts and close-out documentation

Summary

In summary, our not to exceed fee amount is **\$228,085**. We look forward to working with you on this project.

Sincerely,
Mott MacDonald

Handwritten signature of Kevin M. Morgan in black ink.

Kevin M. Morgan, PE
Senior Project Manager

Handwritten signature of David D. Skipper in black ink.

David D. Skipper, PE
Vice President

**Recommended for Approval:
Department Director**

Handwritten signature of Jason Autray in black ink, written over a horizontal line.

Jason Autray, PE
Public Works Director

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 89

TASK ORDER AMOUNT: \$228,112

CONTRACT#: C19-2747-PW
MOTT MACDONALD FLORIDA, LLC
GENERAL ENGINEERING SVS FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

OFFERED BY CONSULTANT:

Mott MacDonald Florida, LLC
FIRM'S NAME

David D. Skipper, PE
REPRESENTATIVE'S PRINTED NAME


SIGNATURE

Senior Vice President
TITLE

April 24, 2020
DATE

RECOMMENDED FOR APPROVAL (Department Director)


SIGNATURE

Public Works Director
TITLE

5/7/20
DATE


COUNTY ADMINISTRATOR (if applicable)

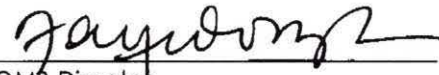
5/12/20
DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)


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


PURCHASING MANAGER

05/11/2020
DATE


OMB Director

05.13.2020
DATE


CHAIRMAN (if applicable)

MAY 26 2020
DATE





Mr. Scott Bitterman
County Engineer
Okaloosa County Public Works
1759 S. Ferdon Boulevard
Crestview, FL 32536

Your Reference
C14-2080-PW

Our Reference
366295

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

**RE: 6th Street Drainage Improvements Supplemental Services-
Shalimar, FL**

April 24, 2020

Dear Mr. Bitterman:

Mott MacDonald is pleased to provide supplemental services for utility coordination, public involvement exhibits, and construction administration services for the drainage improvements on 6th Street in Shalimar, Florida. The Scope of Work will be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County.

Scope of Services

Task 1 – Utility Coordination

Mott MacDonald will coordinate with utility service providers on the proposed drainage improvements. Mott MacDonald will prepare a utility conflict matrix and meet with utility owners to discuss utility conflicts and evaluate potential modifications to the plans to avoid conflicts. Mott MacDonald will adjust drainage design, where feasible to avoid or minimize utility impacts. Mott MacDonald will update the limits of construction, construction plans, bid tab quantities, and opinion of probable cost.

Deliverables: utility conflict matrix, updated construction plans, revised quantities, and updated opinion of probable cost



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Mott MacDonald will conduct a field review to evaluate any site changes, since the original survey. Mott MacDonald will pick up any trees not depicted on the survey over 12 inches. Mott MacDonald will develop and prepare 11" x 17" aerial exhibits denoting the limits of construction, proposed drainage improvements, tree impacts, and identify potential property impacts (fencing, landscaping islands, and carports) in order to assist County Staff in explaining the project to area residents affected by the project.

Deliverables: Field review, aerial exhibits, and Meeting with County Staff

Task 3 – Bidding

Mott MacDonald will provide an electronic bid package for County advertisement; this package will include plans, specifications, a bid tabulation, and a project summary. Mott MacDonald will provide responses to bidder RFI's and attend pre-bid meeting. Mott MacDonald will review bids and provide comments to the County prior to contract award.

Deliverables: Attendance at pre-bid, bid package, address bid questions, provide recommendation of award.

Task 4 – Construction Administration

Mott MacDonald will conduct site inspections three times a week to observe construction activities based on a 36-week construction schedule. Our Staff will observe construction to document that procedures and materials generally conform to plans and specifications, prepare a site inspection report, monitor Contractors schedule, and review pay request. These tasks include attending the pre-construction meeting and one construction meeting each month by the EOR, CEI staff, and the Contractor. MM will produce a substantial completion punch list for the Contractor to achieve Final Completion. Mott MacDonald will review and certify the as-builts survey provide by the Contractor and prepare close out documentation.

Deliverables:

- Approve shop drawings
- Provide Construction Inspection 3 days a week (24 hrs. each week) for 36 weeks.
- Prepare Inspection reports
- Document construction schedule, delays, weather days
- Prepare and conduct Monthly Construction Meetings



- Review quantities and pay applications
- Develop construction punch list
- Review as-builts and close-out documentation

Summary

In summary, our not to exceed fee amount is **\$228,112**. We look forward to working with you on this project.

Sincerely,
Mott MacDonald

A handwritten signature in black ink, appearing to read 'Kevin M. Morgan'.

Kevin M. Morgan, PE
Senior Project Manager

A handwritten signature in black ink, appearing to read 'David D. Skipper'.

David D. Skipper, PE
Vice President

**Recommended for Approval:
Department Director**

A handwritten signature in black ink, appearing to read 'Jason Autrey'.

Jason Autrey, PE
Public Works Director



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: May 26, 2020
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jason Autrey
SUBJECT: 6th Street Stormwater Post-Design Services – Mott Macdonald Task Order 8 in the amount of \$228,112.0
DEPARTMENT: Public Works
BCC DISTRICT: 2 - Ketchel

STATEMENT OF ISSUE: Okaloosa County Public Works staff requests Board of County Commissioners approval for Task Order 8 with Mott MacDonald Florida, LLC, per the terms of Contract #C19-2747-PW for a total cost not to exceed \$228,112.00. Task Order 8 is for utility conflict matrix and resolution, public involvement exhibits, bidding assistance and construction administration. The task order is attached for review and consideration.

BACKGROUND: Stormwater piping along 6th Avenue in the area of Port Dixie (Shalimar) has exceeded its service life and the overall system is in need of improvements. Corrugated metal pipe that was placed in service over 35 years ago suffers from system wide degradation resulting in multiple failures. Replacing the pipe with a modern, smooth lined, high density polyethylene pipe will improve the flow capacity, reduce the amount of sediment carried by stormwater runoff, and prevent vertical erosion.

During the design of the project it was determined that there were numerous, and possibly as-yet-undetermined, conflicts with aged water and sewer utilities. It has also been noted that conflicts may exist with improvements installed by residents, which may be impacted by construction. While work was done to identify utility conflicts under the design task order, additional work needs to be done to avoid conflicts and delays during construction. During design, other improvements such as mailboxes, landscaping and, in at least one case, a structural encroachment in the right-of-way were noted and need to be resolved in order to complete the construction. This task order includes additional work to identify those conflicts, together with significant trees and other landscaping. Also included in this task order is assistance during the bidding process and substantial construction administration activity, which were not included in the original design task order.

FUNDING SOURCES:

This project is funded through the Stormwater division of Public Works and an allocation from the Surtax program. Funds have previously been approved and carried forward for the project:

Department #: 1004
Account #: 531500
Project #: ST000001
Amount: \$35,000

Department #: 1004

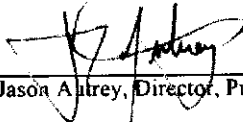
Account #: 563390
Project #: ST000001
Amount: \$93,750

Department #: 3303
Account #: 563001
Project #: ST000001
Amount: \$99,362

OPTIONS: Approve or deny authorization of the Task Order.

RECOMMENDATIONS: Motion to approve and authorize the Chairman to sign Task Order # 8 with Mott MacDonald in the amount of \$228,112 for utility coordination, public involvement, bidding services and construction administration for the 6th Street Area Drainage Improvement.

RECOMMENDED BY:



Jason Aulrey, Director, Public Works 5/21/2020

APPROVED BY:



John Hofstad, County Administrator 5/22/2020

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 8

TASK ORDER AMOUNT: \$25,940

CONTRACT#: C19-2747-PW
MOTT MACDONALD FLORIDA, LLC
GENERAL ENGINEERING SVS FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

OFFERED BY CONSULTANT:

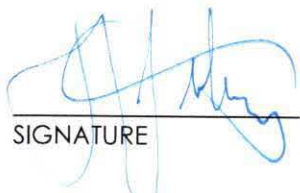
Mott MacDonald Florida, LLC
FIRM'S NAME

David D. Skipper, PE
REPRESENTATIVE'S PRINTED NAME


SIGNATURE

Senior Vice President April 21, 2020
TITLE DATE

RECOMMENDED FOR APPROVAL (Department Director)


SIGNATURE

Public Works Director
TITLE

4/24/20
DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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


PURCHASING MANAGER

04/28/2020
DATE


OMB Director

04-28-20
DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE 
By _____

DATE



Mr. Scott Bitterman, PE
County Engineer
Okaloosa County Public Works
1759 S. Ferdon Boulevard
Crestview, FL 32536

Your Reference
C19-2747-PW
Task Order 2

Our Reference
502405772

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

RE: Supplemental Appraisals Services for John King Road Widening Project – Crestview, FL

Dear Mr. Bitterman:

Mott MacDonald is pleased to provide additional services for property appraisals for John King Road. Deal Consulting shall provide appraisals for the preferred stormwater pond site and drainage easement. The scope includes optional services to appraise a second stormwater pond site if the preferred pond site is determined to be impractical to acquire.

This Scope of Work will be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County dated 11/09/2018.

Scope of Services

The scope includes the following Tasks for:

1 Task 1 –Appraisals

Mott MacDonald will subcontract for Deal Consulting, P.A. to prepare property appraisals for the stormwater pond site and drainage easement. Deal Consulting will prepare an assessment report for each parcel. Mott MacDonald will coordinate and attend meetings with Deal Consulting and County during the appraisal process.

Deliverables: Assessment Report; meetings (2)

Summary

In summary, our not to exceed fee amount is **\$25,940**. We look forward to working with you on this project.



Sincerely,
Mott MacDonald

A handwritten signature in black ink, appearing to read 'Kevin M. Morgan', with a long horizontal flourish extending to the right.

Kevin M. Morgan, PE
Senior Project Manager

A handwritten signature in black ink, appearing to read 'David D. Skipper', with a long horizontal flourish extending to the right.

David D. Skipper, PE
Senior Vice President

**Recommended for Approval:
Department Director**

A handwritten signature in blue ink, appearing to read 'Jason Autrey', with a long horizontal flourish extending to the right.

Jason Autrey, PE
Public Works Director

Project Name: John King Road Design
 Project Number: 602406772

Mott MacDonald - Labor Fee
 Prime Consultant



| Task No. | Task Description | Principal PM/ Engineer | Senior PM/ Engineer | Project Manager/ Engineer | Engineer III/IV | Designer III/IV | Technician | Surveyor V | Surveyor III/IV | 3-Person Survey Crew | Direct Cost | Fees |
|----------------------------|------------------|------------------------|---------------------|---------------------------|-----------------|-----------------|------------|------------|-----------------|----------------------|-------------|---------------------------------------|
| Task 1 - Appraisals | | | | | | | | | | | | |
| 1.1 | Appraisals | \$ 200.00 | \$ 185.00 | \$ 135.00 | \$ 125.00 | \$ 110.00 | \$ 80.00 | \$ 110.00 | \$ 85.00 | \$ 170.00 | | |
| | Subtotal Hours = | | | 36 | | | | | | | 21,080 | \$ 25,940 |
| | | | | 36 | | | | | | | 21,080 | Subtotal Labor Fee = \$ 25,940 |

DEAL CONSULTING, P.A.

April 2, 2020

Mr. Jason Autrey, PE, CPM
Director of Public Works
1759 South Ferdon Boulevard
Crestview, Florida 32536

Re: John King Road Project
Appraisal Bid/Scope

Dear Mr. Autrey:

I appreciate the opportunity to work with you on this matter. The following pages contain the provisions of this agreement. If you need anything else please let me know.

INTENDED USERS

Okaloosa County (Referred to Herein as “The Client”)
Primary Contractor: Mott McDonald
Subcontractor: Deal Consulting, PA

Note: No other users are intended by the appraiser. The appraiser shall consider the intended users when determining the level of detail to be provided in the appraisal report.

INTENDED USE

This appraisal is intended to assist the client in determining the market value of the property for a potential, voluntary purchase.

Note: No other use is intended by the appraiser. The intended use as stated shall be used by the appraiser in determining the appropriate scope of work for the assignment. The appraiser is not liable for any use, other than the intended use.

PROPERTY IDENTIFICATION

Primary Bid

Pond Site – 32-3N-23-0000-0031-0030 – Whole Take
Easement Site – 32-3N-23-0000-0027-0000 – Before and After Report with 20-Foot Perpetual Easement along Western Property Line (See Extraordinary Assumption)
Both are located in Okaloosa County.

Optional Properties

Secondary Pond Site - 32-3N-23-0000-0016-0000 and 32-3N-23-0000-0013-0000 (Whole Take)
These two tax identification numbers are contiguous and under common ownership. Therefore, the appraisal and parent tract would include both as one property and valuation.

PROPERTY TYPE

Pond Site – As Improved (Single-Family Residence)
Easement Site - Vacant (No Improvements will be Appraised) (See Extraordinary Assumption)

INTEREST VALUED

The rights being appraised are those associated with a fee simple estate. Fee simple estate is defined in the Appraisal Institute’s *The Appraisal of Real Estate, 12th Edition*, page 68 as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.

The rights appraised as part of the acquisition are also associated with a perpetual easement. A perpetual easement is defined by the Appraisal Institute’s, *The Dictionary of Real Estate, Electronic 6th Edition*, as follows:

Perpetual Easement
An easement that lasts forever.

TYPE OF VALUE

The following definition of market value is taken from **Florida State Road Department v. Stack, 231 So.2d 859 Fla., 1st DCA 1969** as cited in the Florida Department of Transportation’s Supplemental Standards of Appraisal.

“Value” as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.

The market value opinion in this report is in terms of cash or terms equivalent to cash. The intended user’s attention should be directed to the fact that the market value estimated in this report is relevant as of the date of value. The market value estimated is also contingent on a reasonable exposure time in a competitive market. The reasonable exposure time will be estimated and defined in the following section of this report. It should be noted that any change in the date of value or exposure time identified in this report could significantly change the estimate of market value.

DATE OF VALUE

Current

ADDITIONAL PROPERTY TO BE VALUED

None

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

It is my understanding that no title work will be provided to the appraiser. Therefore, I will employ an extraordinary assumption that there are title issues that could affect market value.

Based on correspondence with Kevin Morgan, P.E., Mott McDonald, the pipe to be constructed along the western 20 feet of the easement property will not interfere with the function of the on-site stormwater facility. Therefore, I am appraising the land only with no impact assumed for the hotel or accompanying improvements.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

- The Code of Professional Ethics of the Appraisal Institute
- The Uniform Standards of Professional Appraisal Practice of the Appraisal Institute
- Chapter 475, Part II, Florida Statutes

ANTICIPATED SCOPE OF WORK

Site Visit:

Exterior On-Site Inspection of Each Property

Interior Inspection, If Possible, of the Residence on the Pond Property

Valuation Approaches:

The appraisals will employ the sales comparison approach as vacant. I anticipate the income approach will be employed to value the interim use value of the residence on the pond property.

Note: Depending on further inspection and research, the conclusion as to the approaches to be used could change. I will use all approaches necessary to develop a credible opinion of value.

APPRAISAL REPORT

Report Option:

This is an assignment involving four appraisal reports in accordance with the Uniform Standards of Professional Appraisal Practice (consistent with the former “summary appraisal report” in Standards Rule 2-2(b) of (USPAP). As such, each report presents sufficient information to enable the client and other intended users, as identified, to understand it properly. Supporting documentation is contained in my work file and will be made available at the client’s request.

I will deliver one appraisal report per property.

Format

Narrative

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

TBD

PROPOSED IMPROVEMENTS

N/A

PROPERTIES UNDER CONTRACT FOR SALE

N/A

ADDITIONAL DOCUMENTATION

N/A

DELIVERY DATE

I will deliver the reports for the pond property and easement property within 30 days of the notice to proceed assuming I receive the notice to proceed on or before April 20, 2020. I will deliver the secondary/optional property appraisal within 30 days of receiving the notice to proceed assuming I receive the notice to proceed on or before July 20, 2020.

DELIVERY METHOD

Signed PDF

NUMBER OF COPIES

ONE PER PROPERTY

PAYMENT TO APPRAISER

| | |
|------------------------|---------------------------------|
| Pond Property | \$8,500 (50 Hours @ \$170/Hour) |
| Easement Property | \$6,290 (37 Hours @ \$170/Hour) |
| Optional Pond Property | \$6,290 (37 Hours @ \$170/Hour) |
| Total | \$21,080 |

Invoice will be submitted to the client by Mott McDonald at the time of Mott McDonald's next billing date to the client following receipt of appraisals. Payment is due to Deal Consulting, PA within 30 days of Mott McDonald receiving payment from the client.

WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE

The appraiser's obligations pursuant to this agreement are complete when the appraisal reports in the form specified in this agreement are delivered to the client pursuant to this agreement. The appraiser agrees to be responsive to the client's legitimate inquiries regarding the contents of the report after delivery.

CONFIDENTIALITY

The appraiser shall not provide a copy of the written appraisal reports, nor disclose the results of the appraisals, to any party other than the client unless the client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

The appraiser may use employees or independent contractors to complete the assignment at the appraiser's discretion, unless otherwise agreed by the parties. Notwithstanding, the appraiser shall sign the written appraisal report and take full responsibility for the services provided as a result of this agreement.

SERVICES NOT PROVIDED

The fees set forth in this agreement apply to the appraisal services rendered by the appraiser as set forth in this agreement. Unless otherwise specified herein, the appraiser's services for which

the fees in this agreement apply shall not include meetings with persons other than the client nor the client's agents or professional advisors; the appraiser's deposition(s) nor testimony before judicial, arbitration or administrative tribunals; nor any preparation associated with such depositions or testimony. Any additional services performed by the appraiser not set forth in this agreement will be performed on terms and conditions set forth in an amendment to this agreement or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this agreement, the client agrees that the appraiser's assignment pursuant to this agreement shall not include the appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this agreement shall necessitate a new agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new agreement.

CANCELLATION

The client may not cancel this agreement at any time subsequent to the notice to proceed without full payment of fee.

GOVERNING LAW AND JURISDICTION

This agreement shall be governed by the law of the state in which the appraiser's office is located as specified in this agreement, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party in order to interpret or enforce this agreement, or to enforce an arbitration award entered pursuant to this agreement, shall be brought in a state or federal court having jurisdiction over the location of the appraiser's office as specified in this agreement. The parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE

The appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. The appraiser cannot guarantee the outcome of the assignment in advance. The appraiser cannot ensure that the opinion of value developed as a result of this assignment will serve to facilitate any specific objective of the client or others or advance any particular cause. The appraiser's opinion of value will be developed competently and with independence, impartiality, and objectivity.

NOTICES

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this agreement, or at such other address as party may designate by written notice to the other

party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective on the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

NO THIRD-PARTY BENEFICIARIES

Nothing in this agreement shall create a contractual relationship between the appraiser or the client and any third party, or any cause of action in favor of any third party. This agreement shall not be construed to render any person or entity a third-party beneficiary of this agreement, including, but not limited to, any third parties identified herein.

ASSIGNMENT

Neither party may assign this agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold at its sole discretion. In the event this agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this agreement and all such other provisions shall remain in full force and effect.

CLIENT'S REPRESENTATIONS AND WARRANTIES

The client represents and warrants to the appraiser that (1) the client has all right, power and authority to enter into this agreement; (2) the client's duties and obligations under this agreement do not conflict with any other duties or obligations assumed by the client under any agreement between the client and any other party; and (3) the client has not engaged the appraiser, nor will the client use the appraiser's appraisal report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This agreement represents the entire and integrated agreement between the client and the appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by a written instrument signed by both the client and the appraiser.

EXPIRATION OF AGREEMENT

This agreement is valid only if approved by the client on or before April 20, 2020.

By Appraiser:



Shannon Ross Deal, MAI
State-Certified General R.E. Appraiser RZ2529

April 2, 2020
Date

By Client:

(Print Name)

Date

By Client (If Applicable):

(Print Name)

Date

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 7

TASK ORDER AMOUNT: \$ 17,065.00

CONTRACT#: C19-2747-PW
MOTT MACDONALD FLORIDA, LLC
GENERAL ENGINEERING SVS FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

OFFERED BY CONSULTANT:

Mott MacDonald Florida, LLC

FIRM'S NAME

David D. Skipper, PE

REPRESENTATIVE'S PRINTED NAME



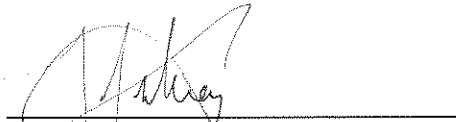
SIGNATURE

Senior Vice President

TITLE

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**



SIGNATURE

PUBLIC WORKS DIR.

TITLE

3/5/20

DATE

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



PURCHASING MANAGER

03/10/2020

DATE

OMB DIRECTOR/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

5/B
3-5-20



Mr. Scott Bitterman, PE
County Engineer
Okaloosa County Public Works
1759 S. Ferdon Boulevard
Crestview, FL 32536

Your Reference
C19-2747-PW

Our Reference
502100027-002

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

**RE: Additional Services for Meigs Drive Drainage Improvements –
Shalimar, FL**

Dear Mr. Bitterman:

Mott MacDonald is pleased to provide this proposal for bidding phase and limited construction support for the Meigs Drive drainage improvements project. The proposed services are supplemental to the original project for Meigs Drive, Task Order 5 under Contract C14-2080-PW. These services are additions to the original scope at the County's request following completion of final design.

This Scope of Work will be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County dated 11/09/2018.

Scope of Services

Mott MacDonald's scope includes limited bid and construction phase support. Okaloosa County plans to provide in-house bid administration and construction inspection services.

1 Limited Bid and Construction Phase Support

The following activities are required to support Okaloosa County throughout the project's bid and construction phases. Mott MacDonald will prepare and distribute meeting notes as applicable for each coordination event.

1.1 Construction Phase Activities

- Monthly site visit (4)
- Pre-construction meeting
- RFI responses and submittal reviews
- As-built certification

1.2 Task Management

- General coordination and administration activities related to task order delivery



Summary

In summary, our fee amount is a lump sum of **\$17,065**. We look forward to working with you on this project.

Sincerely,
Mott MacDonald

Handwritten signature of Kevin Morgan in black ink.

Kevin Morgan, PE
Senior Project Manager

Handwritten signature of David D. Skipper in black ink.

David D. Skipper, PE
Senior Vice President

**Recommended for Approval:
Department Director**

Handwritten signature of Jason Autrey in black ink, written over a horizontal line.

Jason Autrey, PE
Public Works Director

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 6

TASK ORDER AMOUNT: \$198,465

CONTRACT#: C19-2747-PW
MOTT MACDONALD FLORIDA, LLC
GENERAL ENGINEERING SVS FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

OFFERED BY CONSULTANT:

Mott MacDonald Florida, LLC

FIRM'S NAME

David D. Skipper, PE

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

Senior Vice President

TITLE

November 5, 2019

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

SIGNATURE

Public Works Director

TITLE

DATE

COUNTY ADMINISTRATOR (if applicable)

John Hofstad

DATE

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

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

PURCHASING MANAGER

DATE

OMB Director

DATE

CHAIRMAN

Charles K. Windes, Jr.

DATE

DEC 03 2019





Mr. Scott Bitterman, PE
County Engineer
Okaloosa County Public Works
1759 S. Ferdon Boulevard
Crestview, FL 32536

Your Reference
C19-2747-PW

Our Reference
502405772

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

RE: John King Road Improvements from State Road (SR) 85 to Live Oak Church Road – Crestview, FL

Dear Mr. Bitterman:

Mott MacDonald is pleased to provide this proposal to develop 60%, 90%, and final design for John King Road improvements. This effort requested by the County is follow-on work to the 30% design completed for Task Order 2 on contract C19-2747-PW. The project begins at the SR 85/John King Road intersection, identified as the most constrained signal on the SR 85 corridor. Mott MacDonald will provide the design and construction plans for capacity improvements and support the County's right-of-way acquisition process based on the 30% design and construction plans.

