

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/18/2021

Contract/Lease Control #: C19-2837-PW

Procurement#: PW 01-19

Contract/Lease Type: CONTRACT

Award To/Lessee: MOTT MACDONALD FLORIDA, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/20/2019

Expiration Date: 08/19/2023

Description of: CONSTRUCTION, ENGINEERING & INSPECTION SVS FOR PJ  
ADAMS PARKWAY WIDENING

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/23/2021

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

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

PRODUCER  
Willis of New Jersey, Inc.  
c/o 26 Century Blvd  
P.O. Box 305191  
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center  
PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378  
E-MAIL ADDRESS: certificates@willis.com

INSURED  
Mott MacDonald Florida, LLC  
220 West Garden Street, Suite 700  
Pensacola, FL 32502

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Fireman's Fund Insurance Company	21873
INSURER B: American Automobile Insurance Company	21849
INSURER C: Travelers Property Casualty Company of America	25674
INSURER D: National Surety Corporation	21881
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: W21324660

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 SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
		Y Y	USC016868210	06/30/2021	06/30/2022	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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	SCV010281-21-01	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 1000
	<input checked="" type="checkbox"/> OTHER:					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CUP-08634559-21-NF	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No N/A	SCW018893-21-01	06/30/2021	06/30/2022	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may b  
Division Branch: Southeast

Re: Construction Engineering & Inspection Services for PJ Adams I

Owner and the Florida Department of Transportation are Additional Liability as per written contract or agreement.

CONTRACT#: C19-2837-PW  
MOTT MACDONALD FLORIDA, LLC  
CONSTRUCTION, ENG & INSPECTION SVSS  
FOR PJ ADAMS PARKWAY WIDENING  
EXPIRES: 08/19/2023

## CERTIFICATE HOLDER

Okaloosa County  
5479A Old Bethel Road  
Crestview, FL 32536

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

Procurement/Contract/Lease Number: <u>C19-2837-PW</u>	Tracking Number: <u>4305-21</u>
Procurement/Contractor/Lessee Name: <u>Mott Macomald</u>	Grant Funded: YES <u>X</u> NO <u>  </u>
Purpose: <u>amendment #1</u>	
Date/Term: <u>8-19-2023</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000
Department #: <u>3214 / 563001</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Account #: <u>732040 / 563159</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Amount: <u>  </u>	
Department: <u>PW</u>	Dept. Monitor Name: <u>Chy</u>

<b>Purchasing Review</b>	
Procurement or Contract/Lease requirements are met:	
<u>DeRita Mason</u>	Date: <u>4-19-21</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

<b>2CFR Compliance Review (if required)</b>	
Approved as written:	Grant Name: <u>  </u>
<u>See email attached</u>	Date: <u>6-8-21</u>
Grants Coordinator	

<b>Risk Management Review</b>	
Approved as written:	Date: <u>4-20-21</u>
<u>See email attached</u>	
Risk Manager or designee	Lisa Price

<b>County Attorney Review</b>	
Approved as written:	Date: <u>4-19-21</u>
<u>See email attached</u>	
County Attorney	Lynn Hoshihara, Kerry Parsons or Designee

<b>Department Funding Review</b>	
Approved as written:	Date: <u>  </u>
<u>  </u>	

<b>IT Review (if applicable)</b>	
Approved as written:	Date: <u>  </u>
<u>  </u>	

## DeRita Mason

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**From:** Jane Evans  
**Sent:** Tuesday, June 8, 2021 11:50 AM  
**To:** DeRita Mason  
**Subject:** RE: Mott MacDonald Amendment C19-2837-PW  
**Attachments:** C19-2837-PW Amendment 1\_Rev1.pdf; Cori Henderson mentioned you in #046 Okaloosa County Southwest Crestview Bypass in Smartsheet

This is the copy I sent to Triumph and their approval.

I think the only change in the one that is going to the Board is the date of the Board Meeting.

This is approved for grant purposes.

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](mailto: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.**

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**From:** DeRita Mason  
**Sent:** Tuesday, June 8, 2021 11:39 AM  
**To:** Jane Evans <[jevans@myokaloosa.com](mailto:jevans@myokaloosa.com)>  
**Subject:** Mott MacDonald Amendment C19-2837-PW

Good morning,  
A while back, I had send you the referenced amendment for review. Can you tell me if it is good for grant purposes?

Thank you,

DeRita Mason

## DeRita Mason

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**From:** Kerry Parsons  
**Sent:** Monday, April 19, 2021 3:57 PM  
**To:** Roy Petrey  
**Cc:** Scott Bitterman; DeRita Mason; Jane Evans; Lorilee Corbett; Lynn Hoshihara NGN-Tally  
**Subject:** Re: Amendment to PJ Adams CEI Contract C19-2387-PW

This is approved for legal purposes.

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

---

**From:** Roy Petrey  
**Sent:** Monday, April 19, 2021 3:13:53 PM  
**To:** Kerry Parsons  
**Cc:** Scott Bitterman; DeRita Mason; Jane Evans; Lorilee Corbett  
**Subject:** Amendment to PJ Adams CEI Contract C19-2387-PW

Kerry,  
We're still negotiating fee but was hoping you could review the body of this amendment adding PJ Adams Phase 4 to Mott MacDonald's current CEI contract. Local and Triumph dollars will be used to fund this work.