Mott MacDonald will continue FDOT coordination on the adjacent projects on SR 85 that will overlap with John King Road design and construction. Additional stakeholders include the City of Crestview, Southcrest Developers, utility owners, and adjacent businesses and property owners.

This Scope of Work will be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County dated 11/09/2018.

Proposal Conditions

- Okaloosa County will provide coordination, appraisal, negotiation, and recording services required by Right-of-Way acquisition
- SR 85 signal/loop analysis and design will be performed by others and incorporated into the current FDOT signalization project (FPID 439965-1-52-01)
- Okaloosa County will coordinate with property owners of the proposed pond site and drainage easement prior to Mott MacDonald beginning geotechnical, survey or stormwater design.
- Services not included in this scope of work are construction observation



Scope of Services

1 Task 1 – Data Collection and Analysis

Mott MacDonald will perform data collection and engineering analysis of John King Road improvements based on 30% design and construction plans. Assist the County with

1.1 Engineering Analysis

Roadway analysis will include finalize the roadway geometry and profile grade. SR 85 intersection/signalization analysis will include continued coordination with FDOT.

Hydraulic analysis will include stormwater calculations for proposed conditions, including design and development of a separate offsite drainage system to collect offsite runoff and convey runoff to the existing outfall at SR 85 and John King Road. Environmental analysis for the proposed stormwater pond will be performed in advance of permitting tasks, to include assessment of wetlands impacts and protected species habitat.

Task 1 activities may include collaboration with County, City, and other stakeholders through meetings and phone or email correspondence. Mott MacDonald will coordinate with Okaloosa County prior to contacting external agencies.

1.2 Survey

Mott MacDonald will perform topographic survey for the proposed stormwater pond, drainage easement, and pond access as identified in 30% construction plans. The survey shall include the collection of both horizontal and vertical position data for all visible and apparent features.

1.3 Geotechnical Analysis

Universal Engineering Sciences, Inc. will obtain soil borings and related geotechnical engineering evaluation for the stormwater design as identified in the 30% construction plans. A signed and sealed geotechnical report will be submitted as part of this task.

2 Task 2 – Permitting

Mott MacDonald will prepare and submit required documentation to NFWFMD, FDEP, FDOT, and USACE as may be required for permitting the project.

This phase will consist of drawings, reports, calculations and applications for the proposed design for the project. Mott MacDonald will respond to comments received by reviewing agencies during this Task.

This Task does not include permit application fees.

3 Task 3 – Construction Plans and Documentation

Mott MacDonald will prepare 60%, 90%, and final construction plan sets and design reports. Design drawings will build upon 30% plans and be reviewed by the County at each phase.

3.1 60% Plans

Following County and stakeholder review of Task 2 deliverables and preliminary Right-of-Way acquisition efforts, revisions will be incorporated into the plan set.

3.2 90% Plans and Draft Specifications

Following County and stakeholder review of 60% plans, revisions will be incorporated into the plan set and construction specifications will be drafted. The following sheets will be added after the approach is finalized:

- Erosion and sedimentation control plans
- Maintenance of traffic details

3.3 Final Plans and Specifications

Following County and stakeholder review of 90% deliverables, minor revisions will be incorporated into the final plan set, to be signed and sealed for construction with a specifications package.

3.4 Project Documentation

Quantities/Cost Analysis – Mott MacDonald will provide a summary of quantities for all items required to construct the proposed project. An opinion of probable cost will be updated at each phase submittal.

Design Report – Mott MacDonald will prepare and submit a Design Report to include a narrative of design decisions, assumptions, and requirements at each phase submittal.

4 Task 4 – Right-of-Way Acquisition Support

Mott MacDonald will provide support during County Right-of-Way Acquisition, in the form of a revised Right-of-Way Assessment and final Right-of-Way Mapping.

4.1 60% Right-of-Way Assessment

Based on revised 60% roadway alignment and construction limits, Mott MacDonald will provide information and exhibits for the County's use in right-of-way acquisition.

4.2 Right-of-Way Mapping

Mott MacDonald surveyors will provide Right-of-Way mapping services based on final parcel acquisition. This task includes preparation of legal sketch and descriptions necessary to define required right-of-way or temporary and/or permanent easements used for construction of proposed improvements.

5 Task 5 – Coordination and Management

The following activities are required to ensure open communication and ultimately streamline Tasks 1 – 4. Mott MacDonald will prepare and distribute meeting notes as applicable for each coordination event.

5.1 In-person Meetings

- Okaloosa County review of 60% and 90% Plans
- Permitting agency pre-application reviews
- Stakeholder meetings (State, County, City, Developer)

5.2 Site Visits

- Site visits as required for clarifications following review or construction inquiry

5.3 Stakeholder Coordination

- Ongoing correspondence for design and review coordination among various stakeholders, including State, County, City, Developer, and utility owners

5.4 Task Management

- General coordination and administration activities related to task order delivery

Summary

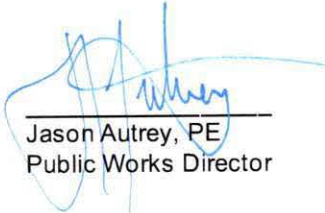
In summary, our not to exceed fee amount is **\$198,465** to include Tasks 1 – 5. We look forward to working with you on this project.

Sincerely,
Mott MacDonald

Kevin M. Morgan, PE
Project Manager

David D. Skipper, PE
Senior Vice President

Recommended for Approval:
Department Director



Jason Autrey, PE
Public Works Director

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 5

TASK ORDER AMOUNT: \$23,805

**CONTRACT: C19-2747-PW
MOTT MACDONLAD FLORIDA, LLC
GENERAL ENGINEERING SVS FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWALS**

OFFERED BY CONSULTANT:

Mott MacDonald Florida, LLC

FIRM'S NAME

David D. Skipper, PE

REPRESENTATIVE'S PRINTED NAME


SIGNATURE

Senior Vice President

TITLE

8/22/2019

DATE

RECOMMENDED FOR APPROVAL (Department Director)


SIGNATURE

Public Works Director

TITLE

9/12/19
DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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


PURCHASING MANAGER

09/12/2019
DATE

OMB Director

DATE

CHAIRMAN (if applicable)

DATE



Mr. Scott Henson
Public Works Program Manager
Okaloosa County Public Works
84 Ready Avenue NW
Fort Walton Beach, FL 32548

Your Reference
C19-2747-PW

Our Reference
502100027-003

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

RE: Services for Keyser Mill Road Pit – Baker, FL

Dear Mr. Henson:

Mott MacDonald is pleased to provide this proposal for services regarding the Okaloosa County borrow pits southeast of Keyser Mill Road (entrance located between Hilton Road North and J D J Lane). These services include project survey coordination, wetland delineation, geotechnical investigation, stormwater analysis, permitting, and agency consultation.

This Scope of Work will be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County dated 11/09/2018.

Scope of Services

1 Task 1 – Site Investigation

Survey. Okaloosa County will perform topographic survey of the current excavated pit area to encompass the areas necessary for stormwater calculations, and will provide Mott MacDonald with survey data to include AutoCAD drawing ".dwg" files and point files. The survey shall include the collection of both horizontal and vertical position data for all visible and apparent features, along with property corner data. Okaloosa County will also provide a boundary survey that will depict the platted or deeded right of way lines. The project limits to be surveyed include approximately 67 acres of the currently unpermitted pit southeast of Keyser Mill Road (Parcel ID 17-3N-24-0000-0004-0020).

Mott MacDonald will coordinate project needs with Okaloosa County prior to commencement of County surveying efforts. Mott MacDonald will also coordinate scheduling of wetland delineation and geotechnical borings with the County. Upon receipt of survey data described above, Mott MacDonald will review and process the data in drafting software for use with permit application drawings.

Wetland Delineation. Mott MacDonald will delineate any wetland areas encountered within the borrow pit parcel. A map showing the boundary of the wetlands will be included in the permit to the state.

Geotechnical Investigation. Mott MacDonald will subcontract geotechnical engineering services, to include five (5) borings at the pit site to obtain data required for stormwater calculations and permitting. Three (3) of the borings will be

located in the bottom of the existing pit for the purpose of determining exfiltration rates. The two (2) additional borings will be located outside of the pit to the east, to characterize the soils that may be excavated during future pit expansion.

2 Task 2 – Permitting

Mott MacDonald will provide standard permitting coordination services required to develop and submit an FDEP permit application for the pit described above. The pit will be named "Keyser Mill Road Pit South."

Stormwater calculations will be performed as part of the permit application. The available storage onsite will be calculated using data obtained from Okaloosa County survey and Task 1 investigations. This storage information will be included in the permit application.

Accurate permit submittal and approval will involve agency consultation. This task does not include renaming of adjacent Okaloosa County borrow pits.

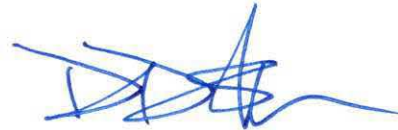
Summary

In summary, our not to exceed fee amount is **\$23,805** to include Tasks 1 and 2. We look forward to working with you on this project.

Sincerely,
Mott MacDonald

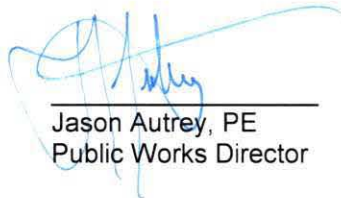


Heath Jenkins, PE
Principal Project Manager



David D. Skipper, PE
Senior Vice President

**Recommended for Approval:
Department Director**



Jason Autrey, PE
Public Works Director

Project Name: Services for Keyser Mill Road Pit
 Project Number: 502100027-003

Mott MacDonald - Labor Fee
 Prime Consultant



| Task No. | Task Description | Senior PM/ Engineer | Project Manager/ Engineer | Engineer III/IV | Designer III/IV | Surveyor V | Surveyor III/IV | 2-Person Survey Crew | Direct Cost | Fees |
|------------------------------------|-------------------------|---------------------|---------------------------|-----------------|-----------------|------------|-----------------|----------------------|-------------|---------------------------------------|
| | | \$ 185.00 | \$ 135.00 | \$ 125.00 | \$ 110.00 | \$ 110.00 | \$ 85.00 | \$ 130.00 | | |
| Task 1 - Site Investigation | | | | | | | | | | |
| 1.1 | Survey Coordination | | 4 | 8 | 8 | | | | | \$ 2,420 |
| 1.2 | Wetland Delineation | | 2 | 12 | 4 | | | | | \$ 2,210 |
| 1.3 | Geotechnical Services | | 4 | 4 | | | | | 7,205 | \$ 8,245 |
| | Subtotal Hours = | - | 10 | 24 | 12 | - | - | - | 7,205 | |
| | | | | | | | | | | Subtotal Labor Fee = \$ 12,875 |
| Task 2 - Permitting | | | | | | | | | | |
| 2.1 | Stormwater Calculations | 4 | 4 | 24 | | | | | | \$ 4,280 |
| 2.2 | Permitting | 4 | 2 | 24 | 24 | | | | | \$ 6,650 |
| | Subtotal Hours = | 8 | 6 | 48 | 24 | - | - | - | | |
| | | | | | | | | | | Subtotal Labor Fee = \$ 10,930 |
| | | | | | | | | | | TOTAL = \$ 23,805 |

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 4

TASK ORDER AMOUNT: \$69,440

**CONTRACT#: C19-2747-PW
MOTT MACDONALD FLORIDA, LLC
GENERAL ENGINEERING SVS FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL**

OFFERED BY CONSULTANT:

Mott MacDonald Florida, LLC
FIRM'S NAME


David D. Skipper, PE
REPRESENTATIVE'S PRINTED NAME


SIGNATURE

Senior Vice President
TITLE

July 18, 2019
DATE

RECOMMENDED FOR APPROVAL (Department Director)


SIGNATURE

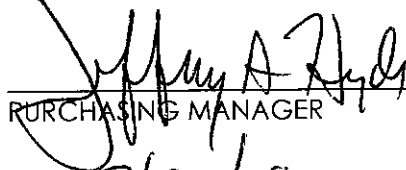
Public Works Director
TITLE

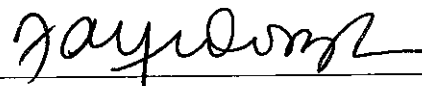
7-24-19
DATE


COUNTY ADMINISTRATOR (if applicable)
7/26/19
DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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


PURCHASING MANAGER
7/30/19
DATE


OMB Director/DATE
7.30.2019
DATE

CHAIRMAN (if applicable)

DATE



Mr. Scott Bitterman, PE
County Engineer
Okaloosa County Public Works
1759 S. Ferdon Boulevard
Crestview, FL 32536

Your Reference
C19-2747-PW

Our Reference
502100027-006

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

RE: Additional Services for Beachview Drive Drainage Improvements – Fort Walton Beach, FL

Dear Mr. Bitterman:

Mott MacDonald is pleased to provide this proposal to complete final design and construction phase services for the Beachview Drive drainage improvements project. The proposed services are supplemental to the original project for Beachview Drive, Task Order 10 under Contract C14-2080-PW. These services are due to additions to the original scope at the County's request, including: analysis, modeling, cost comparisons, and right-of-way research for four alternative outfall locations; project survey; structural analysis and design at outfall sheetpile wall; and limited bid and construction phase activities.

This Scope of Work will be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County dated 11/09/2018.

Scope of Services

The scope includes the following three Tasks for: Survey; Structural Design; and Coordination and Management, which includes Limited Bid and Construction Phase Services.

1 Task 1 – Survey

Mott MacDonald will perform topographic survey of the project limits to encompass all areas necessary for design and construction. The survey shall include the collection of both horizontal and vertical position data for all visible and apparent features, along with property corner data. The survey shall show the platted or deeded right of way lines. However, the survey does not include a title search nor commitment for said road right of ways. The survey scope does not include sub-surface utility exploration, tree survey or easement sketches.

The project limits to be surveyed include the following areas:

- **Beachview Drive:** From 3rd Avenue to Eglin Parkway
- **3rd Avenue:** From Beachview Drive to water's edge
- **4th Avenue:** From Eglin Parkway to Beachview Drive
- **Beachview Drive/Eglin Parkway Intersection** (150-foot east and west of Beachview Drive): Cross sections on Eglin Parkway at 50' intervals; and

topographic survey between the eastbound edge of pavement and the right-of-way on Eglin Parkway

Unless otherwise noted, the survey data collected within these limits will consist of County right-of-way limits and an additional 10-foot outside of the County right-of-way.

2 Task 2 – Structural Design

Mott MacDonald will provide structural engineering analysis and construction plans related to the design of the 3rd Avenue stormwater outfall, including:

- Preliminary investigation
 - Site visit to analyze existing conditions
 - Review of survey and historic data
- Sheetpile wall analysis, design, and permitting
 - 30% concept design exhibit for County review
 - 90% construction plans and opinion of probable cost
 - Permitting coordination for waterside outfall construction
 - 100% construction plans, specifications, and opinion of probable cost
- Project assumptions
 - It was determined that construction limits at the outfall location are constrained to a 20-foot maximum width where existing sheetpile serves as a seawall
 - Geotechnical investigation includes a boring at the outfall location; however, subsurface conditions surrounding the sheetpile wall, including tie-back locations, will be unknown at the time of construction

3 Task 3 – Coordination and Management

The following activities are required to ensure open communication and ultimately streamline Tasks 1 and 2. Mott MacDonald will prepare and distribute meeting notes as applicable for each coordination event.

3.1 Meetings and Coordination

- Meeting following County review of Task 2 – 90% deliverables
- Site visit/correspondence as required for clarifications

3.2 Bid Phase Activities

- Bid package preparation
- Pre-Bid meeting
- RFI responses
- Pre-Construction meeting

3.3 Construction Phase Activities

- Monthly site visit (6)
- RFI responses and submittal reviews
- Consulting specific to hydrodynamic separator and sheetpile construction
- As-built certification

3.4 Task Management

- General coordination and administration activities related to task order delivery



Summary

In summary, our not to exceed fee amount is **\$69,440** to include Tasks 1 – 3. We look forward to working with you on this project.

Sincerely,
Mott MacDonald

A handwritten signature in cursive script that reads "Amber N. Kirk".

Amber N. Kirk, PE
Project Manager

A handwritten signature in cursive script that reads "David D. Skipper".

David D. Skipper, PE
Senior Vice President

**Recommended for Approval:
Department Director**

A handwritten signature in cursive script that reads "Scott R. Buttenne".
for Jason Autrey
7-24-19

Jason Autrey, PE
Public Works Director

Mott MacDonald - Labor Fee
 Prime Consultant



| Task No. | Task Description | Principal PM/Engineer | Senior PM/Engineer | Project Manager/Engineer | Engineer III/IV | Designer III/IV | Technician | Surveyor V | Surveyor III/IV | 3-Person Survey Crew | Direct Cost |
|--------------------------------|------------------|-----------------------|--------------------|--------------------------|-----------------|-----------------|------------|------------|-----------------|----------------------|-------------|
| 1.1 | Survey | 200.00 | 185.00 | 135.00 | 125.00 | 110.00 | 60.00 | 110.00 | 85.00 | 170.00 | 22,720 |
| Subtotal Hours = 2 | | | | | | | | | | | |
| Subtotal Labor Fee = \$ 22,720 | | | | | | | | | | | |

Task 2 - Structural Design

| | | | | | | | | | | | |
|--------------------------------|--|---|----|----|----|----|----|----|----|-----|-------|
| 2.1 | Preliminary Investigation and 30% Concept Development | 4 | 16 | 16 | 16 | 16 | 16 | 16 | 10 | 100 | 6,660 |
| 2.2 | 90% Design, Plans, Opinion of Cost | 4 | 16 | 16 | 24 | 24 | 24 | 24 | 10 | 100 | 8,540 |
| 2.3 | Permitting | 4 | 16 | 16 | 16 | 8 | 8 | 8 | 10 | 100 | 3,420 |
| 2.4 | 100% Design, Plans, Specifications, Opinion of Cost Quality Assurance | 4 | 16 | 16 | 24 | 16 | 16 | 16 | 10 | 100 | 7,660 |
| Subtotal Hours = 20 | | | | | | | | | | | |
| Subtotal Labor Fee = \$ 27,760 | | | | | | | | | | | |

Task 3 - Coordination and Management

| | | | | | | | | | | | |
|--------------------------------|-------------------------------|----|----|----|----|----|----|----|----|-----|--------|
| 3.1 | Meetings and Coordination | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 2,080 |
| 3.2 | Bid Phase Activities | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 10 | 100 | 4,160 |
| 3.3 | Construction Phase Activities | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 10 | 100 | 11,240 |
| 3.4 | Task Management | 2 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 1,480 |
| Subtotal Hours = 72 | | | | | | | | | | | |
| Subtotal Labor Fee = \$ 18,960 | | | | | | | | | | | |

TOTAL \$ 69,440

Patty Cook

From: Jason Autrey
Sent: Sunday, July 21, 2019 7:48 PM
To: Kelly Windes; Trey Goodwin; Graham Fountain; Carolyn Ketchel; Nathan Boyles
Cc: John Hofstad; Greg Kisela; Kay Godwin; Scott Bitterman; Patty Cook; Grant Dugre
Subject: Out of Office Notification

Commissioners et al,

Tomorrow morning I will be leaving town for the week to enjoy a little vacation. While I am out please feel free to reach out to Scott Bitterman if there is anything that PW can do to help you out. In my absence Scott has full authority to act on my behalf for the Public Works Department.

I will return to work on July 29; look forward to seeing you all then.

Thanks,

Jason

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 3

TASK ORDER AMOUNT: \$30,683

**CONTRACT#: C19-2747-PW
 MOTT MACDONALD FLORIDA, LLC
 GENERAL ENGINEERING SVS FOR PW
 EXPIRES: 09/30/2021 W/1 2 YR RENEWAL**

OFFERED BY CONSULTANT:

Mott MacDonald Florida, LLC

FIRM'S NAME

David D. Skipper, PE

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Senior Vice President

TITLE

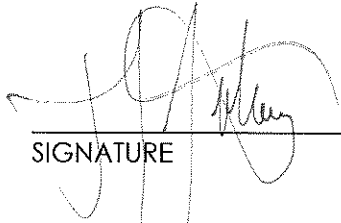
May 1, 2019

DATE

**RECOMMENDED FOR APPROVAL
 (Department Director)**

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

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



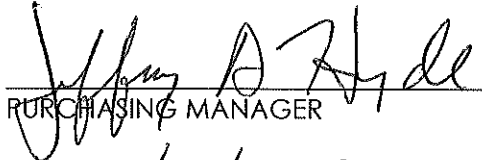
SIGNATURE

Public Works Director

TITLE

5/6/19

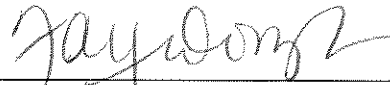
DATE



PURCHASING MANAGER

05/09/2019

DATE



OMB Director/DATE

05.13.2019

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE



Mr. Scott Bitterman, PE
County Engineer
Okaloosa County Public Works
1759 S. Ferdon Boulevard
Crestview, FL 32536

Your Reference
C19-2747-PW

RE: Additional Services for High Ridge Road Improvements – Crestview, FL

Our Reference
5153-01

Dear Mr. Bitterman:

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

Mott MacDonald is pleased to provide this proposal to complete final design and construction phase services for the High Ridge Road project. The proposed services are supplemental to the original project for High Ridge Road design, Task Order 12 under Contract C14-2080-PW. These services are due to changes in or additions to the original scope, including: design and plans for stormwater components within the Evergreen Parkway easement, stakeholder and utility owner coordination, wetland delineation, gopher tortoise survey/relocation, and limited construction phase activities.

This Scope of Work will be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County dated 11/09/2018.

Scope of Services

The scope includes the following three Tasks for Engineering, Permitting, and Coordination/Management.

1 Task 1 – Engineering

Mott MacDonald will perform engineering analysis and design of proposed improvements to align with the Okaloosa County drainage easement location on Evergreen Parkway.

1.1 90% Plans and Documentation

Mott MacDonald will revise plans and documentation and submit a 90% package for County review by May 1, 2019.

1.2 Final Plans and Documentation

Mott MacDonald will revise plans and documentation based on County review of the 90% package. Signed and sealed plans will be provided within two weeks of receipt of County review comments.

2 Task 2 – Permitting

Items identified in field reviews include wetlands and gopher tortoise habitat.

2.1 Wetlands

Mott MacDonald will provide wetland delineation services and document in accordance with USACE wetland delineation forms.

2.2 Gopher Tortoise

Mott MacDonald will provide gopher tortoise (GT) services as required, including a pre-construction (< 90 days prior) survey and report, permit preparation and submittal, burrow excavation(s), off-site relocation, and after-action report. The purpose of the project is to assist the County in protecting the threatened species as laid out in Rule 68A-27.003 of the Florida Administrative Code (FAC) and to adhere to the permitting guidelines set forth by the Florida Fish and Wildlife Conservation Commission (FWC) in the January 2017 revision of the Gopher Tortoise Permitting Guidelines. Services include the following:

- **Burrow Survey:** Mott MacDonald will perform a 100% burrow survey for the construction areas within gopher tortoise habitat to determine the location of all GT burrows and ensure adherence to the permitting guidelines. FWC guidelines require a 100% survey of all GT habitat to be disturbed by construction no more than 90-days prior to commencing GT capture and relocation activities. A letter report including methodology and a burrow location map will be provided to FWC. Notification of possible inspection will be provided by FWC within 48 hours of receipt of the 100% survey and burrow location map, thereby relocations can take place upon acquisition of the relocation permit.
- **Relocation Permit:** The 100% burrow survey will reveal the quantity of burrows and/or tortoises. It is anticipated that a 10 or fewer burrow permit will be appropriate for the project. Mott MacDonald will prepare and submit the application and provide all supporting documentation. Mott MacDonald shall not be responsible for FWC decisions regarding approval or denial of this permit application. Issuance of the 10 or fewer burrow permit is typically takes place within a 45-day response window. Any fees associated with permitting and relocation will be paid for by Mott MacDonald and charged to the project.
- **Excavation and Relocation:** Mott MacDonald will coordinate excavation (services provided by client) of all potentially occupied GT burrows identified in the project area. Immediately following the GT burrow excavations, Mott MacDonald will relocate the captured GT to an FWC-certified long-term recipient site or an approved area on-site. An after-action report detailing the capture and relocation results for all GTs under the permit will be submitted within 30 days of release of the relocated GTs.
- **Assumptions:**
 - Mott MacDonald will perform all regulated activities per FWC GT permitting guidelines and under the direct supervision of an authorized GT agent (Neil Tucker, Mott MacDonald, Permit #GTA-15-00022C).
 - FWC Permit Fee (\$213 for less than 10 GT burrows, 5 relocated tortoises) will be paid by Mott MacDonald.
 - Recipient Site Fees (estimated \$750 per GT) will be paid for by CLIENT.
 - Excavation services will be supplied by the CLIENT.
 - Mott MacDonald will contact Sunshine State One Call prior to excavation activities. CLIENT shall aid in locating the utilities.
 - GT excavations will occur only when the National Weather Service (NWS) low temperature is forecast to be greater than 50 °F at the donor site for three consecutive days.

- GT relocations will occur only when the NWS low temperature is forecast to be greater than 50 °F at the recipient site for three consecutive days after release.
- Additional services that will require contract renegotiation might include:
 - o Additional burrows to be excavated and/or GT relocations (more than 10 burrows or 5 relocated tortoises), prompting acquisition of a conservation permit.
 - o Installation or repair of site silt fence installed along limits of construction (LOC) for exclusionary purposes. This fence might be required to exclude the GTs from the LOC during construction.
 - o The use of bucket traps to capture tortoises due to potential adjacent utility locations or other unforeseen reason in which excavation is not feasible.
 - o Additional GT permitting services, including any relocation permit modifications, extensions, progress reports and negotiations, including FWC consultation, not specifically described above.
 - o Additional gopher tortoise burrow surveys and any service not explicitly described in the above scope of services.

3 Task 3 – Coordination and Management

The following activities are required to ensure open communication and ultimately streamline Tasks 1 and 2. Mott MacDonald will prepare and distribute meeting notes as applicable for each coordination event.

3.1 Meetings and Coordination

- Meeting following County review of Task 1 deliverables
- Site visit as required for clarifications following review
- Stakeholder and utility owner coordination

3.2 Construction Phase Activities

- Pre-Construction meeting
- Monthly site visit (6)
- RFI responses
- As-built certification

3.3 Task Management

- General coordination and administration activities related to task order delivery



Summary

In summary, our not to exceed fee amount is **\$30,683** to include Tasks 1 – 3. We look forward to working with you on this project.

Sincerely,
Mott MacDonald

A handwritten signature in black ink, appearing to read 'Amber Kirk', written in a cursive style.

Amber N. Kirk, PE
Project Manager

A handwritten signature in black ink, appearing to read 'David D. Skipper', written in a cursive style.

David D. Skipper, PE
Senior Vice President

**Recommended for Approval:
Department Director**

A handwritten signature in black ink, appearing to read 'Jason Autrey', written in a cursive style. The signature is positioned above a horizontal line.

Jason Autrey, PE
Public Works Director

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 2

TASK ORDER AMOUNT: \$ 98,050

CONTRACT # C19-2747
Mott McDonald Florida, LLC
General Engineering Services for PW
EXPIRES: 9/30/2021 w/ one 2 yr renewal

OFFERED BY CONSULTANT:

Mott MacDonald Florida, LLC

FIRM'S NAME

David D. Skipper, PE

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

Senior Vice President

TITLE

1/28/2019

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

SIGNATURE

Public Works Director

TITLE

DATE

1/30/19

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

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

PURCHASING DIRECTOR

DATE

1/21/19

COUNTY ADMINISTRATOR (if applicable)

DATE

1/31/19

CHAIRMAN (if applicable)

DATE



Mr. Scott Bitterman, PE
County Engineer
Okaloosa County Public Works
1759 S. Ferdon Boulevard
Crestview, FL 32536

Your Reference
C19-2747-PW

Our Reference
405772

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

RE: John King Road Improvements from State Road (SR) 85 to Live Oak Church Road – Crestview, FL

Dear Mr. Bitterman:

Mott MacDonald is pleased to provide this proposal to develop the 30% design for John King Road improvements. The project begins at the SR 85/John King Road intersection, identified as the most constrained signal on the SR 85 corridor. Lane addition and storage upgrades extending east along John King Road to Live Oak Church Road are anticipated to relieve SR 85 congestion and further improve safety. Mott MacDonald will provide the design and construction plans for capacity improvements and support the County's right-of-way acquisition process.

Conceptual plans and project objectives were outlined in a 2018 grant application submitted by Okaloosa County to the Florida Department of Transportation (FDOT). Information from this County Incentive Grant Program (CIGP) application is referenced within the project scope as being established in the "Concept Phase."

FDOT coordination will be required due to adjacent projects on SR 85 that will overlap with John King Road design and construction. Additional stakeholders include the City of Crestview, Southcrest Developers, utility owners, and adjacent businesses and property owners.

This Scope of Work will be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County dated 11/09/2018.

Proposal Conditions

- Okaloosa County will provide coordination, appraisal, negotiation, and recording services required by Right-of-Way acquisition
- SR 85 signal/loop analysis and design will be performed by others and incorporated into the current FDOT signalization project (FPID 439965-1-52-01)
- Services not included in this scope of work are construction observation and utility coordination



Scope of Services

1 Task 1 – Data Collection and Analysis

Mott MacDonald will perform data collection and engineering analysis of John King Road improvements based on Concept Phase objectives.

1.1 Engineering Analysis

A combination of Concept Phase document review and site observation will be used as a basis for analysis and design. Mott MacDonald will coordinate with Sunshine 811 in an effort to obtain existing utility information.

Roadway analysis will include an assessment of alignment and profile grade options. SR 85 intersection/signalization analysis will include extensive coordination with FDOT. Hydraulic analysis will include stormwater calculations for existing and proposed conditions. Environmental analysis will be performed in advance of permitting tasks, to include assessment of wetlands impacts and protected species habitat.

Task 1 activities may include collaboration with County, City, and other stakeholders through meetings and phone or email correspondence. Mott MacDonald will coordinate with Okaloosa County prior to contacting external agencies.

1.2 Survey

Mott MacDonald will perform topographic survey of the project limits to encompass all areas necessary for design and construction. The survey shall include the collection of both horizontal and vertical position data for all visible and apparent features.

1.3 Geotechnical Analysis

Mott MacDonald will obtain soil borings and related geotechnical engineering evaluation to assist in pavement and stormwater design. A signed and sealed geotechnical report will be submitted as part of this task.

1.4 Subsurface Utility Engineering (SUE)

Mott MacDonald will obtain SUE data for the project limits to assist with identifying and avoiding potential utility conflicts.

2 Task 2 – 30% Design

Mott MacDonald will prepare a 30% plan set based on Task 1 outcomes. Based on Task 2 review with Okaloosa County, the final design criteria and approach for the project will be established.

2.1 30% Plans

The 30% civil design drawings will include the following:

- Typical sections and miscellaneous construction details
- Plan and profile sheets showing existing and proposed features
- Cross sections showing existing and proposed features



3 Task 3 – Coordination and Management

The following activities are required to ensure open communication and ultimately streamline Tasks 1 and 2. Mott MacDonald will prepare and distribute meeting notes as applicable for each coordination event.

3.1 In-person Meetings

- Okaloosa County review of 30% Plans

3.2 Site Visits

- Initial site visit upon TO approval

3.3 Task Management

- General coordination and administration activities related to task order delivery

Summary

In summary, our not to exceed fee amount is **\$98,050** to include Tasks 1 – 3. We look forward to working with you on this project.

Sincerely,
Mott MacDonald

Handwritten signature of Amber N. Kirk in cursive.

Amber N. Kirk, PE
Project Manager

Handwritten signature of David D. Skipper in cursive.

David D. Skipper, PE
Senior Vice President

**Recommended for Approval:
Department Director**

Handwritten signature of Jason Autrey in cursive.

Jason Autrey, PE
Public Works Director

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 1

TASK ORDER AMOUNT: \$ 24,940

CONTRACT # C19-2747-PW
MOTT MACDONALD FLORIDA, LLC
GENERAL ENGINEERING SERVICES FOR PW
EXPIRES: 0930/2021 W/ ONE -2 YR RENEWAL

OFFERED BY CONSULTANT:

Mott MacDonald Florida, LLC

FIRM'S NAME

David D. Skipper, PE

REPRESENTATIVE'S PRINTED NAME


SIGNATURE

Senior Vice President

TITLE

1/9/2019

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**


SIGNATURE

Public Works Director
TITLE

1/11/19
DATE

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

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


PURCHASING DIRECTOR

01/15/2019
DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE



Mr. Scott Bitterman, PE
County Engineer
Okaloosa County Public Works
1759 S. Ferdon Boulevard
Crestview, FL 32536

Your Reference
C19-2747-PW

Our Reference
406851

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

RE: CIGP Application for the Intersection of State Road (SR) 189/Beal Pkwy and Carmel Drive – Wright, FL

Dear Mr. Bitterman:

Mott MacDonald is pleased to provide this proposal to support development of the 2019 FDOT District Three County Incentive Grant Program (CIGP) application for SR 189/Beal Pkwy and Carmel Drive intersection improvements. This intersection experiences severe turning movement constraints; it is further anticipated that an upcoming FDOT access management project will result in increased turning movements at the Carmel Drive traffic signal. To prepare a compliant and compelling CIGP application package, Mott MacDonald will perform preliminary engineering analysis and design of the intersection upgrades. This package will include application form inputs and the required aerial map of the design concept, typical sections, and cost estimate.

This Scope of Work will be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County dated 11/09/2018.

Proposal Conditions

- For cost and schedule efficiency, Okaloosa County will provide or facilitate access to existing documentation, to include: traffic data, signalization reports, safety and environmental studies, public involvement documentation, construction plans and approved typical sections, right of way maps, pavement design and geotechnical reports, and other information from local agencies or stakeholders deemed relevant to the CIGP application.
- Services not included in this scope of work are construction observation, permitting, and utility coordination.

Scope of Services

1 Task 1 – Engineering

Mott MacDonald will perform preliminary engineering analysis and design of proposed improvements based on the Okaloosa County concept sketch provided December 19, 2018. Task 1 deliverables noted below will be submitted on or before February 11, 2019.

1.1 Research and Analysis

Mott MacDonald will review available references provided by Okaloosa County. Reference data will include engineering reports, safety and environmental studies, public involvement documentation, construction plans and approved typical sections, right of way maps, pavement design and geotechnical reports, and other information from local agencies or stakeholders deemed relevant to the CIGP application.

Mott MacDonald will use site observation in conjunction with publicly available LiDAR and GIS data and permitting resources as a basis for roadway and drainage analysis.

Research and analysis activities may also include collaboration with Okaloosa County, City of Fort Walton Beach, FDOT, OWTPO, and NFWFMD contacts through in-person meetings and phone or email correspondence.

1.2 Preliminary Design

Upon gathering and analyzing data and performing an initial site visit, Mott MacDonald will perform preliminary design of the following requirements:

- An additional left turn lane on Carmel Drive eastbound (EB) at the SR 189/Beal Pkwy signalized intersection, extending from the easternmost Lowe's driveway
- A proposed 6-foot sidewalk along Carmel Drive EB, extending from Bridgeport Colony Lane to SR 189/Beal Pkwy
- A proposed mid-block crosswalk with Rapid Rectangular Flashing Beacon (RRFB) devices, crossing Carmel Drive at the southeast corner of Claeven Circle
- Roadway milling and resurfacing, curb and gutter, drainage, signal modifications, and signing and pavement markings on Carmel Drive
- Delineation of anticipated right of way requirements to construct improvements

Preliminary design of roadway elements will be in accordance with current Okaloosa County and FDOT standards and guidelines.

1.3 Draft Application Package

As required by the CIGP criteria, Mott MacDonald will develop a Draft application package consisting of the following items:

- Aerial Location Map to illustrate preliminary design elements and limits of required right of way
- Typical Sections of Carmel Drive depicting existing and proposed conditions
- Design Report to include a narrative of design decisions, assumptions, and permit requirements



2 Task 2 – Documentation

Following Task 1 review and approval by Okaloosa County, Mott MacDonald will prepare a final CIGP application package compliant with FDOT requirements. Task 2 efforts include all final revisions following Okaloosa County review. Task 2 deliverables detailed below will be submitted on February 28, 2019.

2.1 CIGP Application

Mott MacDonald will draft all CIGP application entries with input from Okaloosa County. The application form requires the following items be addressed:

- **Project Overview Information** – Background data and a project location map
- **Project Eligibility Criteria** – Descriptions of 1) the project's alignment to CIGP evaluation criteria and 2) the project scope and specific considerations
- **Additional Project Information** – Discussion of right of way, public involvement, and funding elements relevant to the proposed project
- **Project Cost Estimate** – Summary of estimated cost with a breakdown of CIGP and Local funds for design, construction, and CEI

2.2 Final Aerial Location Map

The Aerial Location Map will be revised to concur with Okaloosa County design review of Task 1.

2.3 Final Typical Sections

The Typical Sections will be revised to concur with Okaloosa County design review of Task 1.

2.4 Final Cost Estimate

Mott MacDonald will use available reference data and preliminary design information to approximate required construction quantities and schedule. A cost estimate will be developed for design, construction, and CEI items based on FDOT Basis of Estimates and Historical Cost Information for Area 1, which includes Okaloosa County.

2.5 Final Design Report

The Design Report will be updated to reflect final design decisions and assumptions related to the CIGP application.

3 Task 3 – Coordination and Management

The following activities are required to ensure open communication and ultimately streamline Tasks 1 and 2. Mott MacDonald will prepare and distribute meeting notes as applicable for each coordination event.

3.1 Meetings

- Initial site visit upon TO approval
- Okaloosa County review of Task 1 deliverables
- Site visit as required for clarifications following review
- Okaloosa County review of Task 2 deliverables

3.2 Stakeholder Coordination

- Ongoing correspondence for design and review coordination among various stakeholders, including State, County, City, regulatory agencies, and utility owners
- Response to FDOT comments following March 2019 submittal

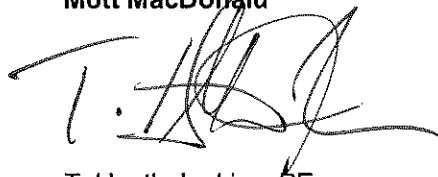
3.3 Task Management

- General coordination and administration activities related to task order delivery

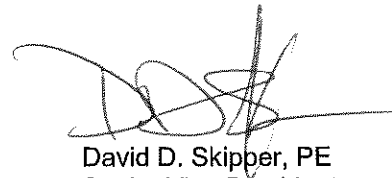
Summary

In summary, our not to exceed fee amount is **\$24,940** to include Tasks 1 – 3. We look forward to working with you on this project.

Sincerely,
Mott MacDonald

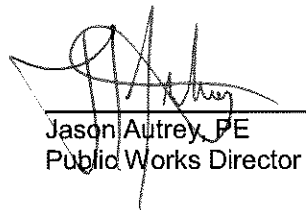


T. Heath Jenkins, PE
Senior Project Manager



David D. Skipper, PE
Senior Vice President

**Recommended for Approval:
Department Director**



Jason Autrey, PE
Public Works Director

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A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. [Log In](#)

[Login.gov FAQs](#)

- ⚠ ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ⚠ ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

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Your search for returned the following results...

| | | |
|--|-----------------------------------|------------------------------|
| Entity | CHATHAM, TOWNSHIP OF | Status: Active |
| DUNS: 051042950 | CAGE Code: 416T3 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 04/23/2019 | Debt Subject to Offset? No | |
| Purpose of Registration: Federal Assistance Awards Only | | |

Result Page: 1

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10M-P-20181107-1216
WWW6

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2018

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

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

| PRODUCER Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>RECEIVED</p> <p>JUL 03 2018</p> <p>BY: P. A. C. H.</p> <p>Recieved by</p> <p>JUL 02 2018</p> <p>Risk Management</p> </div> | CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com | | | | | | | | | | | | | |
|--|--|--|--|-------------------------------|--------|---|-------|---|-------|--|-------|---|-------|------------|--|
| | | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Fireman's Fund Insurance Company</td> <td>21873</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of Ame</td> <td>25674</td> </tr> <tr> <td>INSURER C: American Automobile Insurance Company</td> <td>21849</td> </tr> <tr> <td>INSURER D: Underwriters at Lloyd's London</td> <td>15792</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: Fireman's Fund Insurance Company | 21873 | INSURER B: Travelers Property Casualty Company of Ame | 25674 | INSURER C: American Automobile Insurance Company | 21849 | INSURER D: Underwriters at Lloyd's London | 15792 | INSURER E: | |
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| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** W6563882 **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 | ADDITIONAL INSURED | SUBROGATION | 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 checked="" type="checkbox"/> LOC OTHER: | Y | | MZX80988373 | 06/30/2018 | 06/30/2019 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | MZX80988373 | 06/30/2018 | 06/30/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 | | | ZUP-15891842-18-NF | 06/30/2018 | 06/30/2019 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below. | N/A | Y | SCW0029061801 | 06/30/2018 | 06/30/2019 | <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 Liab. | | | B080120388P18 | 06/30/2018 | 06/30/2019 | Per Claim/Aggregate: \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached. If more space is required)
Contract numbers C14-2080-PW and C06-1343-PW.

Okealoosa County Board of County Commissioners is included as Additional Insured as respects to General Liability and Auto Liability as per written contract or agreement.

Waiver of Subrogation applies in favor of Okealoosa County Board of County Commissioners with respects to Worker's

| | |
|--|---|
| CERTIFICATE HOLDER Okealoosa County Board of County Commissioners 302 N. Wilson St., Suite 302 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 |



Board of County Commissioners Purchasing Department

State of Florida

Date: August 17, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ PW 51-18

General Engineering Services for Okaloosa County Public Works

The Public Works Department would like to thank all businesses which submitted proposals to the General Engineering Services for Okaloosa County Public Works. (RFQ PW 51-18)

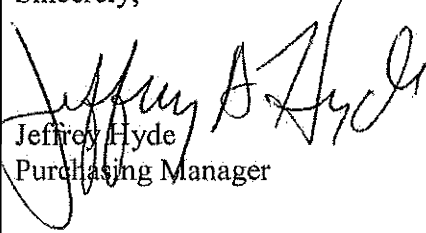
After in-depth examination of all proposals in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

American Consulting Engineers, Inc.
AVCON, Inc.
Baskerville-Donovan, Inc.
DRMP, Inc.
HDR Engineering, Inc.
Mott MacDonald Florida, LLC

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

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,


Jeffrey Hyde
Purchasing Manager

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

Procurement/Contract/Lease Number: DBO 51-18 Tracking Number: 3113-18
Procurement/Contractor/Lessee Name: Matt MacDonald Grant Funded: YES X NO
Purpose: Contract for Eng Services
Date/Term: 3yrs w 21yr renewals 1. GREATER THAN \$100,000
Amount: per task order 2. GREATER THAN \$50,000
Department: PLD 3. \$50,000 OR LESS
Dept. Monitor Name: Autrye

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 9-7-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason

Includes FEMA § 2 CFR **2CFR Compliance Review (if required)** FEMA
Approved as written:
Sawitt Date: 9.10.18
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written:
Krystal King Date: 9-12-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 9-21-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:
Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, September 21, 2018 7:36 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Mott MacDonald Draft Contract
Attachments: draft contract mott macdonald. 91118docx.docx

The Mott MacDonald contract is approved for legal purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Friday, September 21, 2018 8:29 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Mott MacDonald Draft Contract

Here you go. I think it is good now.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Thursday, September 20, 2018 4:47 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: Mott MacDonald Draft Contract

Hey DeRita:

There is still an issue with the Exhibits and the inconsistency of the labeling as delineated in the comments in my first revisions.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Tuesday, September 11, 2018 11:37 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Mott MacDonald Draft Contract

Here you go.

CONTRACT FOR GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS

(Master Services Agreement)

Between

The Board of County Commissioners of Okaloosa

County And

Mott MacDonald Florida, LLC

This Agreement made on November 6, 2018 between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and Mott MacDonald Florida, LLC [CONTRACTOR], a Florida Limited Liability Company authorized to conduct business in the State of Florida, having its principal office located 220 West Garden St., Suite 700, Pensacola, FL 32502.

RECITALS

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

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

WHEREAS, the CONTRACTOR has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONTRACTOR submitted to the COUNTY dated July 18, 2018 in response to RFQ #PW 51-18; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "C" attached hereto.

NOW, THEREFORE, in consideration of the mutual promises herein, the COUNTY and the CONTRACTOR 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. Contractor's proposal submittal to RFQ #PW 51-18 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

Basic Services. Services to be provided from Contractor, include but are not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts; design-build services; road construction; road reconstruction; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations and reports; solid waste management; water and wastewater; parks and recreation; facilities management; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grant administration; geotechnical studies; architecture and/or structural engineering for new or modified structures; site engineering; and any other type of project which may be under the purview of the Public Works Department or any other County department. Services of the contractor shall be under the general direction of the County Department Director initiating

**CONTRACT#: C19-2747-PW
MOTT MACDONALD FLORIDA, LLC
GENERAL ENGINEERING SERVICES FOR PW
EXPIRES: 09/30/2021 W/ONE 2 YR RENEWAL**

the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

- 1.2. The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT.

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

- 1.3. **Term of AGREEMENT.** This AGREEMENT will become effective from October 1, 2018, or upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2021. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for one (1) two (2) year period. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid for the individual task orders. Regarding the previous TASK ORDER AGREEMENT FOR CONTRACTOR SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

SECTION 2. ADDITIONAL SERVICES

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

SECTION 3. OBLIGATIONS OF THE COUNTY

- 3.1. **The COUNTY's Responsibilities.** It is agreed that certain obligations shall be performed or furnished by the COUNTY. These obligations include:
 - 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
 - 3.1.2. Arranging for and holding promptly any required meetings.
 - 3.1.3. Provide boundary and topographical surveys of the APWRF property. Furnish depth of existing utilities on the topographical survey at locations where horizontal directional bores or jack-and-bores are required.
 - 3.1.4. Making available to the CONTRACTOR all known existing information which may, in any way, be pertinent to the work herein described. CONTRACTOR will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.
 - 3.1.5. Respond within a reasonable time to the CONTRACTOR's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONTRACTOR.
 - 3.1.6. Giving prompt written notice to the CONTRACTOR whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONTRACTOR's performance of services under this AGREEMENT.

SECTION 4. General CONTRACTOR Obligations.

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

SECTION 5. Contractor Indemnification and Claims.

- 5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and CONTRACTOR for other contractor's negligence.
- 5.2. The COUNTY shall require construction contractor(s) to name the COUNTY and CONTRACTOR as additional insureds on the contractor's general liability insurance policy.
- 5.3. **Changes.** The COUNTY may make or approve changes within the Scope of Services. If such changes affect CONTRACTOR's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment in writing fully executed by both parties to the AGREEMENT.
- 5.4. **Indemnification.** CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONTRACTOR, CONTRACTOR's employees, affiliated corporations, and subcontractors in connection with Services performed. The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

SECTION 6. TIME SCHEDULE

- 6.1. **Authorization.** Unless otherwise directed by the COUNTY, in writing, the CONTRACTOR shall commence the performance of the Basic Services upon execution of the AGREEMENT by both parties which shall constitute Authorization to Proceed.

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

SECTION 7. AMOUNT AND METHOD OF PAYMENT

- 7.1. **Method of Payment.** For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with each authorized Task Order. CONTRACTOR will submit invoices for each Task Order to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared in CONTRACTOR's standard form and supported by documentation according to CONTRACTOR's standard practice. CONTRACTOR shall submit a progress report with each invoice. Within thirty (30) days of receipt of the invoice, the COUNTY shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within thirty (30) days, only that portion so reasonably contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONTRACTOR shall clearly state "Final Invoice" on the CONTRACTOR's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close all future billings and future charges shall be waived by CONTRACTOR. CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.
- 7.2. **Payment by the COUNTY.** The COUNTY will process payment to the CONTRACTOR within thirty (30) days after receipt of CONTRACTOR's invoice.
- 7.3. **Compensation.** The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on either a lump sum amount basis, or on CONTRACTOR's rates, included as Exhibit A, for the actual time worked on the project. Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.
- 7.3.1. Direct Expenses are those necessary costs and charges incurred for the project as described in the Task Order and further explained in Exhibit A. CONTRACTOR 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 CONTRACTOR shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent written and fully executed Amendment of this AGREEMENT.
- 7.3.2. Rates to be utilized for the duration of this AGREEMENT are as described in the fee schedule included as Exhibit A. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses, as outlined in Exhibit A.

SECTION 8. CHANGES

- 8.1. **Written Authorization.** The COUNTY may, at any time, by written fully executed amendment to the AGREEMENT, make changes in the services or work to be performed within the general scope of this AGREEMENT, including alterations, reductions, therein or additions thereto.
- 8.2. **Equitable Adjustment.** Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall (1) if requested by the COUNTY, provide an estimate

for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in a fully executed written amendment.

SECTION 9. DISPUTES

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

SECTION 10. DELAY OR SUSPENSION OF WORK

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

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

SECTION 11. TERMINATION OF AGREEMENT

11.1. Written Notice. This AGREEMENT may be terminated by the COUNTY, without cause for convenience, with thirty (30) calendar days' written notice. Furthermore, this AGREEMENT may be terminated with written notice for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter.

11.2. Adjustment for Services Performed. In the event that this AGREEMENT is terminated by either party, the CONTRACTOR shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT or subsequent Amendments, unless otherwise agreed.

11.3. Termination for non-adherence to Public Records. This AGREEMENT may be unilaterally canceled by the COUNTY for unlawful refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with this AGREEMENT and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Art. 1, Florida Constitution.

SECTION 12. INSURANCE

12.1. CONTRACTOR's Coverage. Prior to commencing work, the CONTRACTOR shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to the COUNTY in a form acceptable to the COUNTY. Insurance carriers for General Liability and Motor Vehicle Liability shall be A+ rated by AM

Best Company, and insurance carriers for Professional Liability shall be A rated by AM Best Company. All insurance carriers shall have a financial size of X or higher.

- 12.2. Additional Insured.** The CONTRACTOR's policies or certificates for general and motor vehicle liability insurance shall name the COUNTY as an Additional Insured.
- 12.3. Certificate of Insurance.** All policies or certificates therefore, shall provide that thirty (30) days prior to cancellation or material change in the policies, notice of same shall be given to the COUNTY by certified mail, return receipt requested, for all policies so affected.
- 12.4. Minimum Coverage.** The minimum required coverage is the following:
- 12.4.1. Worker's Compensation and Employer's Liability.** Worker's Compensation in compliance with the statutory requirements of the State and Employer's Liability in compliance with the statutory requirements of the State.
- 12.4.2. General Liability.** 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 CONTRACTOR with respect to all work performed by the CONTRACTOR under this AGREEMENT.
- Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident
- 12.4.3. Motor Vehicle Liability.** Motor vehicle liability insurance including all owned, hired, or non-owned vehicle equipment for minimum limits of:
- Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident
- 12.4.4. Professional Liability.** Professional liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate.

SECTION 13. GENERAL PROVISIONS

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

13.3.1. Representatives.

13.3.1.1. The authorized representatives of the COUNTY shall be:

Name: Jason Autrey
Title: Director
Company: Okaloosa County Public Works
Department
Address: 1759 S. Ferdon Boulevard
Crestview, FL 32536
Telephone: 850.689.5772
Fax: 850.689-5715
E-Mail: jautrey@myokaloosa.com

13.3.1.2. The authorized representative for CONTRACTOR shall be:

Name: David D. Skipper
Title: Senior Vice President
Company: Mott MacDonald Florida, LLC
Address: 220 West Garden St., Suite 700
Pensacola, FL 32502
Telephone: 850-484-6011
Fax: 850-484-8199
Email: david.skipper@mottmac.com

13.3.1.3 Courtesy copy to:

Contracts & Leases Coordinator
DeRita Mason
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Fax: 850-689-5998

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

- 13.4. Entire AGREEMENT.** This AGREEMENT, including any Amendments, schedules, attachments and referenced documents, is the entire agreement between the COUNTY and the CONTRACTOR. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and fully executed by the COUNTY and CONTRACTOR. Attachments included and incorporated herein by reference are:
- 13.4.1.** Exhibit A – Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services to OCPW.
 - 13.4.2.** Exhibit B - CONTRACTORS proposal submittal to the COUNTY for RFQ #PW 51-18, 2018.
 - 13.4.3.** Exhibit C- Federal Standard Contract Clauses.
- 13.5. Governing Law & Venue** This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.
- 13.6. Compliance with the Law.** CONTRACTOR shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this AGREEMENT. CONTRACTOR acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.
- 13.7. Waivers and Severability.** Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.
- 13.8. Covenants.**
- 13.8.1.** The standard of care applicable to CONTRACTOR's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any engineering or related services not meeting this standard without additional compensation. CONTRACTOR represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONTRACTOR shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.

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

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

13.10. Unauthorized Employment. The employment of unauthorized aliens by CONTRACTOR and any subcontractors subcontracted by the CONTRACTOR is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13.11. Confidentiality and Public Records.

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

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

13.11.3. Public Records. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT

5479 OLD BETHEL ROAD CRESTVIEW, FL 32536. PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us. CONTRACTOR must comply with the public records laws, Florida Statute Chapter 119, specifically CONTRACTOR must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- 13.12. Conflict of Interest.** CONTRACTOR warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONTRACTOR's impartial performance of its services.
- 13.13. Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- 13.14. Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- 13.15. Publicity.** CONTRACTOR shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.
- 13.16. Taxes.** CONTRACTOR agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or

federal law, as it pertains to this AGREEMENT. CONTRACTOR further agrees that it shall protect, reimburse, and indemnify the COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.

13.17. CONTRACTOR's Personnel at Construction Site.

- 13.17.1.** The presence or duties of CONTRACTOR's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONTRACTOR or CONTRACTOR's personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.
- 13.17.2.** CONTRACTOR and CONTRACTOR'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 CONTRACTOR's own personnel.
- 13.17.3.** The presence of CONTRACTOR's personnel at a construction site is for the purpose of providing to the COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONTRACTOR neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

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

- 14.1.1. Opinions of Cost, Financial Considerations, and Schedules.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, CONTRACTOR 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, CONTRACTOR makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from CONTRACTOR's opinions, analyses, projections, or estimates. The COUNTY will employ an independent cost estimator, contractor, or other appropriate advisor if the COUNTY requires greater assurance as to any element of cost, feasibility, or schedule.

- 14.1.2. Advertisements, Permits, and Access.** Unless otherwise agreed to in the executed Task Orders, the COUNTY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONTRACTOR's services or project construction.
- 14.1.3. CONTRACTOR's Deliverables.** CONTRACTOR's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONTRACTOR are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- 14.1.4. Legal Assistance.** The Scope of Services in this AGREEMENT does not include costs of CONTRACTOR for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONTRACTOR by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.
- 14.1.5. Audit and Record Keeping.** The COUNTY and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONTRACTOR with the terms, conditions, obligations, limitations, restrictions and requirements of this AGREEMENT and such right shall extend for a period of five (5) years after termination of this AGREEMENT. The CONTRACTOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

SECTION 15. AUTHORIZATION FOR EXECUTION

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

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

MOTT MACDONALD FLORIDA, LLC

Kendall L. Kilpatrick / Senior V.P.
Printed Name/Title

Kendall L. Kilpatrick
Signature

9-26-2018
Date:

OKALOOSA COUNTY, FLORIDA

Charles H. Wainwright, III
Graham W. Fountain, Chairman

Date: 11 / 01 / 2018

ATTEST: *J.D. Peacock II*
J.D. Peacock II, Clerk

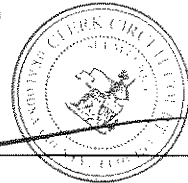
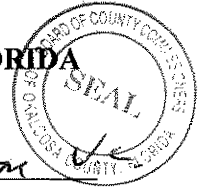




EXHIBIT "B"

REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
GENERAL ENGINEERING SERVICES FOR OKALOOSA
COUNTY PUBLIC WORKS

RFQ NUMBER:
RFQ PW 51-18

LAST DAY FOR QUESTIONS:

July 6, 2018 3:00 P.M. CST

RFQ OPENING DATE & TIME:

July 18, 2018 3:00 P.M. CST

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

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be sealed and received by the Okaloosa County Clerk of Court by the "RFQ Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

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

COMPANY NAME Mott MacDonald Florida, LLC

MAILING ADDRESS

220 West Garden Street, Suite 700

CITY, STATE, ZIP Pensacola, Florida, 32502

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-1294824

TELEPHONE NUMBER: (850) 484-6011 EXT: N/A FAX: (850) 484-8199

EMAIL: David.Skipper@mottmac.com

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

AUTHORIZED SIGNATURE: 

PRINTED NAME: David D. Skipper

TITLE: Senior Vice President

DATE: July 7, 2018

GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS

Pursuant to section 287.055, Florida Statutes, and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from professional engineering firms for public infrastructure projects for professional engineering services including but not limited to: engineering studies and design; surveys; obtaining necessary federal, state, and local governmental agency permits; construction management; coastal management; environmental studies; solid waste management; water and wastewater; parks and recreation; facilities management; grant administration; geotechnical studies; architecture and/or structural engineering; and any other type of project which may be under the purview of the Public Works Department or any other County department. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

Agencies desiring consideration should provide an original and six (6) copies of their Request for Qualifications (RFQ) with the agency's areas of expertise identified. Submissions should be portrait orientation, unbound, and 8 1/2" x 11" where practical. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html.

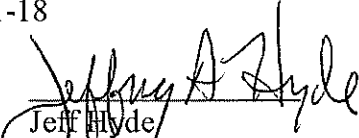
Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **July 18, 2018 @ 3PM** to be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non- delivery.

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

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

All submittals should be addressed as follows:

Okaloosa County Purchasing Department
RE: General Engineering Services for OCPW, RFQ PW 51-18
5479A Old Bethel Road
Crestview, FL 32536


Jeff Hyde
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL
Graham W. Fountain Chairman

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ):
GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS**

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

It is the intent of Okaloosa County, on behalf of its Public Works Department (OCPW), to contract with multiple professional engineering firms for engineering services including but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts; design-build services; road construction; road reconstruction; signalization projects; traffic studies; storm water management; erosion control; environmental investigations and reports; solid waste management; water and wastewater; parks and recreation; facilities management; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grant administration; geotechnical studies; architecture and/or structural engineering for new or modified structures; site engineering; and any other type of project which may be under the purview of the Public Works Department or any other County department. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

The County's five year plan of projects will consist of the following ratio:

- Road Improvement/Work 60%
- Stormwater Improvements 20%
- Other/Grant Related Work 20%

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

The term of this contract will be for three (3) years with one (1) two (2) year renewal option. The terms of the renewal period will be negotiated up front and finalized into the initial three-year contract. The County reserves the right to award multiple contracts.

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

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

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

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

Submittals to be submitted in the format described below:

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

Evaluation/Selection of Submittals – The submittals will be reviewed by the County's Standing Selection Committee. Proposals should be responsive to the items identified in this RFQ and contain no more than 45 pages. One piece of paper printed front and back is considered two pages. The 45 page maximum includes all required forms and certification copies, but excludes the cover and table of contents.

Responsiveness to Proposal-15 pts

- a. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County.

Firm's Qualifications-15 pts

- a. Firm's reputation and competence, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
- b. Firm's capacity to perform future work.

- c. The firm's ability to observe and advise whether plans and specifications are being complied with.
- d. Financial responsibility and solvency.
- e. Demonstrated expertise and experience in utilizing various design and modeling software.

Past Accomplishments-20 pts

- a. Fields of work for which the firm is proposing to perform.
- b. Experience with programs similar in size and scope to those herein proposed.
- c. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.

Proposed Project Team-10 pts

- a. Qualifications and responsibilities of personnel to be assigned to the program.
- b. Technical Education and Training of the proposed project team.

Regulatory and Grant Experience-10 pts

- a. Extent of experience and past performance when working with FDEP, NFWFMD, FDOT, USACE, EPA, FAA, and Eglin AFB in the capacity as an agent attempting to obtain permits and approvals.

Performance Assurance-15 pts

- a. Firm's capability to meet schedules.
- b. Willingness to meet time and budget requirements including past performance examples.

References-5 pts

- a. Feedback from references, representative of past experience preferably in the State of Florida similar to the services described herein.

Geographic Location-10 pts

- a. Geographic location of personnel supporting this effort and physical proximity to respond to Okaloosa County questions and concerns is a key factor. Points will be awarded for project management staff located within 150 miles of Okaloosa County. This radius would allow response to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements.

1. Review of all submittals received will proceed as follows:
 - a. The Standing Selection Committee will review all written documents submitted.
 - b. The committee's ranking of prospective firms shall be based on aforementioned criteria.
 - c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.
2. Presentation of the rankings, selections, agreements and proposed contracts will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department's policy related to the acquisition of services.
3. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County's Purchasing Department policy.

4. Direct one-on-one contact with the Committee members, County Commissioners or County Administrator is **prohibited** (1 exception: if the contact pertains to a specific existing Contract/Task Order) during the procurement process. Any questions during this period should be directed to the Purchasing Manager or their appointed representative.

SPECIAL CONDITIONS

1. **Proposal Information** - Questions concerning proposal requirements or specifications should be directed to the Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to solicitations shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.

2. **Compliance with Florida Statute 119.071** - The CONTRACTOR shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONTRACTOR: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract.

3. **Right to Waive and Reject**
 - A. The Board, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Manager to emphasize this condition to potential proposers.

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

 - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

4. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
 - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

 - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

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

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

9. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or

spouses or child's interest and the nature of the intended business.

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

10. **Identical Tie Proposal** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
11. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

12. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
13. **Proposal Opening Information** - Proposal Opening shall be public, on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable.

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

14. **Cone of Silence Clause** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

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

15. **Payments** – The contractor shall be paid based on each Task Order performed for the County in referenced to the contract with the County. They need to be submitted, in duplicate, to the Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., Crestview, FL, 32536. The invoices must confirm to the prices stipulated herein for articles delivered and accepted.

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

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

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

LIMITS OF LIABILITY

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

| | <u>LIMIT</u> |
|--------------------------|-------------------------|
| 1. Worker's Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$500,000 each accident |

| | | |
|----|---------------------------------|--|
| 2. | Business Automobile | \$1M each occurrence (A combined single limit) |
| 3. | Commercial General Liability | \$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations |
| 4. | Personal and Advertising Injury | \$1M each occurrence |
| 5. | Professional Liability (E&O) | \$1M each claim |

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

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

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

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

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

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

2. **PREPARATION OF QUALIFICATIONS** – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.

- A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
- B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
- C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- D. Qualifications submitted by an individual shall show the respondent's name and official address.
- E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner

indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.

- F. All signatures shall be in blue ink. All names should be typed or printed below the signature.
- G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
- H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

3. INTEGRITY OF QUALIFICATIONS DOCUMENTS - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

4. SUBMITTAL OF QUALIFICATIONS – Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

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

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

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

6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security prior to the end of this period.

7. CONDITIONAL & INCOMPLETE QUALIFICATIONS - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.

8. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County’s best interest.
9. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

10. AWARD OF CONTRACT-

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

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

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

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

11. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
12. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
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.
14. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of

its branches.

15. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
16. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
17. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
18. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
19. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

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

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

so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

21. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
22. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
23. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
24. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
25. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
26. **The following documents are to be submitted with the qualifications packet:**
 - A. Drug-Free Workplace Certification Form
 - B. Conflict of Interest
 - C. Federal E-Verify
 - D. Cone of Silence Form
 - E. Indemnification and Hold Harmless
 - F. Addendum Acknowledgement
 - G. Company Data
 - H. System Award Management Form
 - I. List of References
 - J. Certification Regarding Lobbying
 - K. Sworn Statement – Public Entity Crimes
 - L. Exhibit “B” General Grant Funding Special Proposal Conditions

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: July 7, 2018

SIGNATURE: 

COMPANY: ADDRESS: _____

NAME: David D. Skipper
(Typed or Printed)

Mott MacDonald Florida, LLC

TITLE: Senior Vice President

220 W. Garden St., Ste. 700

E-MAIL: David.Skipper@mottmac.com

Pensacola, Florida, 32502

PHONE NO.: (850) 484-6011

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO X

NAME(S)

POSITION(S)

FIRM NAME: Mott MacDonald Florida, LLC

BY (PRINTED): David D. Skipper

BY (SIGNATURE): 

TITLE: Senior Vice President

ADDRESS: 220 West Garden Street, Suite 700

 Pensacola, FL 32502

PHONE NO. (850) 484-6011

E-MAIL David.Skipper@mottmac.com

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: July 7, 2018

SIGNATURE: 

COMPANY: Mott MacDonald Florida, LLC

NAME: David D. Skipper

ADDRESS: 220 W. Garden St., Ste. 700, Pensacola, FL 32502

TITLE: Senior Vice President

E-MAIL: David.Skipper@mottmac.com

PHONE NO.: (850) 484-6011

CONE OF SILENCE

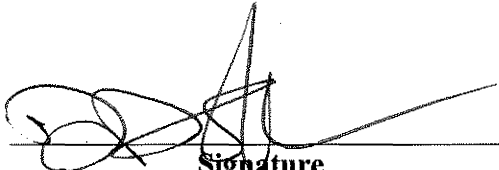
The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents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

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

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

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

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

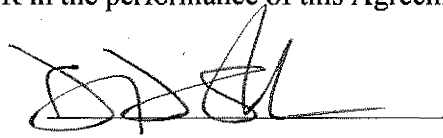
I  _____ representing Mott MacDonald Florida, LLC
Signature Company Name

On this 2nd day of July 2018 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

Mott MacDonald Florida, LLC



Proposer's Company Name

Authorized Signature – Manual

220 W. Garden St., Ste. 700, Pensacola, FL 32502

David D. Skipper

Physical Address

Authorized Signature – Typed

220 W. Garden St., Ste. 700, Pensacola, FL 32502

Senior Vice President

Mailing Address

Title

(850) 484-6011

(850) 484-8199

Phone Number

FAX Number

(850) 698-3511

(850) 698-3511

Cellular Number

After-Hours Number(s)

July 7, 2018

Date

COMPANY DATA

Respondent's Company Name: Mott MacDonald Florida, LLC

Physical Address & Phone #: 220 West Garden Street, Suite 700

Pensacola, Florida, 32502

(850) 484-6011

Contact Person (Typed-Printed): David D. Skipper

Phone #: (850) 602-9776

Cell #: (850) 698-3511

Federal ID or SS #: 59-1294824

DUNNS/SAM #: 061919205

Respondent's License #: 155

Fax #: (850) 484-8199

Emergency #'s After Hours,
Weekends & Holidays: (850) 698-3511

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

Offerors SAM information:

| | |
|-----------------|------------------------------------|
| Entity Name: | <u>Mott MacDonald Florida, LLC</u> |
| Entity Address: | <u>220 W. Garden St., Ste. 700</u> |
| Duns Number: | <u>061919205</u> |
| CAGE Code: | <u>416T3</u> |

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:

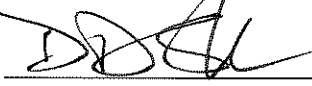
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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,__, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 _____ Signature of Contractor's Authorized Official

David D. Skipper
Senior Vice President _____ Name and Title of Contractor's Authorized Official

July 2, 2018 _____ Date

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

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

1. This sworn statement is submitted for Okaloosa County

2. This sworn statement is submitted by Mott MacDonald Florida, LLC

Whose business address is: 220 W. Garden St., Ste. 700, Pensacola, FL 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is . 59-1294824

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is David D. Skipper and my relationship to the entity named above is Senior Vice President

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

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

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Date: 7/10/18 Signature: [Signature]

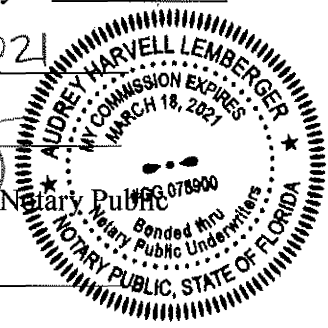
STATE OF: FLORIDA

COUNTY OF: ESCAMBIA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 10th day of July, in the year 2018.

My commission expires: March 18, 2021

Notary Public [Signature]



Print, Type, or Stamp of Notary Public
Personally known to me, or Produced Identification:

Type of ID

EXHIBIT B
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

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

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

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

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

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

16. Record Retention:

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

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

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

19. Safeguarding Personal Identifiable Information

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

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

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

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

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

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

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

DATE: July 2, 2018

SIGNATURE: 

COMPANY: Mott MacDonald Florida, LLC

NAME: David D. Skipper

ADDRESS: 220 W. Garden St., Ste. 700
Pensacola, FL 32502

TITLE: Senior Vice President

E-MAIL: David.Skipper@mottmac.com

PHONE NO.: (850) 484-6011

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

Re: RFQ PW 51-18 General Engineering Services for Okaloosa County Public Works

July 18, 2018

Dear Members of the Selection Committee,

Mott MacDonald
220 West Garden Street
Suite 700
Pensacola, FL 32502
P: 850.484.6011
F: 850.484.8199

mottmac.com

The communities within Okaloosa County are vibrant and offer a four-season paradise for residents and tourists alike and it is critical that we maintain your infrastructure for the citizens, visitors, and seasonal residents to enjoy. With improvements planned for a number of residential communities and high-traffic roads, the County is in exciting times. To continue improvement plans like these, the County needs a team to plan, design, and oversee construction of your infrastructure to support both the preservation and growth of the area. This need should be backed by an engineering team you can trust.

As a local firm, Mott MacDonald realizes that an important aspect of supporting Okaloosa County's mission and goals is ensuring that modern, resilient, and secure infrastructure is planned in advance and that practical plans for upgrading and maintaining your facilities, roadways, utilities, and public areas will ensure uninterrupted quality service and allow you to focus on what's truly important — the communities.

Mott MacDonald has provided engineering and related services for many neighboring cities and counties for over 40 years and directly to Okaloosa County for over a decade. Similar clients have allowed us to successfully design key projects to maintain and grow infrastructure that enhance growth opportunities for our communities. Through our experiences, we recognize that a practical and achievable plan in concert with Okaloosa County's vision will be critical to the successful execution of every project.

Mott MacDonald is a global engineering, management, and development consultancy firm with a wealth of experience in a wide variety of projects in Northwest Florida, the US, and across the globe. Innovative solutions, advanced analysis and modeling technology, and concentrated design experience are hallmarks of our engineers. Our presence in Northwest Florida, combined with the available resources of our local and nationwide network, offer the benefit of responsiveness and personalized services, depth of expertise, range of experience, attention to detail, and ensure efficient project execution and excellent project performance.

We believe that the Mott MacDonald team is highly qualified for these on-call services, and we offer you multiple benefits:

An understanding of work to be done—and your needs. Our team was selected in the County's previous on-call contract and we are currently working on several important projects for and in Okaloosa County. We've done this before, and we'd like to continue to provide quality, detailed, and personalized service to you.

Previous experience and working relationships with Okaloosa County. Our local Pensacola-based team has worked as an extension of your staff for many years, surveying, designing, and overseeing construction of roadways, stormwater, site development, utilities, structures, and marine projects. We understand your needs and want to continue this working relationship.

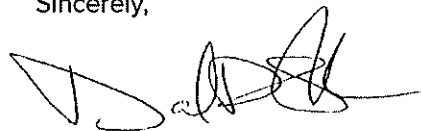
An exceptional team of local management and technical experts. With over 80 professionals based in Pensacola, Mott MacDonald has local staff to address every design challenge. Mr. Heath Jenkins, PE will direct the efforts of the proposed team and will serve as the County's point of contact with the firm. Mr. Jenkins brings a wealth of civil design, project management, and construction administration experience to this team and has enjoyed a long and respected career serving local government agencies under similar general engineering contracts.

On-schedule and on-budget service. We realize that project budgets and schedules are of critical importance to the County. We employ an in-house quality control system that ensures the team's ability to meet schedules within the established budgets for the assigned projects. Our team is ready to work collaboratively with the County's staff to provide the utmost quality service and deliverables for every project.

A trusted advisor focused on quality. Dozens of Florida municipalities and government agencies trust their on-call needs to Mott MacDonald. Our proposed team is dedicated to quality and responsiveness. Our clients have seen us as a trusted advisor for decades, and we consistently receive repeat business, providing engineering design, studies, master planning, funding assistance, permitting, and services during construction. This is a partnership that we take seriously and value greatly. We want to be an extension of the County's staff and be there for you.

We appreciate the opportunity to continue working in partnership with Okaloosa County and ask that you select Mott MacDonald to deliver these most important projects.

Sincerely,



David Skipper, PE
Senior Vice President
david.skipper@mottmac.com



T. Heath Jenkins, PE
Principal Project Manager
heath.jenkins@mottmac.com

Business credentials



Years in business

Our firm has been in business in Florida since 1970, a total of 48 years.



Years in business globally

Mott MacDonald was founded in 1902, resulting in 116 years in operation.



Parent company

Mott MacDonald Group, Inc.
111 Wood Avenue South
Iselin, NJ 08830



Location of staff

Our Pensacola office is located at 220 West Garden Street and has 84 professional staff.



Florida branch offices

Pensacola, Chipley,
Tallahassee, Panama City,
Jacksonville, Delray Beach,
Tampa.

About the firm

Mott MacDonald is a global engineering, management, and development firm delivering innovative solutions for both public and private clients. Mott MacDonald has won more than 550 international awards in the last decade, and was named Global Consultant of the Decade in 2013 by New Civil Engineer and the Association for Consultancy & Engineering.

Mott MacDonald in North America (formerly the joint venture Hatch Mott MacDonald) is a practice-driven organization, led by a network of national and regional practice leaders who are experienced professionals. While we are conventionally structured, our practice culture seeks to ensure the consistent delivery of excellent services, regardless of location.

We provide our clients the advantages of size and stability that come from a \$2 billion international engineering consultant paired with the personal service and accessibility of a small, local firm. Our Pensacola office includes 84 engineering professionals and support staff that are within an hour drive to Okaloosa County. Should construction administration services also be needed for a project, our local CEI staff will be readily available to proactively administer construction and materials inspection, engineering, and documents control.

Our history

Headquartered in Croydon, UK, Mott MacDonald was founded in 1902 (as Mott & Hay) by engineers Basil Mott and David Hay. Since 1888, both men had worked together on the City and South London Railway. The Mott MacDonald Group gained its current name in 1989, when Mott, Hay & Anderson (as it was then called) merged with Sir M. MacDonald & Partners. As Advisor to Egypt's Ministry of Public Works, Sir Murdoch MacDonald was involved in the construction and the first heightening of the Aswan Dam, which was completed in 1912.

Mott MacDonald has expanded over the years through the acquisition of many companies and now spans the globe, with 180 principal offices in nearly 50 countries.

Mott MacDonald in North America

In 1996, Mott MacDonald and the Canadian company Hatch created a joint venture called Hatch Mott MacDonald to take advantage of engineering opportunities in North America. The company grew rapidly, notably in 2001 with the acquisition of Killam Associates, gaining a reputation as one of North America's premier water, wastewater, environmental, tunneling, and transit engineering firms.

In 2016, after winning a series of landmark engineering projects and quadrupling its revenue over the previous 10 years, Hatch Mott MacDonald was divided into two separate businesses, with Canadian operations joining Hatch and US operations joining Mott MacDonald.

Expertise

- Asset management
- Aviation
- Buildings
- Coastal
- Digital infrastructure
- Education
- Environment
- Fire and life safety
- Highways and bridges
- Pipelines
- Power
- Ports
- Project delivery
- Rail and transit
- Site development
- Sustainability
- Transportation planning
- Tunnels
- Visualization
- Wastewater
- Water

Track record

The best way to show our broad capabilities and exemplary performance is by identifying clients from whom we consistently receive repeat business. Mott MacDonald believes that clients who continue to use our services are a testament to the quality of the services we provide and that we follow through with the services identified in our proposals.

Listed to the right are public clients in Florida from whom we consistently receive repeat business and that will attest to our team's outstanding engineering abilities. We go beyond responsive by being their proactive advisor to identify issues before they become problems, assist in obtaining funding, and see each project through to construction's end. We continue to strengthen these partnerships that have lasted us nearly half a century in Florida and look forward to continuing to build a relationship with Okaloosa County that is just as successful as these.

Continuing Services Agreement (CSA)

- Bay County
- Santa Rosa County
- St. Johns County
- Big Bend Water Authority
- JEA
- Emerald Coast Utilities Authority
- Authority
- Pace Water System
- City of Tallahassee
- City of Delray Beach
- City of Panama City
- City of Marianna
- City of Springfield
- City of Fort Walton Beach
- City of Lynn Haven
- City of Quincy
- City of Pensacola
- City of Perry
- City of Flagler Beach
- City of Bonifay
- City of Mary Esther
- City of Midway
- Town of Esto
- Town of Havana
- St. Joe Company
- Panama City Port Authority
- Port St. Joe Port Authority

Repeat Services Client (No CSA)

- Florida Dept. of Transportation
- Gulf Power
- Escambia County
- Destin Water Users
- Pace Water System
- City of Lake City
- Town of Midway
- Town of Grand Ridge
- City of Chipley
- City of Gulf Breeze
- Holmes County

Mott MacDonald has many continuing professional service contracts and is well equipped and staffed to efficiently manage projects assigned by Okaloosa County.



Registration

State of Florida
Board of Professional Engineers

Attests that
Mott MacDonald Florida, LLC



FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.022, Florida Statutes, to offer engineering services to the public through a Professional Engineer, all as provided under Chapter 471, Florida Statutes.


Expiration: 2/28/2019
Audit No: 228201904344 R

CA Lic. No: 155


RICK SCOTT, GOVERNOR
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
AAC000035


The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019



MOTT MACDONALD FLORIDA, LLC
111 WOOD AVENUE SOUTH
5TH FLOOR
ISELIN NJ 08859-4112



ISSUED: 02/12/2017 DISPLAY AS REQUIRED BY LAW SEQ # 1170212000567

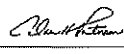


Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2015 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No: LB6783
Expiration Date February 28, 2019

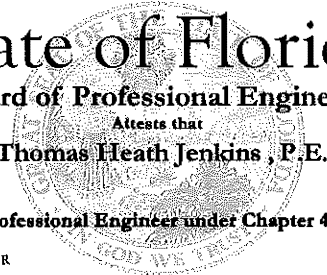
Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

MOTT MACDONALD FLORIDA, LLC.
220 W GARDEN ST STE 700
PENSACOLA, FL 32502-5745


ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

State of Florida
Board of Professional Engineers

Attests that
Thomas Heath Jenkins, P.E.



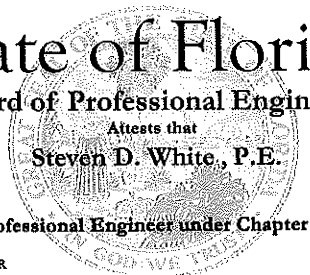
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201930743 R

P.E. Lic. No: 68053

State of Florida
Board of Professional Engineers

Attests that
Steven D. White, P.E.



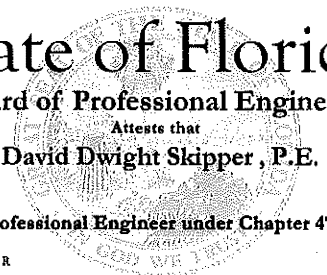
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201924380 R

P.E. Lic. No: 58809

State of Florida
Board of Professional Engineers

Attests that
David Dwight Skipper, P.E.



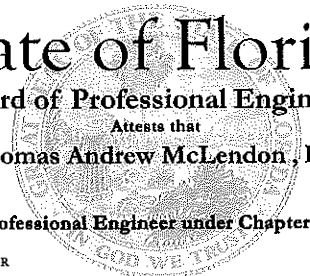
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201932672 R

P.E. Lic. No: 58972

State of Florida
Board of Professional Engineers

Attests that
Thomas Andrew McLendon, P.E.



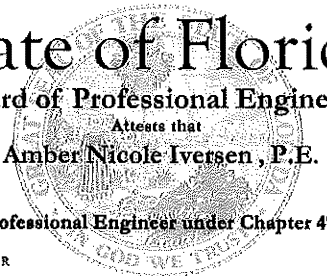
FBPE
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Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201931103 R

P.E. Lic. No: 71749

State of Florida
Board of Professional Engineers

Attests that
Amber Nicole Iversen, P.E.



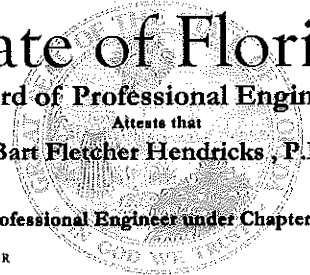
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201931437 R

P.E. Lic. No: 74003

State of Florida
Board of Professional Engineers

Attests that
Bart Fletcher Hendricks, P.E.



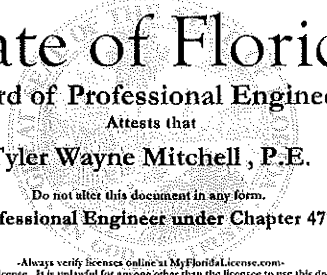
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201928747 R

P.E. Lic. No: 51391

State of Florida
Board of Professional Engineers

Attests that
Tyler Wayne Mitchell, P.E.



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FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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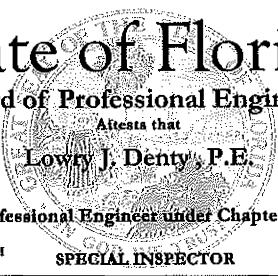

P.E. Lic. No: 84446

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State of Florida
Board of Professional Engineers

Attests that
Lowry J. Denty, P.E.

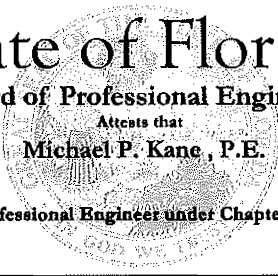

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019 P.E. / B1 Lic. No: 52611 2020
Audit No: 228201921916 SI **SPECIAL INSPECTOR**

State of Florida
Board of Professional Engineers

Attests that
Michael P. Kane, P.E.

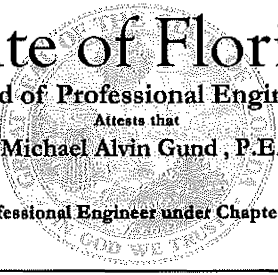

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019 P.E. Lic. No: 49826
Audit No: 228201919513 R

State of Florida
Board of Professional Engineers

Attests that
Michael Alvin Gund, P.E.

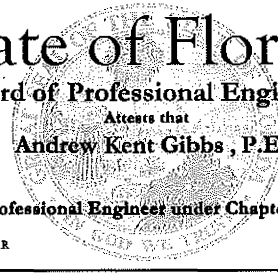

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019 P.E. Lic. No: 79401
Audit No: 228201918275 R

State of Florida
Board of Professional Engineers

Attests that
Andrew Kent Gibbs, P.E.

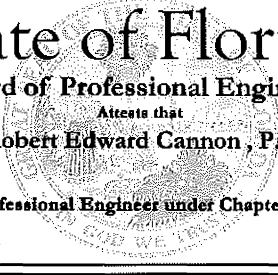

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019 P.E. Lic. No: 77293
Audit No: 228201935201 R

State of Florida
Board of Professional Engineers

Attests that
Robert Edward Cannon, P.E.

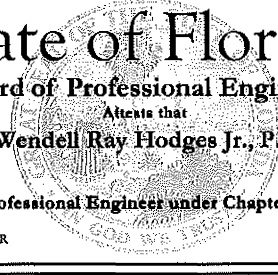

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019 P.E. Lic. No: 80217
Audit No: 228201918346 R

State of Florida
Board of Professional Engineers

Attests that
Wendell Ray Hodges Jr., P.E.

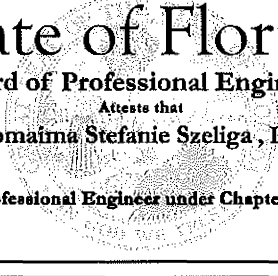

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019 P.E. Lic. No: 73887
Audit No: 228201933074 R

State of Florida
Board of Professional Engineers

Attests that
Yomaina Stefanie Szeliga, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019 P.E. Lic. No: 82977
Audit No: 228201934002 I



RICK SCOTT, GOVERNOR
MATILDE MILLER, INTERIM SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER: AR0016110

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019

JARMAN THOMAS A
805 DAPHNE AVE
DAPHNE AL 36528

ISSUED: 02/02/2017 DISPLAY AS REQUIRED BY LAW SEQ # L170202001001

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
1006 Apalachee Parkway Tallahassee, Florida 32399-6500

License No: LS6764
Expiration Date: February 28, 2019

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

BYRON A FAIRCLOTH
1875 N HOLMES CREEK RD
GRACEVILLE, FL 32440-8101

Adam H. Putnam
ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

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

| Licensee Details | |
|-----------------------------|---|
| Licensee Information | |
| Name: | PATE, RICHARD THOMAS (Primary Name) |
| Main Address: | 813 WICKHAM RIDGE ROAD APEX North Carolina 27539 |
| County: | OUT OF STATE |
| License Mailing: | |
| License Location: | |
| License Information | |
| License Type: | Professional Engineer |
| Rank: | Prof Engineer |
| License Number: | 83474 |
| Status: | Current, Active |
| Licensure Date: | 07/17/2017 |
| Expires: | 02/28/2019 |
| Special Qualifications | Qualification Effective |
| Civil | 07/17/2017 |

| Licensee Details | |
|-----------------------------|--|
| Licensee Information | |
| Name: | ZAFAR, AMIR (Primary Name) |
| Main Address: | 3538 TOKEN RD PANAMA CITY Florida 32405 |
| County: | BAY |
| License Mailing: | |
| License Location: | |
| License Information | |
| License Type: | Professional Engineer |
| Rank: | Prof Engineer |
| License Number: | 56829 |
| Status: | Current, Active |
| Licensure Date: | 02/15/2001 |
| Expires: | 02/28/2019 |
| Special Qualifications | Qualification Effective |

| Licensee Details | |
|--------------------------------------|--|
| Licensee Information | |
| Name: | LYNER, CHAD EDWARD (Primary Name) |
| Main Address: | 5484 MILL HOUSE CIRCLE PACE Florida 32571 |
| County: | SANTA ROSA |
| License Mailing: | |
| License Location: | |
| License Information | |
| License Type: | Professional Engineer |
| Rank: | Prof Engineer |
| License Number: | 66277 |
| Status: | Current, Active |
| Licensure Date: | 05/31/2007 |
| Expires: | 02/28/2019 |
| Special Qualifications | Qualification Effective |
| Civil | 05/31/2007 |
| Advanced Building Code Course Credit | 06/30/2016 |

Specific accomplishments

Similar project experience

The Mott MacDonald team has all of the technical capabilities and resources to provide continuing services for infrastructure planning, modeling, engineering design, permitting, and construction. We have chosen to highlight some recent, local projects that demonstrate our team's technical expertise and highlight similarities to those anticipated under this contract.

Burgess Road Re-Alignment

Location
Pensacola, FL

Owner
Escambia County and FDOT

Completed
2016

Services provided
Roadway design, stormwater design, environmental re-assessment, utilities coordination, surveying, permitting

This two-mile project runs through a highly developed residential area on the north side of Pensacola and includes two sections of new alignment. The existing combination of two-lane urban and rural typical sections was widened to a full five-lane urban typical section with bike lanes and sidewalks for better residential access.

This project required detailed geotechnical and topographic surveys of the entire corridor and the existing pond sites as well as wetland delineations. Due to the vast amount of utilities located within the corridor, extensive utility coordination was also imperative to the successful completion of this project.

The design also includes a 520-foot-long bridge, designed by Bart Hendricks, PE, spanning Carpenter Creek. Because the creek floodplain is a FEMA regulatory floodway, our team had to prepare a FEMA no-rise certification for the bridge crossing. To meet FEMA's requirement, the existing Burgess Road triple barrel box culvert over Carpenter Creek will be removed. An excavation and grading plan was designed by Thomas McLendon, PE to restore the existing floodplain at this location. Both the proposed bridge crossing and the floodplain restoration area required careful consideration of erosion control measures in order to ensure long-term stability of the channel slopes.

SR 123 and SR 85 Intersection Improvements and New Flyover Structure

Location
Okaloosa County, FL

Owner
FDOT

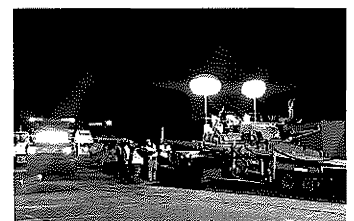
Completed
2016

Services provided
Construction engineering and inspection services

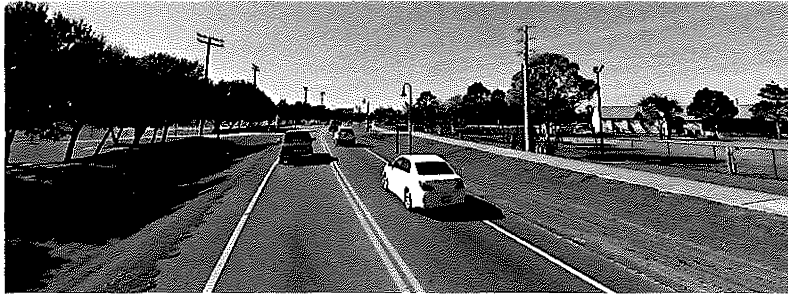
The intersection of SR 123 and SR 85 in Okaloosa County caused major traffic congestion. FDOT determined that a flyover to seamlessly merge northbound SR 123 traffic onto SR 85 northbound would solve the problem. The Department enlisted the CEI services of Mott MacDonald to oversee the construction of this two-year project due to our trusted, quality service and attention to details, which we've provided to FDOT for decades.

The project required the removal and reconstruction of the rural two-lane SR 123 to a new four-lane roadway north of Turkey Creek to SR 85 North and construction of a two-lane flyover bridge structure from SR 123 northbound to SR 85 northbound in Okaloosa County.

The team, led by David Skipper, PE, successfully worked through some difficult issues related to the bridge construction due to the use of long-span steel girders placed in a superelevated curve connected with high-strength bolts. Placement of the girders required detailed maintenance of traffic phasing to place the steel girder segments in place and splice/bolt them in the air. The project was completed on time and within budget, resulting in improved traffic flow.



This project won the Outstanding Project Award by FICE/FDOT



Location
Destin, FL

Owner
City of Destin

Completed
2014

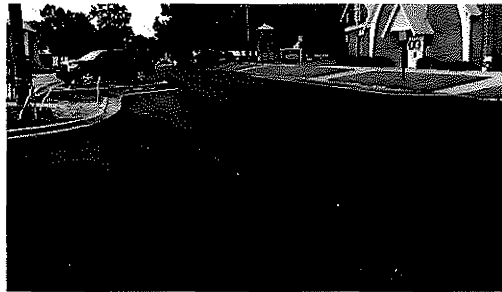
Services provided
Roadway design, stormwater design, environmental re-assessment, utilities coordination, surveying, permitting, landscape architecture

Destin Commons Drive Extension Design and Study

Airport Road in Destin runs adjacent to the north of the heavily-travelled Emerald Coast Parkway (US 98) through Destin and accommodates local residents and businesses in the area, including the Destin Executive Airport (DTS) in the area and serves as an alternate route to the Destin Commons, a large commercial/shopping area. Not only is this area popular for tourists, but locals from across the Northwest Florida panhandle flock here for holidays, “staycations,” and shopping as well. As such, there’s often significant congestion on US 98, particularly during peak seasons like summertime and Spring Break.

The City of Destin desired a more direct route from Airport Road to Destin Commons. The project required the decommissioning of a portion of Indian Bayou Trail (formerly Two Trees Road) and design of a roadway realignment, approximately 0.2 miles in length, to connect Airport Road to an existing roundabout at the intersection of Indian Bayou Drive and Commons Drive West.

Our team, led by Project Manager Heath Jenkins, prepared roadway alignment, profiles, landscape, irrigation, lighting, and stormwater detention facility construction drawings and specifications. Mott MacDonald engineers and landscape architects worked closely with the City of Destin to preserve relict dunes while facilitating needed infrastructure improvements. A custom barrier fence was added between sidewalks and relict dunes to avoid erosion and sand migration, and native plant materials were incorporated into the stormwater facilities along the sidewalks. Local municipal codes and ordinances were followed in the design and permitting of this roadway through the NFWFMD, FDEP, and local governing agencies.



Before (left) and after (right) resurfacing

Oklahoma Street Resurfacing

Oklahoma Street, extending from Highway 90 to CR 173 North (approximately 5,200 feet), needed significant repairs to address the severe cracking and potholes. Oklahoma Street runs parallel to SR 79 and is a frequently used roadway providing access to the County Court House, Sheriff Department, and other traffic generators like banks and churches. Mott MacDonald prepared a grant application for funding of the repairs to meet the FDOT Small County Outreach Program (SCOP) on behalf of the City of Bonifay.

While the initial scope of the project was to overlay or mill and inlay the roadway, the geotechnical engineering report indicated that sections of the roadway would require full depth

reconstruction. Mott MacDonald, led by Heath Jenkins, PE, worked with the FDOT to design a project that met the design requirements within the SCOP budget available.

The final plans repaired Oklahoma Street by full reconstruction for the southernmost portion, which was showing significant load related damage. Other site-specific areas were repaired using full depth reconstruction, and the entire roadway was overlaid with asphalt. Side road connections that were also showing significant distress were also included in the project and improved.

Location
Bonifay, FL

Owner
City of Bonifay

Completed
2017

Services provided
Roadway design, surveying, permitting, bidding, construction administration



Location
Cantonment, FL

Owner
Escambia County

Completed
2013

Services provided
Civil engineering,
transportation planning,
surveying, permitting,
construction support

Rocky Branch Road Paving, Stormwater Improvements, and New Bridge

The Rocky Branch Road Improvement project, led by David Skipper, PE, included the paving of 1.2 miles of two lane residential roadway and the construction of a new concrete bridge, designed by Bart Hendricks, PE. In addition to paving, the project required analysis of over 700 acres of stormwater drainage area that frequently flooded the roadway.

The analysis included a comparison of utilizing a concrete bridge or an aluminum arch culvert to convey the 100-year storm event of the contributing area. The results of the analysis indicated that a bridge was a better alternate than the arch culvert due to predicted soil settlement problems for the arch culvert as well as the environmental and permitting benefits of using a bridge to span the wetlands. Precast components were used to reduce the amount of on-site concrete cast as well as to reduce construction time and costs. Because the roadway was raised approximately 6 feet at the bridge approaches, a soil surcharge program was used to reduce future roadway settlement problems.

The paving project included the addition of roadside swales and associated conveyance structures to qualify for the dirt road paving exemption through FDEP. USACE and FDEP permits for wetland impacts in excess of 0.50 acres were accomplished. A temporary roadway maintained access to the neighborhood during construction.

Baldwin Road Widening

A one-mile stretch of Baldwin Road, in Panama City, Florida, was in need of resurfacing, widening, and drainage improvements. Mott MacDonald, led by Heath Jenkins, PE, joined contractor Roberts & Roberts to successfully complete this Design-Build project.

The existing two lane rural typical section was widened to a five-lane, urban typical section with bike lanes and sidewalk to better serve the public. Because the existing pavement structural course was in good condition, milling and overbuilding was utilized in order to minimize cost and help maintain traffic during construction. Outside the limits of the existing pavement, full-depth, new construction was required to widen the roadway. The proposed design included both longitudinal and cross-slope corrections to meet current standards.

The roadway was successfully widened to five lanes, with new traffic signals, turn lanes, bikes lane, and a sidewalk from Harrison Avenue to Minnesota Avenue. Also the existing two-lane roadway from Minnesota Avenue to Kirkwell Avenue was reconstructed with the addition of bike lanes and sidewalk.



Location
Panama City, FL

Owner
Bay County

Completed
2016

Services provided
Roadway design, stormwater
design, permitting

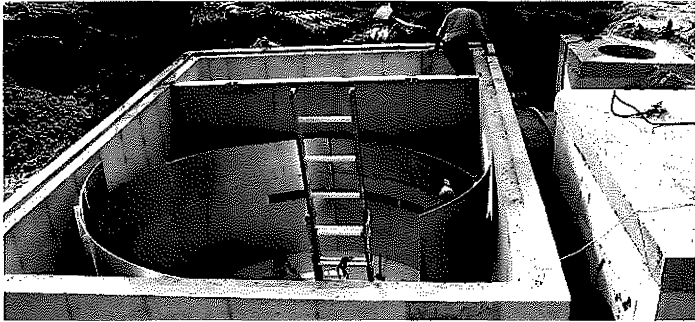
12th Avenue Drainage Improvements

Mott MacDonald, led by Steven White, PE, was selected to evaluate stormwater treatment issues and design solutions for the treatment of stormwater discharges into impaired water body Bayou Texar at the 12th Avenue Bayou Texar Bridge.

For the pipes north and south of the bridge, the outfalls ranged from 30- to 36-inch RCP, had either little to no treatment of stormwater or treatment limited to small areas and a majority of the stormwater at this location was still untreated. The City sought to structural systems upstream of both outfalls to capture and treat as much stormwater as practical within the existing City right-of-way.

The first phase involved a concept analysis report to review existing site conditions and evaluate unit placement and configuration options. Using City maps, aerial photography, GIS topographic data, and field review of the area, our team provided preliminary engineering and evaluation of the design concept as well as preliminary contributing stormwater basin delineations.

We then completed topographic survey and design of three Vortechs hydrodynamic separator stormwater treatment units. This included one 13-x19-foot unit and two 14-x21-foot units, including bypass piping, placed along existing stormwater



collection/transmission pipes ranging in size from 24- to 30-inch within existing City of Pensacola rights-of-way.

Due to a number of factors, emphasis was placed on conducting subsurface utility investigations and coordination with impacted utility providers for the advance relocation of their facilities. Mott MacDonald permitted the project under the retrofit permit through NFWFMD.

| | |
|-------------------|---|
| Location | Pensacola, FL |
| Owner | City of Pensacola |
| Completed | 2015 |
| Services provided | Feasibility study, topographic surveys, design, permitting, bidding assistance, limited construction administration |



Before (left) and after (right) repairs



Piedmont Road Drainage Repairs

In April 2014, an extreme storm exceeded stormwater system capacities and flooded many areas, including Piedmont Road. The road was demolished, drainage systems overflowed, and underground utilities became exposed and damaged.

Our team, led by David Skipper, PE and Steven White, PE, immediately began surveying critical infrastructure, including

3,200 lf of pavement, curbs, sewer manholes, and storm manholes, to establish temporary benchmarks and rough grade elevations for emergency reconstruction of the road.

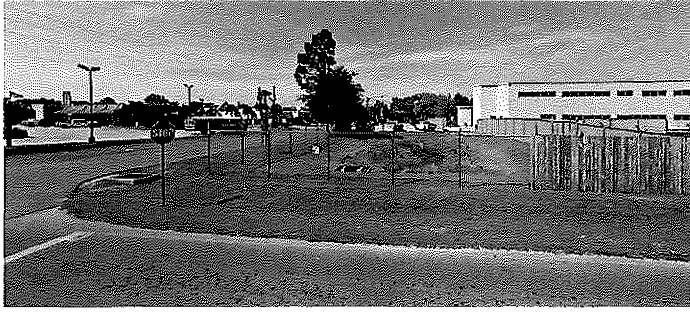
We first designed the necessary roadway and drainage repairs as well as permitting, bidding, and construction administration. We then issued construction plans detailing the final water and sanitary sewer improvements for installation during the emergency repairs. All emergency repair work was completed by July 23, 2014.

The next phase involved the permanent repairs for the roadway. This included the design of permanent improvements to the roadway, associated driveways, and side streets. This also included the

analysis of stormwater contributions from side streets and evaluation of inlet and pipe capacities. Additional inlets and pipes were added and/or upgraded to accommodate stormwater contributions from the side streets.

Our team re-surveyed the area as emergency repair work neared completion, and then produced construction plans and delivered bid documents to the City by August 18, 2014. Permanent repairs were completed by July 14, 2015. By phasing the project, emergency repairs could be underway while our team analyzed the root cause of the flooding issue to design more permanent repairs and stormwater system upgrades for a more sustainable roadway and drainage design.

| | |
|-------------------|---|
| Location | Pensacola, FL |
| Owner | City of Pensacola |
| Completed | 2015 |
| Services provided | Inspection, design, survey, permitting, construction administration |



Location
Shalimar, FL

Owner
Okaloosa County

Completed
2010

Services provided
Site assessment, stormwater design, surveying, permitting

2nd Street Drainage

Okaloosa County needed a solution to frequent flooding experienced at the intersection of 2nd Street and 6th Avenue, which led to flooding of State Road 85 in Shalimar.

Mott MacDonald achieved this task by designing a 1,500-lf drainage system along 2nd Street to convey runoff downstream to

an existing outfall. Our team, led by Project Manager Heath Jenkins, PE, designed a system of linear detention swales and a wet retention facility to provide treatment to runoff before outfall to the local waterway.

Drainage and roadway reconstruction plans were prepared to install a stormwater conveyance

system with minimal impact to utilities. A stormwater retro-fit permit was obtained for this project through the NFWFMD. Dredge and fill exemption was secured from FDEP and USACE. Our team also provided right-of-way and topographic surveying of the corridor to assist in preparing construction plans and NFWFMD permit applications.

Alex Reed Trail Outfall Emergency Repairs

On April 30, 2014, a state of emergency was declared for Santa Rosa and Escambia County after an extreme weather event, with heavy rain, winds, and flooding caused severe damage to a number of locations. Over 24 inches of rain in 26 hours left nearly 25,000 people without power and many areas under water. The weather event left three bridges disabled, houses and buildings damaged and some destroyed, sink holes, and roads completely washed away.

Mott MacDonald was selected by the FDOT to expedite design and plan preparations for repairs, under emergency contracts for five separate locations. Four of these projects were drainage channels, culverts, and ditches. The fifth project consisted of the replacement of an existing 18-inch pipe underneath I-10.

One location was Alex Reed Trail in Pace. The record high water elevations and flows resulted in damage to the concrete channel and slopes along the drainage easement. Mott MacDonald, led by Thomas McLendon, PE, designed emergency repair of a 1,000-foot section of the paved drainage ditch from US 90 down to the outfall. Design included ditch repair, slope stabilization, and costs estimates for reimbursement.

For each of the damage locations, extensive topographic survey and staking of the easements were performed to outline the limits of damage and work areas. Some of the design included ditch repairs, slope stabilization, structural design of walls, and cost estimates for FEMA and FHWA reimbursement.

Mott MacDonald successfully provided high quality and quick design services to the damaged locations, resulting in their repair of each location.



Before (top) and after (bottom) repairs at Alex Reed outfall.

Location
Santa Rosa County, FL

Owner
FDOT

Completed
2016

Services provided
Stormwater design, modeling, surveying, permitting

Camp Branch Tributary Drainage Hazard Mitigation

Mott MacDonald worked with the FDEM and the FEMA to secure grant funding for a project to mitigate hazards associated with the effects of flooding during 25-year events for over a mile of drainage infrastructure in Bonifay, FL. The project will mitigate damages to private properties, public infrastructure and to insure accessibility along a major transportation highway identified as a Hurricane Evacuation Route.

The project includes drainage basin modelling and analysis, engineering design related to stormwater conveyance facilities such as bridges, major culverts, piping, stabilized ditch reconstruction, and highway infrastructure. Associated services also include environmental assessment and permitting, surveying, property acquisition, contract inspection and other services during construction.

A key component of the drainage system is located under SR 79, requiring design approval through the FDOT. Mott MacDonald worked with the City of Bonifay, the FDEM and FDOT to propose a plan for improvements to the full system, with installation of a new culvert under SR 79 to be coordinated with an upcoming FDOT paving project.

Upon completion of construction this project will provide a more maintainable 7,000 liner foot drainage conveyance system, and flood reduction for numerous road crossings in the Bonifay area. The improvements will be designed to protect against flood of roadways and commercial buildings along Camp Creek that conveys stormwater from Stewart Street through downtown to a low area behind the Bonifay Wastewater Treatment Plant.

Location
Bonifay, FL

Owner
City of Bonifay

Completed
2017

Services provided
Stormwater and floodplain design, project planning and management, surveying, site planning, permitting, inspection, grant writing

Location
Pensacola, FL

Owner
City of Pensacola

Completed
2016

Services provided
Stormwater and flood plain design, project planning and management, surveying, site planning, permitting, impact studies, inspection



Carpenter's Creek Repair and Stabilization

Under a National Resources Conservation Services (NRCS) grant from the Emergency Watershed Protection (EWP) Program, Mott MacDonald was selected by the City of Pensacola to provide design, environmental permitting assistance and construction administration for the repair of approximately 400 lf of bank along Carpenter Creek that was significantly eroded during a storm event. Mott MacDonald coordinated with the City, FDEP, USACE, and local residents for implementation of a design to restore and armor the bank while providing an aesthetically and environmentally conscious repair solution.

This project required planning for the limited access sites located along the creek bank adjacent to homes and private property. Special care was necessary during construction to limit impact to nearby residences and to the active stream in which the work was being performed. Coordination with the City, contractor, and NRCS was crucial in maintaining eligibility for EWP funds which are time sensitive.

Challenging aspects of this project included repairing banks of an actively flowing creek with considerable fluctuations in water level, while performing nearly all aspects of work in the back yards of private residences. The planning phase necessitated immense coordination with the City to provide public outreach both to educate those affected and to garner feedback from residences and interest groups. Mott MacDonald observed the repair of the banks and placement of the concrete block mat and provided weekly reports on project progress. Community outreach continued through the construction phase with Mott MacDonald providing limited administration services along with the City's full time inspection staff. Due to the nature of the project and the funding program involved, public acceptance and cooperation was key. The construction observation reports provided by Mott MacDonald gave the City concise documentation that could easily be used to inform City officials, NRCS representatives, and the general public on project progress.

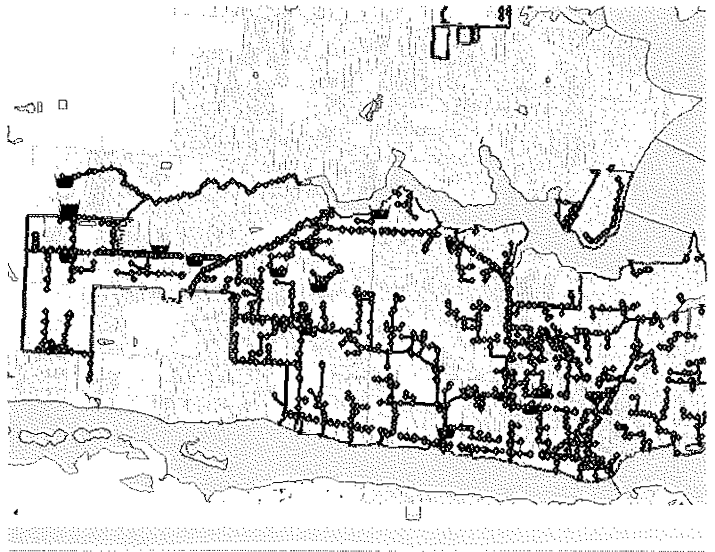
Though repair and stabilization of creek banks to protect infrastructure and private property was the main goal of this project, the City desired an approach that provided a more aesthetic appearance of the final repair. The tied concrete block mat allows for planting of grass and native vegetation between concrete modules to further stabilize the creek bank and provide this natural appearance.

Stormwater Master Plan

The City of Fort Walton Beach retained Mott MacDonald, led by Dan Keck, PE, to provide a stormwater hydraulic model and master plan for primary drainage systems within the city, which was to be used as guidance for eliminating or reducing flooding.

The City provided its stormwater GIS data to Mott MacDonald for the development of the hydraulic GIS-based model. The hydraulic model was created by our lead modeler, Mike Kane, PE, using the InfoSWMM software which interacts with the City's GIS system and has the capabilities for modeling water quality. Model development includes delineation of drainage basins, modeling of stormwater pipes ≥ 15-inch diameter, and recommending improvements. The City also worked in concert with Okaloosa County to update its stormwater model and master plan, since several County drainage basins contribute to the City's existing system.

Mott MacDonald was likewise retained by Okaloosa County for migrating its existing stormwater model to the current platform, and verifying whether several previously recommended master plan improvements were still valid. The stormwater model results were used to create a master plan report that included a hydraulic model description, a capacity and flood reduction analysis, a rehabilitation and replacement analysis, and a capital improvements plan (CIP). An evaluation matrix was created to prioritize the 85 recommended improvements and in preparing the schedule of improvements in the CIP.



Mott MacDonald successfully generated hydrologic/hydraulic models necessary to evaluate and predict stormwater flows/levels and developed a stormwater master plan to identify stormwater rate and volume issues, developed conceptual design solutions, and design alternatives for the City of Fort Walton Beach.

| | |
|-------------------|---|
| Location | Fort Walton Beach, FL |
| Owner | City of Fort Walton Beach |
| Completed | 2013 |
| Services provided | Civil engineering, modeling, master planning, surveying |

Gulf Breeze Drainage Improvements

| | |
|-------------------|--|
| Location | Gulf Breeze, FL |
| Owner | City of Gulf Breeze |
| Completed | 2015 |
| Services provided | Modeling, stormwater design, surveying, permitting, bidding, construction administration |

The City of Gulf Breeze experienced severe flooding in two separate stormwater basins. The City hired Mott MacDonald to perform stormwater modeling and design drainage solutions to reduce the frequency, severity, and duration of the localized flooding issues.

The project, led by Steven White, PE, involved the construction of approximately 6,050 lf of stormwater collection/transmission facilities (of which approximately 1,850 lf function as exfiltration trench), one new stormwater lift station, interconnection of two existing stormwater lift stations with control upgrades, approximately 1,646 lf of 12-inch stormwater force main, one hydrodynamic separator (Vortechs) unit, and two new stormwater.

By rehabilitating and interconnecting two existing separate stormwater lift stations to operate as a single unit controlled by a single control panel, we were able to increase operating efficiencies and reduce operating costs during smaller rainfall events. The use of exfiltration trenches and hydrodynamic separators minimizes stormwater discharge to area surface waters and reduces pollutants and sediments loadings of discharged flows. The trenches also provided a operational cost savings at the lift stations by reducing runoff conveyance.

The project areas lie within two established residential neighborhoods with a significant amount of underground utilities. Minimization of disruption to existing utilities was a significant consideration and utility coordination during design was given high priority. Permitting of these stormwater improvements with the NFWFMD was accomplished via the retrofit permitting process through the use of exfiltration trenches and the installation of a hydrodynamic separator unit at one of the outfalls.

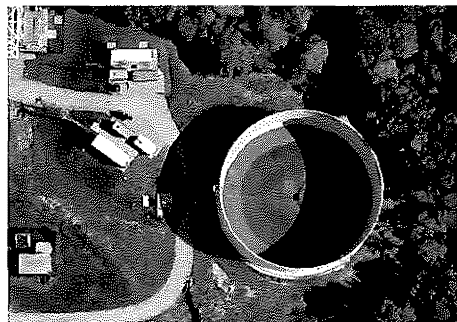
Pump Station No. 1 and Force Main

To address an outdated, failing system, Mott MacDonald performed the design, permitting, and construction administration for 7.5-miles of force main replacement, rehabilitation and upgrade to the existing pump station, and a new ground storage tank. The recommended approach included many features to dramatically increase reliability, increase worker safety, provide a backup system to the single force main, and reduce overall construction cost through FDEP’s State Revolving Funds (SRF) program.

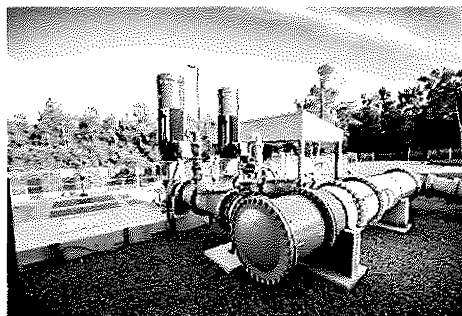
The 10 MGD capacity pump station was converted to a wet-pit submersible design with a bifurcated wet well to aid in maintenance and operational safety. The three large existing pumps were replaced with four 200 hp pumps with variable frequency drives (VFDs) to provide greater turndown capability.

The force main installation involved 18,000 lf of 20-inch and 9,000 lf of 36-inch diameter ductile iron pipe (DIP) through heavily urbanized areas, including business districts, schools, and neighborhoods.

The overall facility upgrades included a number of resiliency and reliability features such as the operational ability to withstand category 5 hurricanes, application of N+1 for all major system components, special wet well coatings and metallurgy for corrosion resistance, new comminutors in lieu of deep channel screens to protect the pumps, equalization tank for tropical storm/ weather events, and completely new electrical and controls system including new VFDs, automated controls, and standby generators. Permits included FDEP, USACE, US Coast Guard, FDOT, and Okaloosa County Public Works.



| | |
|-------------------|--|
| Location | Fort Walton Beach, FL |
| Owner | City of Fort Walton Beach |
| Completed | 2015 |
| Services provided | Alternatives analysis, modeling, civil design, electrical design, permitting, construction admin |



Alternate Water Supply

Bay County Utility Services Department provides potable water to the surrounding communities of Panama City, Panama City Beach, Callaway, Lynn Haven, Tyndall Air Force Base, and five other nearby utilities. Bay County draws its raw water for treatment and supply from the Deer Point Reservoir.

The County engaged the team of Phoenix Construction (Prime Contractor) and Mott MacDonald (Prime Design Firm) for the design-build delivery of the project. Upon approval of the design-build contract, Mott MacDonald, including Amir Zafar, PE, BCEE and Mike Kane, PE, proceeded with the design of the new facilities which included the following major equipment and structures: 30 MGD triplex vertical turbine pump station (1,800 hp total); 10 miles of 36-inch raw water main; and passive intake facility with screens, back-up generator power, and telemetry.

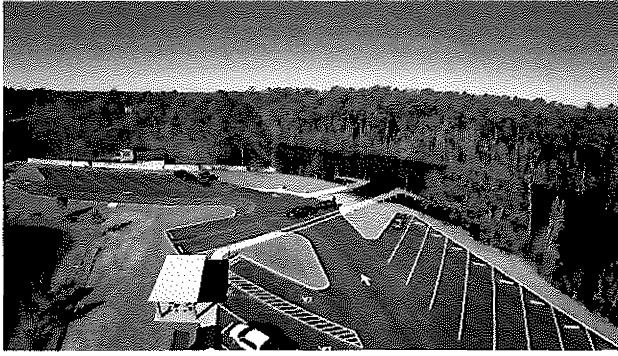
| | |
|-------------------|---|
| Location | Bay County, FL |
| Owner | Bay County Utility Services |
| Completed | 2015 |
| Services provided | Engineering design, MOT plans, construction support |

To manage the design and construction engineering oversight, Mott MacDonald conducted weekly meetings with the Prime Design-Build Contractor to lead efforts related to design development and construction phasing including early starts where construction was not affected by required permitting activities. The Owner’s Representatives as well as key engineering and construction subconsultants and equipment and material suppliers were included at strategic points during progression of the work. Updated financial indicators, scheduled milestones, and quality reviews were included in all project meeting agendas and regularly reviewed for accountability and planning purposes.



This project won the Honor Award from FICE Engineering Excellence Award 2016, and the Award of Merit from ENR Southeast, Water/ Environment Category.

The complex implementation required multiple route evaluations for cost effectiveness and to minimize disruption to the customers along the route. The project was executed successfully using the Design-Build approach and was completed earlier than expected and **\$40,000 under budget**. Bay County is now able to serve their consumers with a higher level of safety from contamination.



Perdido River Boat Launch Facility

Also known as the Wilson B. Robertson Boat and Canoe Launch, the 4.15 acre public facility has frontage on the Perdido River. The project was funded under the Early Restoration Natural Resource Damage Assessment (NRDA) program administered by DEP for the enhancement of access to the waterways that were impacted from the Deep Water Horizon Oil Spill and its related cleanup efforts.

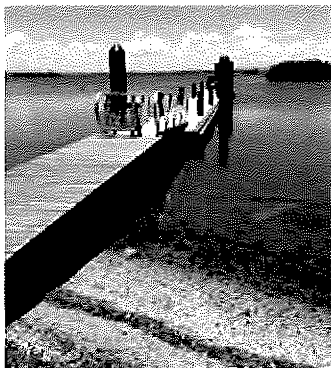
The project, led by Lowry Denty, PE, SI, included one 30-foot wide two-lane boat ramp located in the northwestern corner of the subject property. Along either side of the ramp, ADA-accessible single access piers are provided that follow the orientation of the ramp and then later transition parallel to the southern shoreline of Perdido River. The design provided 37 parking spaces for trailers/tow vehicles and 21 standard parking spaces. In addition, the design included a kayak and canoe launch, picnic area and pavilion, restrooms, and boardwalks all in an effort to facilitate multiple uses of the property. The design met SOBA guidelines. Wetland mitigation permitting was completed through FDEP and USACE.

Location
Perdido Key, FL

Owner
FDEP

Completed
2016

Services provided
Civil engineering, structural engineering, land use planning, architecture, surveying, permitting, construction support



Naval Station Waterfront Repairs

This Design-Build project, led by Lowry Denty, PE, SI, included design and construction support to remove, repair and/or replace damage to this waterfront facility from the effects of Hurricane Sandy, which made landfall in Cuba in October 2012.

The project included repairs and improvements to the public beaches, public marina, and restoration of a recreational dive park. Design included a new floating fuel pier, repair/replacement of the existing boat ramp, repairs to the damaged marina retail building and a new addition, repairs to the boat repair facility, and demolition and construction of new pavilions and restrooms. The rebuilding of the dive park included a two-way concrete ramp access with new breakwater wave protection and a new elevated concrete-paved training area, including vehicle access and parking with wave run-up and erosion shore protection.

Location
Guantanamo Bay, Cuba

Owner
NAVFAC

Completed
2016

Services provided
Civil engineering, structural engineering, electrical engineering, architecture, surveying, permitting, construction support

The project is located in high seismic and wind zones, therefore the improvements were designed to withstand up to a 9-foot storm surge. Precast concrete was used for the dive ramp and shore protection wall to accelerate in-water construction, and epoxy coated reinforcing was utilized to provide longer service life.

Area of expertise

Roadway design

People are the lifeblood of a community, and streets are its veins and arteries. Streets are vital to daily travel, economic exchange and maintaining an acceptable quality of life.

Streets connect people to important destinations and serve as destinations themselves, as places to walk with friends, ride a bicycle, view public art, or enjoy the local farmers market. Although for many years streets have primarily been designed to serve automobile traffic, they are rapidly becoming a public place for community access, to be used by all people including non-drivers.

Maintaining these vital pieces of the community, as well as improving or even adding new roads, greatly enhances the safety and quality of life for citizens. Mott MacDonald has experience in a wide variety of roadway projects including virgin alignment of new roads, roadway widening, dirt road paving, and pavement rehabilitation.

We are familiar with all current FDOT manuals, design processes, and preferences, including recent changes to the Plans Preparation Manual as it became the new Florida Design Manual and changes for the current FDOT Design Standards as they became the new Florida Standard Plans earlier this year. We also understand how to cater these guidelines to a community like Okaloosa County for affordable roads that are safe and long lasting.

We provide these key services:

- Conceptual, preliminary, and final design plans
- Condition inspection
- Program management
- Alternative delivery
- Safety improvements
- Construction administration
- Value engineering
- Risk management and mitigation
- Pavement management
- Road safety audits
- Network safety screening
- Permitting
- Environmental assessments and impact statements
- Landscaping
- Travel demand modeling
- Intelligent transportation systems
- Traffic engineering
- GIS and data management
- Transit and multimodal network analysis
- Transportation finance and economics
- Integrated land use planning
- Sustainability planning



Stormwater/drainage systems design and permitting
Improper stormwater management has led to flood damage, degradation of water quality, and unnatural changes in groundwater hydrology, prompting extensive regulations to minimize these impacts.

Mott MacDonald is committed to achieving responsible and sustainable stormwater management for Okaloosa County. This involves working with the County, the public, and project stakeholders on issues and regulations while supporting them through the process of selecting solutions that are economically and environmentally feasible.

Regulatory requirements and project constraints are analyzed using the most advanced stormwater analysis tools. We also have our practical experience from working in the area for decades to know which solutions cost effectively provide the best long term results.

We are familiar with funding programs like the Hazard Mitigation Grant Program through FEMA, and have successfully designed as well as assisted in the additional work required to meet the goals of those programs.

We provide these key services:

- Basin modeling
- Roadway drainage
- Stormwater management facilities (treatment and attenuation)
- Stream stabilization and restoration
- Flood mitigation
- Emergency repairs
- Permitting
- Regulatory compliance
- Master planning

Site development

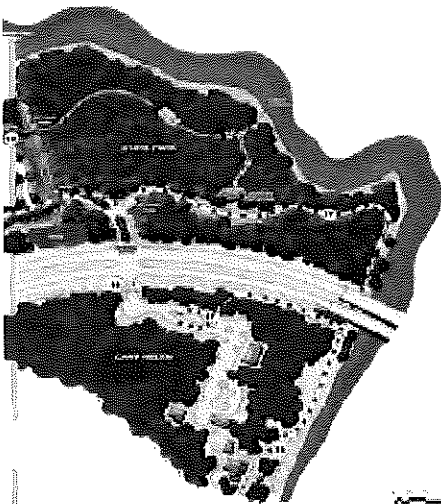
As we continue to invest in the infrastructure of Florida, site assessment and development will be a large component in the planning and design process. Combined with our utilities, transportation, and environment services, our strong site development capabilities make us especially qualified to support our client's needs.

Our expertise in planning and design for roadways, bridges, buildings, lighting, utilities, stormwater, and solid waste as well as our supporting service areas including surveying, architecture, mechanical and electrical engineering, benefits our clients on all of their site development projects.

Recreational park development

Mott MacDonald has been involved in numerous successful recreational amenity projects with many happening right outside our doors in the Panhandle. These projects have resulted in providing active and passive recreational opportunities for countless visitors, young and old. The projects have also provided significant environmental benefits by creating wildlife habitats, mitigating stormwater impacts, reducing soil sediment discharges, and mitigating urban affect.

Beach areas are subject to coastal processes which can cause frequent inundation and drive land morphology. The sites are also subject to high rainfall, low infiltration rates, and high usage by the public. In addition, beach areas in Florida are subject to a wide range of regulations. These range from public beach to endangered species and USACE jurisdictions. Mott MacDonald routinely works in the Northwest Florida coastal setting and provide solutions that work with these challenges to produce successful projects for our clients. Mott MacDonald can seamlessly integrate all of these offerings to engineer a new and/or improved site plan and amenities for this project's specific application.





CEI services were provided for a new flyover bridge at the intersection of SR 123 and SR 85 to relieve traffic congestion in Okaloosa County. The project won the Outstanding Project Award by FICE/FDOT.

Construction Engineering & Inspection

Construction management is among the most critical stages of a successful infrastructure project. No matter how well a project is designed, its execution will have a long-term impact on its quality, resilience, safety, and longevity.

Mott MacDonald's FDOT-certified Construction Engineering & Inspection (CEI) managers, inspectors, contract support and resident compliance specialists are experienced in all aspects of roadway and bridge construction.

Mott MacDonald acts as an owner's representative on your construction project to provide the appropriate level of project management, contract administration, on-site inspection, documentation and oversight, and materials testing.

Our team includes experienced professional engineers, project administrators, inspectors, contract support specialists, and resident compliance specialists. Our inspectors are FDOT-trained and certified for pavements, structures, pile driving, earthwork, traffic control, signalization, stormwater, hazmat/nuclear safety, and final estimates, to name a few.

Mott MacDonald has provided CEI and RCS services in the state of Florida for over 20 years. We are pre-qualified in nearly every FDOT Work Type, including 10.1: Roadway CEI and 10.1: Construction Materials Inspection.

We provide these key services:

- Project management
- Contract administration
- Inspection
- Materials testing
- Survey layout/verification
- Constructibility and bidability reviews
- Permit acquisition, reviews, modifications
- Environmental compliance
- Equal opportunity compliance
- Utility coordination
- Scheduling and review
- Estimating
- Progress payment processing
- Cost savings/value engineering
- Quality control testing
- Shop drawing review
- Claims analysis and resolution
- Community outreach and public information
- Maintenance of traffic review
- Change order processing

Utility design

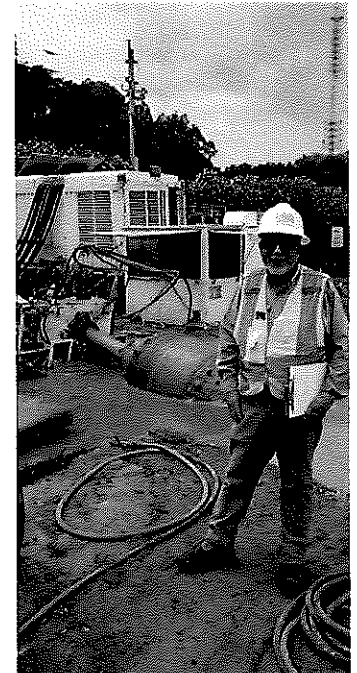
Utilities can play a part in roadway and drainage projects and can lead to significant construction delays if not handled appropriately and proactively.

Mott MacDonald is highly experienced in water and wastewater transmission and treatment, including pressurized pipeline planning, design, permitting, and construction for utilities and municipalities in Florida and across the U.S. Our firm is a top trenchless design firm, attesting to our strong technical excellence in this area. We have designed hundreds of miles of pipelines including large diameter force mains through urban areas as well as through suburban and rural communities. In many instances, the proposed pipeline routes require installation across sensitive wetlands, highways, or rivers and streams, where conventional open cut techniques cannot be employed. In these cases, other trenchless technologies including HDD, tunneling techniques, and jack-and-bore operations must be evaluated.

For pipeline projects, preparation of detailed route analysis including cost and non-cost criteria (environmental, social) must be considered. We understand the balance required among capital costs, operational ease, and maintenance efficiency and will use this knowledge and past "lessons learned" to the benefit of the County.



The Alternate Water Supply Project in Bay County pumps raw water from the Deer Point Reservoir to the Water Treatment Plant 11 miles away.



Our staff inspected construction of the South Shores Second Subaqueous Force Main Crossing in Jacksonville, one of the largest projects of its kind in Jacksonville.

#2

Trenchless Technology
Mott MacDonald is ranked among the top 50 trenchless design firms for 2017 by *Trenchless Technology* magazine.

#6

Pipelines
Mott MacDonald is ranked among the Top Pipeline Design Firms by Engineering News-Records (ENR) 2017.

Funding assistance

The Mott MacDonald team has extensive success providing funding opportunities through FDOT, FAA, CDBG/DEO, FHWA, USDA, FDEP and Water Management Districts as well as other agencies. We utilize creative funding combinations to maximize grant funding and minimize or eliminate the County's capital match. Mott MacDonald has worked with many communities similar in size and are confident that our prior funding assistance experiences could benefit the County.

An important aspect of searching for grant funding is understanding all needs of a municipality. Mott MacDonald has been successful with this by understanding the needs of the community and monitoring numerous agencies for opportunities. Mott MacDonald will work with County staff and essentially become an extension of the staff.

In addition, the FDOT recently ruled to accept applications from cities within eligible counties for the County Incentive Grant Program. This program provides grants to counties and cities, to improve a transportation facility that is located on the State Highway System or which relieves traffic congestion on the State Highway System.

The FDOT also offers a Transportation Regional Incentive Program (TRIP) which is a matching program designed to leverage investments in regionally-significant road and public transportation projects. This program requires cooperation between adjacent communities but can be used for roadways, pedestrian facilities, etc.

Our team will not only assist the County by introducing and obtaining funding opportunities but will also help ensure these funds are properly managed once allocated. Many of the FDOT and FHWA grant programs such as the Local Agency Program (LAP) funds require extensive documentation throughout the project. Our team included in this proposal are well educated in the requirements of these programs and have several well qualified Resident Compliance Specialists in the area that can be tasked with reviewing bimonthly payrolls to ensure compliance with Equal Employment Opportunity regulations, conduct on site interviews of employees, reviewing subcontractor compliance, uploading information to the FDOT website, etc.

\$226m

funding obtained for local municipalities by our local team in the past six years alone

Our goal is to provide a full range of solutions to clients across North America in procurement methods, so they may build and maintain critical infrastructure and provide the best value for the public.

Experience with regulatory agencies

Mott MacDonald is quite accustomed to working with many regulatory authorities, and our variety of project work generally involves one or a combination of the mentioned agencies. As an example, our staff are currently working on or have recently completed the following projects categorized by agency, with a brief description of involvement.

Northwest Florida Water Management District

Bay County Alternate Water Supply

- Consumptive use Permit
- Funding

Chipley I-10 Utilities

- Consumptive Use Permit
- Well Permit

Grand Ridge Water Well

- Consumptive Use Permit

City of Quincy

- Storm Basin Flood Study

Florida Department of Environmental Protection

PSJPA Dredge Project

Bay County AWS Dredge and Wetland Impacts

Chipley I-10 Utilities

- Water/Wastewater Utility Permits
- Funding

Chipley Effluent Disposal

- SRF Funding
- Preliminary Engineering Report
- Final Design/Permitting

City of Springfield 2016-17 Water

- SRF Funding
- Utility Permitting

U.S. Army Corps of Engineers

Port St. Joe Port Authority

- Ship Channel Dredging Permit
- Final Design Upland Disposal

Bay County Alternate Water Supply (AWS)

- Intake Structure Dredge and Fill
- Wetland Impacts and Subaqueous Crossings

FEMA: Federal Emergency Management Agency

City of Bonifay Camp Branch Flood Relief Grant Project

- Flood Evaluation/Modeling
- Flood Mitigation Final Design

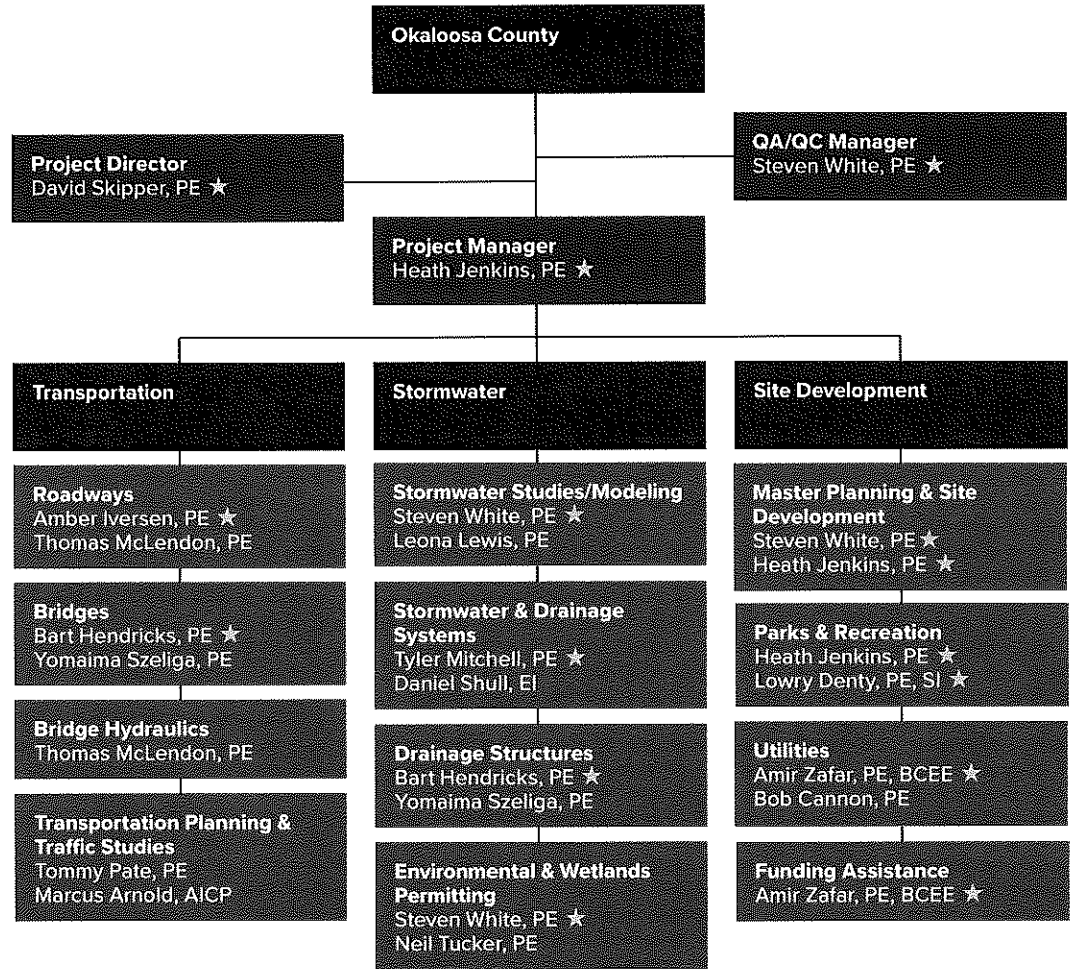
Escambia County Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion

- Flood Evaluation/Modeling
- Land Acquisition
- Stream Restoration and Stabilization

Project management organization

Team organization

The Mott MacDonald Team comprises carefully chosen individuals who are local and have the experience and credentials that are specific and relevant to Okaloosa County's infrastructure planning, modeling, funding, engineering design, permitting, and construction needs. Our complete project team is reflected in our organization chart followed by brief resumes demonstrating each key person's (indicated by a ★) education, experience, and relevant abilities to complete this project.



Support services

Construction Administration

Ray Hodges, PE
Mike Gund, PE

Piping & Hydraulics

Dan Keck, PE
Bob Cannon, PE

Storage

Bob Cannon, PE

Treatment

Amir Zafar, PE, BCEE ★
Dan Keck, PE

Water & Sewer Modeling

Mike Kane, PE

Utility Coordination

Bob Cannon, PE

Electrical & SCADA

Andrew Gibbs, PE

Marine & Coastal Structures

Lowry Denty, PE, SI ★

Building Facilities

Tom Jarman, RA
Lowry Denty, PE, SI ★
Chad Lyner, PE
Jeremy Caglione (BIM)

Structural Inspection

Chad Lyner, PE
Mike Tugwell, PE

Signalization & Lighting

Tommy Pate, PE
Andrew Gibbs, PE

Emergency Response

David Skipper, PE ★
Heath Jenkins, PE ★
Steven White, PE ★
Lowry Denty, PE, SI ★



David Skipper, PE
Project Director

Education

BS, Civil Engineering, 1996

Professional Engineer

FL #58972, 2002
AL #24741, 2002
GA #032638, 2007

Mr. Skipper has over 21 years of experience and currently serves as Senior Vice President and Principal, overseeing the firm's projects and offices in Florida. Throughout Mr. Skipper's career he has managed, supervised, designed or supported a wide variety of transportation projects for the Florida Department of Transportation, various Transportation Authorities and Municipalities. His experience includes all phases of transportation development from feasibility and PD&E studies through final design and construction. His design experience includes resurfacing, restoration and rehabilitation (RRR) projects, intersection improvements, drainage improvements, bridge replacements, concrete rehabilitation and design and multi-lane capacity projects.

Selected Projects

- SR 742 – Burgess Road – Hillburn Drive to US 29, FDOT, Escambia County, FL
- SR 85/SR 123 Road Widening and Flyover Project, FDOT District 3, Okaloosa County, FL
- 2nd Street Stormwater Improvements, Okaloosa County BCC, FL
- 12th Avenue Bridge Replacement over Bayou Texar, Pensacola, FL
- Destin Shore at Crystal Beach, City of Destin, FL
- Brooks Street Redevelopment Project, City of Fort Walton Beach, FL
- Twin Lakes Park, City of Destin, FL
- SR 30 (US 98) – Okaloosa County Line to Tang O Mar Drive, FDOT, Walton County, FL
- Corridor Study, Emerald Coast Bridge Authority, Okaloosa County, FL
- Brooks Street Redevelopment Project, City of Fort Walton Beach, Ft. Walton Beach, FL
- Piedmont Road Emergency and Permanent Repairs, City of Pensacola, FL
- Ganges / Madura Stormwater Improvements, Santa Rosa County, Gulf Breeze, FL
- Hazard Mitigation, Escambia, Santa Rosa, Holmes, and Washington Counties, FL



Heath Jenkins, PE
Project Manager,
Master Planning & Site
Development,
Parks & Recreation

Education

MBA, 2010
BS, Architectural Engineering, 2004

Professional Engineer

FL, #69053, 2009
AL, #31299-E, 2010
MS, #19800, 2010
GA, #035230, 2010
IN, #11200026, 2012
NC, #039501, 2012

Mr. Jenkins has 13 years of experience and is a Principal Project Manager for Mott MacDonald's Pensacola office and has participated in a variety of transportation, aviation, and land development projects. He has experience in project assessment, analysis, design, permitting and construction administration. His projects have included pavement rehabilitation, drainage improvements, roadway design, subdivision design, site planning, master planning and parcel rezoning.

Selected Projects

- Baker Stormwater Ponds, Okaloosa County, Baker, FL
- Golf Links Stormwater Improvements, Okaloosa County, Fort Walton Beach, FL
- John King Road FDOT Grant Application, Okaloosa County, Crestview, FL
- Meigs Road Culvert Replacement Okaloosa County, Shalimar, FL
- Beachview Drive Stormwater Improvements, Okaloosa County, Fort Walton Beach, FL
- 6th Street Drainage Improvements, Okaloosa County, Shalimar, FL
- Baldwin Road Widening, Bay County, Panama City, FL
- Oklahoma Street Resurfacing, City of Bonifay, FL
- Carpenter's Creek NRCS, City of Pensacola, Pensacola, FL
- Burgess Road, FDOT, Pensacola, FL
- Rocky Branch Road, Escambia County, Cantonment, FL
- 12th Avenue and Bayou Boulevard, FDOT, Pensacola, FL
- Commons Drive Extension, City of Destin
- 2nd Street Stormwater Improvements, Okaloosa County, FL
- Destin Shore at Crystal Beach, City of Destin, FL
- 19th Street, City of Panama City, Panama City, FL
- US 98 PD&E Study, FDOT, Okaloosa / Walton Counties, FL
- Ganges / Madura Stormwater Improvements, Santa Rosa County BCC, Santa Rosa County, FL
- Sorrento Road Design
- Alcaniz Streetscape Improvement, Pensacola, FL



Steven White, PE
QA/QC Manager,
Stormwater Studies /
Modeling,
Environmental & Wetlands
Permitting,
Master Planning & Site
Development

Education
 BS, Civil Engineering, 1996
Professional Engineer
 FL, #58809, 2002

Inter Connected Pond
Routing (ICPR) Certified

Mr. White has over 21 years of experience with an emphasis on stormwater analysis, design and permitting in the state of Florida. Steve has worked extensively in Northwest Florida, performing drainage basin modeling utilizing ICPR, subdivision design and site planning in the area. He has worked on a variety of projects including the design of municipal water distribution and storage facilities, wastewater transmission/collection systems, site design, drainage improvements, roadway drainage design for capacity projects regulatory agency permitting, contract administration, and project review.

Selected Projects

- Meigs Road Culvert Replacement Okaloosa County, Shalimar, FL
- 6th Street Drainage Improvements, Okaloosa County, Shalimar, FL
- Rocky Branch Road, Escambia County, Cantonment, FL
- 12th Avenue Drainage Improvements, City of Pensacola, Pensacola, FL
- Gulf Breeze Drainage Improvements, City of Gulf Breeze, FL
- Waterford Sound Subdivision Phase III, Santa Rosa County, FL
- Stormwater Management Pond at Pensacola International Airport, Pensacola, FL
- Bristol Creek Area HMGP Grant Application and Land Acquisition Plan, Escambia County, FL
- Oak Valley Drive PEA and Roadway & Drainage Repairs, Escambia County, FL
- Lake Charlene Drainage Study, Escambia County, FL
- SR 30 (US 98), Walton County, FL
- SR 742 (Burgess Creighton Corridor) PD&E Study, Pensacola, FL
- Muscogee Road Drainage Improvements, Escambia County Engineering Department, Cantonment, Escambia County, FL
- Ferry Pass Zone-II, Phase-IV Drainage Improvements Binkley Street Sewer Expansion, Escambia County Engineering, Escambia County, FL
- 12th Avenue Bridge Replacement over Bayou Texar, FDOT District 3, Escambia County, FL



Amber Iversen, PE
Roadways

Education
 MEng, Civil Engineering, 2010
 BS, Civil Engineering, 2007

Professional Engineer
 FL, #74003, 2011

Ms. Iversen has 11 years of experience delivering management and engineering solutions for numerous civil works projects performed on state, local, and international contracts. With a focus on transportation engineering across phases of planning, design, and post-design, she led or supported the analysis, design, modeling, and quality efforts, including roadway, signing/pavement marking, and drainage design, for major and minor construction projects. As a manager, her projects consistently meet or exceed scope, schedule, and budgetary goals through efficiency and ingenuity. Ms. Iversen's diverse engineering expertise involves aspects of both project management and design for FDOT and other state and local agencies. Management responsibilities have included financial administration, scheduling, resourcing, and reporting for contracts of up to \$5M. She has gained exposure to a wide range of client, team, and project scenarios, and presented study and design data to state/local agencies and the public through reports, presentations, and numerous public involvement meetings and research and outreach activities.

Selected projects

- John King Road FDOT Grant Application, Okaloosa County, Crestview, FL
- Beachview Drive Stormwater Improvements, Okaloosa County, Fort Walton Beach, FL
- 6th Street Drainage Improvements, Okaloosa County, Shalimar, FL
- High Ridge Road Improvements, Okaloosa County, Crestview, FL
- Roger Scott Tennis Center Renovation, City of Pensacola, Pensacola, FL
- Morris Court Park Improvements, City of Pensacola, Pensacola, FL
- General Engineering Contract, FDOT Central Office, Statewide, FL
- Districtwide Safety Miscellaneous Design Contracts (C-8U46 and C-9261), Safety Analysis and Reporting, FDOT District 3
- Districtwide Safety Miscellaneous Design Contract (C-9261), CR 162 Paved Shoulder Construction, FDOT District 3, Jackson County, FL



Bart Hendricks, PE
Bridges, Drainage
Structures

Education

MS, Civil Engineering, 1996
 BS, Civil Engineering, 1992
 BS, Mathematics, 1989

Professional Engineer

FL, # 51391, 1997
 AL, #27659, 2006
 GA, #PE032419, 2007
 NC, #039623, 2012
 LA, #40374, 2015

Certified Bridge Inspector
 AL, #864 (2014)

Mr. Hendricks has over 22 years of experience and serves as a principal engineer in Mott MacDonald's Structural Engineering Department. His professional experience includes structural design, load rating and inspection of transportation structures including concrete, steel and timber bridges and box culverts for vehicles and pedestrians as well as the design of miscellaneous structures associated with drainage projects such as non-standard head walls, energy dissipation structures, weirs, and retaining walls. Mr. Hendricks is a qualified team leader for NBI bridge inspections and has performed emergency inspection and repair design services following major flood events.

Selected Projects

- 12th Avenue Bridge Replacement over Bayou Texar, Pensacola, FL
- Burgess Road Over Carpenter Creek, FDOT District 3, FDOT, Escambia County, FL
- Rocky Branch Road Bridge, Escambia County, FL
- SR 87 Over Yellow River, FDOT District 3, Santa Rosa County, FL
- SR 727 Fairfield Drive Outfall, FDOT District 3, Pensacola, FL
- Pensacola Bay Fishing Bridge, Escambia County, FL
- SR 292 over Intracoastal Waterway PD&E Study, Escambia County, FL
- Bob Sikes Bridge, Pensacola Beach, FL
- SR 87 over Dean Creek, FDOT D3, Santa Rosa County, FL
- SR 85 North of SR 123 to North of SR 8 (I-10). FDOT, Okaloosa County, FL
- Girvin Road, Jacksonville Transportation Authority (JTA), Duval County, FL
- Continuing Bridge Engineering & Inspection Services, Escambia County, FL
- SR 77 from 1 Mile South of Wausau to 1 mile north of Wausau, FDOT District 3, Washington County, FL
- Sunshine Hill Road Bridge Replacement, Escambia County, FL
- Patricia Drive over Bayou Marcus Creek Rehabilitation, Escambia County, FL



Tyler Mitchell, PE
Stormwater & Drainage
Systems

Education

BS, Civil Engineering, 2011
 MS, Civil Engineering, 2013

Professional Engineer

FL, #84446, 2017
 AL, #36734-E, 2017

Mr. Mitchell has six years of engineering experience in a variety of markets including stormwater and drainage systems, transportation, aviation, site development, and municipal utilities. Mr. Mitchell has experience with asphalt materials, roadway design, and drainage design, from initial planning through construction administration. Prior to joining our firm, Mr. Mitchell worked for the Baldwin County Highway Department in Alabama, where he was responsible for the design phase County projects, including funding procurement, plan preparation, permitting, bid and contract document preparation, and overall contract and project management. Projects include highway resurfacing, drainage design, and intersection improvements. Mr. Mitchell also gained in-depth experience with asphalt pavements as a graduate student, where he focused his coursework in pavements and materials and performed research on asphalt pavement mixtures in conjunction with the National Center for Asphalt Technology (NCAT).

Selected Projects

- Golf Links Stormwater Improvements, Okaloosa County, Fort Walton Beach, FL
- Baker Stormwater Ponds, Okaloosa County, Baker, FL
- Carpenter's Creek NRCS, City of Pensacola, Pensacola, FL
- Carver Drainage Improvements, Escambia County, Pensacola, FL
- Crockett Street and Crestfield Circle Drainage Improvements, Escambia County, Pensacola, FL
- Bristol Park / Ashbury HMGP Application and Property Acquisition, Escambia County, Pensacola, FL
- Oak Valley Drive PEA and Repairs, Escambia, Pensacola, FL
- Pace subdivision, SNS Realty, Pace, FL
- Grade, Drain, Base & Pave Hagendorfer Road from CR 97 to CR 91, Baldwin County Commission, Lillian, AL



Lowry Denty, PE, SI
Parks & Recreation

Education

BS, Civil Engineering

Professional Engineer

- FL, # 52611, 1998
- AL, #24892, 2002
- CO, #44131, 2010
- GA, #032343, 2007
- LA, #38440, 2013
- MD, #39546, 2010
- MS, #16854, 2005
- NC, #029590, 2012
- TX, #109524, 2011

Special Inspector

FL, #2020

Mr. Denty has over 25 years of experience and currently serves as Structural Design Manager for the Mott MacDonald Pensacola Office. As a Senior Structural Engineer, Project Manager, and Special Inspector, he is involved in all aspects of project design, administration, and threshold inspections. His broad base of structural engineering experience includes structural design and construction administration for commercial, municipal, educational, marine, and transportation projects throughout the Eastern United States.

Selected Projects

- GTMO Hurricane Sandy Waterfront Repairs, NAVFAC, Guantanamo Bay, Cuba
- Perdido River Boat Ramp Facility, FDEP, Escambia County, FL
- 10 MGD FWB Pump Station No. 1 Rehabilitation and Force Main, Fort Walton Beach, FL
- Pensacola Community Maritime Park Bulkhead, Pensacola, FL
- Quietwater Beach Ferry Landing, Pensacola Beach, Escambia County, FL
- Pensacola Bay Fishing Pier, Escambia County, FL
- Bob Sikes Bridge Fender System Repair/ Replacement, Escambia County, FL
- 12th Avenue Bridge Widening, City of Pensacola, FL
- Santa Rosa Correctional Institution Work Camp
- State Road 87 Over Dean Creek, FDOT, Santa Rosa County, FL
- State Road 85 North of SR 123 to North of SR 8 (I-10), FDOT, Okaloosa County, FL
- US 98 PD&E Study, FDOT, Okaloosa & Walton Counties, FL
- Destin Shore at Crystal Beach, Destin, FL
- Central Booking Facility, Escambia County Administration Complex, Escambia County Commission, Pensacola, FL
- Milton Girls Juvenile Residential Facility, Florida Department of Corrections, Milton FL



Amir Zafar, PE, BCEE
Utilities,
Funding Assistance

Education

MBA
MS, Chemical Engineering
BS, Chemical Engineering

Professional Engineer

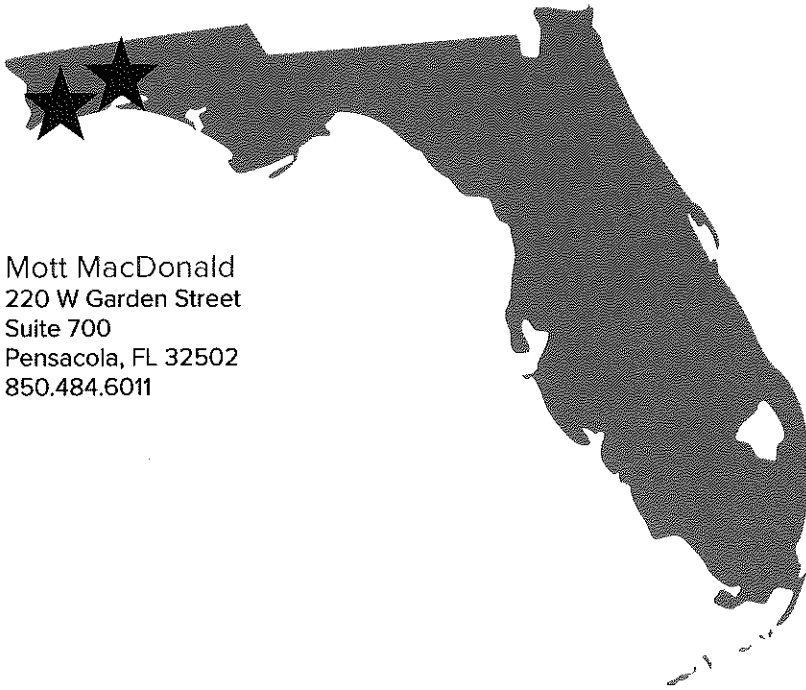
- FL, #56829, 2001
- Board Certified Environmental Engineer, AAEE, 2005
- FLDEP Qualified Stormwater Management Inspector
- Certified Master Modeler

Mr. Zafar is an accomplished civil and chemical engineer who has spent his 21-year career enhancing Florida's critical water, sewer, and transportation infrastructure. He has helped over a dozen cities and counties in Florida obtain hundreds of millions of dollars in grant funding through a variety of sources including FHWA/FDOT, DEO, FEMA, USDA, FDEP and Water Management Districts. He helps to utilize creative funding combinations that maximize grant funding and minimize or may eliminate capital match. Mr. Zafar has been active with the funding branch of FDEP and is currently serving on the technical advisory committee responsible for the preparation of FDEP's Small Communities Wastewater Facilities Grant Program. Mr. Zafar technical experience is focused in detailed industrial and municipal water and wastewater treatment facilities design, pump station, sewer collection system, inflow and infiltration analysis, water distribution system, booster pump station, solid waste management and recycling, stream water quality analysis, stormwater design, regulatory permitting, facility startup, analytical testing, effluent reuse, project funding, and odor control.

Selected experience

Mr. Zafar assisted the following communities in securing over \$90 million in grant and loan funds. The following is a list of recent funding Mr. Zafar has helped clients receive:

| Client | Total | Funding Agencies |
|---------------------------------|----------|--|
| City of Bonifay | \$26.75M | DEO-CDBG, DEP-SRF, USDA-RD, DEP-SDCG, CDBG, NWFWM, FEMA-HMGP |
| City of Marianna | \$28.5M | CDBG, DEP-SRF, USDA-RD |
| City of Mary Esther | \$.3M | CDBG |
| City of Perry | \$18.2M | CDBG, DEP-SRF, USDA-RD, EDA, OTTED-RIF |
| City of Quincy | \$2M | DEP-SRF |
| City of Springfield | \$7.35M | DEP-SRF, NWFWM |
| Emerald Coast Utility Authority | \$134M | FEMA Direct Fund, FEMA-HMGP |
| Town of Grand Ridge | \$6.3M | DEP-SRF, FDOT |
| Town of Havana | \$2.3M | CDBG, DEP-SRF |



Mott MacDonald
 220 W Garden Street
 Suite 700
 Pensacola, FL 32502
 850.484.6011

Geographic location

The primary location for performing the work and the location of our project manager will be Mott MacDonald's Pensacola office, which is within an hour drive (53 miles) from Okaloosa County and includes 84 professional staff.

This close proximity will allow our experienced staff to be on-site when you need us. By having our local project manager Heath Jenkins, PE and other key team members and discipline leads are also located in Pensacola and will be promptly available to your staff as project needs arise.

Workload and availability

Mott MacDonald understands the critical importance of having the right people fully committed to complete every project assigned to the firm, effectively and efficiently. During our previous work for Okaloosa County and other local government entities, we have demonstrated our ability to deliver projects on-time and on-budget.

Based on our understanding of this continuing services contract and the estimated future work for our team, Mott MacDonald fully believes that the identified team members and support staff have availability to complete each project in addition to currently contracted work.

We commit to maintain sufficient resources to achieve each project in a timely and efficient manner. Although we are only highlighting our most experienced local and regional staff, we also have many junior and support staff in the same office who will efficiently perform the work under the direct supervision of our project manager and discipline leads.

The following table provides a listing of the key team members, their primary role, and their forecasted percent availability.

| Team Member | Role | Avail. % |
|----------------------|---|----------|
| David Skipper, PE | Project Director | 20% |
| Heath Jenkins, PE | Project Manager, Master Planning & Site Development, Parks & Recreation | 80% |
| Steven White, PE | QA/QC Manager, Stormwater Studies / Modeling, Environmental & Wetlands Permitting, Master Planning & Site Development | 40% |
| Amber Iversen, PE | Roadways | 70% |
| Bart Hendricks, PE | Bridges, Drainage Structures | 40% |
| Tyler Mitchell, PE | Stormwater & Drainage Systems | 70% |
| Lowry Denty, PE, SI | Parks & Recreation | 40% |
| Amir Zafar, PE, BCEE | Utilities, Funding Assistance | 30% |

Meeting schedules

Scheduling is a critical element for both the client and consultant personnel in the successful execution and delivery of their respective projects. Scheduling serves two fundamental purposes. First, schedules are used for purposes of tracking the overall delivery of projects and reporting that progress back to the County. The second purpose of schedules is to serve as a tool for use by project and task managers to effectively manage and execute projects on a day to day basis.

Our computer generated schedules are critical path method (CPM) schedules created using Primavera, Microsoft Project or Sure Trak. These schedules are developed based on the contractor requirements and information provided, with our responsibility being to review for accuracy and attainability.

Our document control team continually updates tracking of contract time and contract earnings for comparison to the most up to date schedule information. This will allow for weekly updates provided at the Weekly Progress Meetings to show progress percentage and percent of Contract time expended for comparison to the planned progress percentages as detailed in the schedule.

Mott MacDonald has a “No Surprises” philosophy with regard to our project approach. We emphasize the following as critical elements in every project we implement:

- Safety & ethics
- Quality & accurate deliverables
- Project planning & coordination
- Proactive communication
- Commitment of resources

Meeting budgets

Mott MacDonald utilizes numerous concepts and procedures throughout both the design development and construction phases of each project to enhance the value and quality of our service to our clients. The control of construction cost inclusive of procedures to minimize construction change orders are an added value to our clients.

Computer aided design and drafting equipment and software are continually updated to ensure design and modeling efforts are efficient and accurate. The use of aerial photography and mapping or GPS surveying techniques on a job specific basis may be evaluated during the preliminary planning stages to determine the cost effectiveness and potential for acceleration of the project schedule.

With respect to the construction budget, the number of successful grant funded projects that Mott MacDonald has successfully completed is testimony of our ability to accurately estimate opinion of cost. Even during periods of extremely variable and changing construction costs, we have been successful in designing and completing projects within budget.

Our program management services include the following:

- Contract administration
- Financial management
- Project organization & planning
- Cost control
- Cost estimating
- Budgeting
- Schedule control
- Document management/control
- Feasibility studies
- Risk management
- Quality assurance/quality control
- Reporting

Quality assurance

The Mott MacDonald QA/QC goes beyond checking deliverables prior to submittal. It is a daily work ethic instilled into all our managers, designers, and technicians.

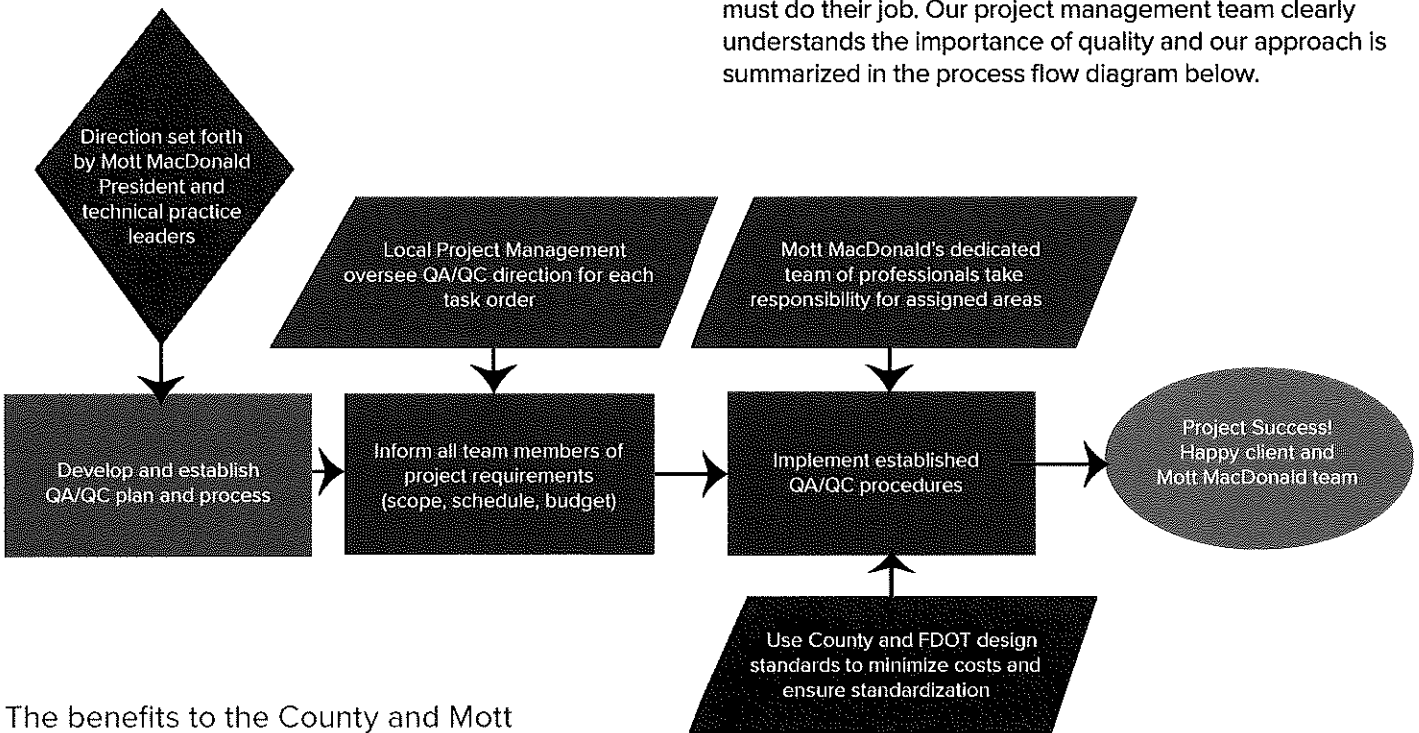
We understand that Okaloosa County is making a major capital investment on each Task Order of this Contract. As with any major purchase, buyers want the most for their money. They want quality, durability, reliability, and all for a fair and reasonable price. Regardless of project size or scope, it will require close coordination between multi-disciplines, designers, and construction personnel under unique site characteristics. It will require a plan to control quality – a plan that not only addresses quality of the design but also establishes a process to promote quality of conformance and quality of performance.

Mott MacDonald's process to quality is based on a well-established process, called our Business Management System (BMS). As a part of our commitment to quality, Mott MacDonald submits our procedures to external assessments carried out by independent nationally accredited assessors.

This assures an independent evaluation of our policies and procedures and substantiates Mott MacDonald as an ISO 9001 accredited firm. The ISO 9001 accreditation is an independently verified certification that Mott MacDonald has established a formal Quality-Assurance program and verifies that we actually follow those procedures. We have invested in this certification as a commitment to our clients that quality will be upheld throughout our work product.

Mott MacDonald and the entire project team are committed to providing the County with the highest quality of services for this project. We take the approach that quality control begins even before the Notice to Proceed is issued. It begins once the project manager thoroughly understands the scope of services for the project, and then assigns and dedicates the very best personnel suited to the tasks that are required. Steven White, PE will be ultimately responsible for establishing and maintaining the Quality Control/Quality Assurance Programs for this project.

Any quality procedure or system like our BMS is only useful when it is followed. For Mott MacDonald, to ensure quality and achieve success, every member of the project team must do their job. Our project management team clearly understands the importance of quality and our approach is summarized in the process flow diagram below.



The benefits to the County and Mott MacDonald by following these simple steps are endless: a process, if executed, will dramatically increase the chances for success. In the consulting engineering field, a company's greatest assets are its employees.

References

Mott MacDonald believes that clients who continue to use our services are a testament to the quality of the services we provide, and that we follow through with the services identified in our proposals.

Listed below are five clients that can attest to our team's outstanding engineering and technical services, with many being repeat business.

1.

Bay County

Josee Cyr
Stormwater Engineer
840 West 11th Street
Panama City, FL 32401
850-248-8301
jcyr@baycountyfl.gov

Services include: roadway, stormwater, water, construction services

2.

Escambia County

Elizabeth Bush
Sr. Project Engineer, Public Works
3363 West Park Place
Pensacola, FL 32505
850-595-3450
mebush@myescambia.com

Services include: roadway, stormwater, bridges, water, civil, surveying, permitting, construction services

3.

Santa Rosa County

Roger Blaylock, PE
County Engineer
6495 Caroline St, Suite G
Milton, FL 32570
850.981.7100
RogerB@santarosa.fl.gov

Services include: roadway, stormwater, water, surveying, permitting, construction services

4.

City of Fort Walton Beach

Michael Beedie
City Manager
105 Miracle Strip Pkwy. SW
Ft. Walton Beach, FL 32548
850.833.9504
mbeedie@fwb.org

Services include: roadway, stormwater, water, civil, master planning, surveying, permitting, construction services

5.

Florida Department of Transportation

Jared Perdue
District 3 Design Engineer
1074 Highway 90 East
Chipley, Florida 32428
850.415.9492
jared.perdue@dot.state.fl.us

Services include: roadway, stormwater, bridges, CEI, utilities coordination, surveying, permitting, construction services

Standard Contract Clauses

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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

E-VERIFY

Enrollment and verification requirements.

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

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

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

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

EXHIBIT "A"

MOTT MACDONALD
2018-2023 OKALOOSA COUNTY HOURLY RATE SCHEDULE

| Billing Title | Hourly Rate* | |
|--|----------------|------------------|
| | Base Years 1-3 | Option Years 4-5 |
| Principal Project Manager/Principal Architect/Principal Engineer | \$ 200.00 | \$ 200.00 |
| Senior Project Manager/Project Engineer/Project Architect | \$ 185.00 | \$ 192.00 |
| Project Manager/Project Engineer/Project Architect | \$ 135.00 | \$ 140.00 |
| Engineer/Architect III/IV | \$ 125.00 | \$ 130.00 |
| Engineer/Architect I/II | \$ 95.00 | \$ 99.00 |
| Senior Designer | \$ 145.00 | \$ 150.00 |
| Designer III/IV | \$ 110.00 | \$ 114.00 |
| Senior Inspector | \$ 90.00 | \$ 93.00 |
| Inspector | \$ 85.00 | \$ 88.00 |
| Technician | \$ 60.00 | \$ 62.00 |
| Surveyor V | \$ 110.00 | \$ 114.00 |
| Surveyor III/IV | \$ 85.00 | \$ 88.00 |
| Surveyor I/II | \$ 50.00 | \$ 52.00 |
| Administrative Assistant | \$ 65.00 | \$ 67.00 |
| 1-Person Survey Crew with Robotic Equipment | \$ 95.00 | \$ 99.00 |
| 2-Person Survey Crew | \$ 130.00 | \$ 135.00 |
| 3-Person Survey Crew | \$ 170.00 | \$ 176.00 |
| 4-Person Survey Crew | \$ 215.00 | \$ 223.00 |

Notes

- * Hourly rates for special consultations and services in conjunction with litigation are available upon request.
- * Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.
- * Rates for additional personnel can be provided upon request.
- * Rates for Option Years calculated per escalation value (3.77%) provided by Okaloosa County.

Invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract.

The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective February 1, 2018