Thanks,

Roy

**Roy Petrey, PE**  
Project Manager | Design Engineer

Okaloosa County Public Works  
1759 South Feron Blvd.  
Crestview, FL 32536  
850.689.5772 (Main)  
850-423-4854 (Direct)  
850-803-8200 (Cell)  
[rpetry@myokaloosa.com](mailto:rpetry@myokaloosa.com)

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## DeRita Mason

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**From:** Lisa Price  
**Sent:** Tuesday, April 20, 2021 7:51 AM  
**To:** DeRita Mason  
**Subject:** RE: Amendment to PJ Adams CEI Contract C19-2387-PW

This is approved by Risk as an amendment to the current contract.

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



"Kindness is the language which the deaf can hear and the blind can see"  
Mark Twain

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

*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.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, April 20, 2021 7:42 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: Amendment to PJ Adams CEI Contract C19-2387-PW

Good morning,  
Please review and approve.

Thank you,

DeRita Mason





**AMENDMENT NO. 1  
CONTRACT FOR MOTT MACDONALD FLORIDA, LLC  
CONTRACT #C19-2837-PW**

This First Amendment made and entered this 15<sup>th</sup> day of June, 2021, hereby amends contract C19-2837-PW, dated August 20, 2019 by and between Okaloosa County, Florida, (hereinafter the "County") and Mott MacDonald Florida, LLC, (hereinafter the "Consultant").

**WHEREAS**, on August 20, 2019 the County and Consultant entered into a Contract, C19-2837-PW, which provides Construction Engineering and Inspections (CEI) Service for PJ Parkway Widening (the "Contract"); and

**WHEREAS**, the Contract scope included CEI services for project segments of SR85 to Key Lime Place, Key Lime Place to Ashley Drive, and Ashley Drive to Wild Horse Drive along PJ Adams Parkway; and

**WHEREAS**, the Contract contains a provision to add the section of PJ Adams Parkway from Wild Horse Drive to I-10 as optional services; and

**WHEREAS**, the County desires to add as optional services the section of PJ Adams Parkway from Wild Horse Drive to a terminus east of I-10 near Crab Apple Avenue and Old Antioch Road; and

**WHEREAS**, the parties agree it is necessary to amend the Contract as stated below.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend Contract C19-2837-PW as follows:

1. The scope of services covered under this contract is amended to include the CEI services required by the construction of PJ Adams Parkway Widening from Wild Horse Drive to near Crab Apple Avenue and Old Antioch Road.
2. Compensation under B.3.01.A.1 (CEI Services) and under B3.01.A.2 (Material Testing) shall be increased by \$845,000.00 and \$5,000.00, respectively, bringing the revised Total Estimated Compensation under this Contract to be \$2,529,500.00.
3. The term of the contract shall be extended for one additional year, a total of four (4) years from the effective date of the Contract and will expire August 19, 2023 however, if the construction is incomplete as of this date, the term may be extended by mutual consent of both parties based on the most current construction schedule, not to exceed six months after final payment to the construction contractor(s).
4. Consultant agrees to hold the fully loaded rates established by the contract for a period of four (4) years from the effective date of the contract.
5. All other provisions of the Contract shall remain in full force and effect through the duration of the of the revised term of the Contract.

**AMENDMENT NO. 1  
CONTRACT FOR MOTT MACDONALD FLORIDA, LLC  
CONTRACT #C19-2837-PW**

**IN WITNESS WHEREOF**, the parties hereto have executed this amendment as of the day and year first written.

MOTT MACDONALD FLORIDA, LLC.

By: David Skipper  
David D. Skipper, P.E.  
Senior Vice President

Digitaly signed by David Skipper  
Date: 2023.08.07 10:11:52 -0500  
Certificate: 2023.08.07 10:11:52 -0500  
Public Key: 2023.08.07 10:11:52 -0500

Witness: \_\_\_\_\_

OKALOOSA BOARD OF COUNTY COMMISSIONERS

By: Carolyn N. Ketchel  
Carolyn N. Ketchel, Chairman

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





## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/23/2019

Contract/Lease Control #: C19-2837-PW

Procurement#: PW 01-19

Contract/Lease Type: CONTRACT

Award To/Lessee: MOTT MACDONALD FLORIDA, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/20/2019

Expiration Date: 08/19/2022 W/2 1 YR RENEWALS

Description of  
Contract/Lease: CONSTRUCTION ENGINEERING & INSPECTION SVS FOR PJ  
ADAMS PARKWAY WIDENING

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

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

Procurement/Contract/Lease Number: TBD 01-19 Tracking Number: 3445-19  
Procurement/Contractor/Lessee Name: mott macdonald Grant Funded: YES X NO       
Purpose: CEI services for PJ Adams Parkway  
Date/Term: 3yrs w/ 2 1/2 remedy  
Amount: \$100,000  
Department: DW  
Dept. Monitor Name: autry

1. ☒ GREATER THAN \$100,000  
2. ☐ GREATER THAN \$50,000  
3. ☐ \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

DeRita Mason Date: 7-19-19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written:

Danielle Garcia  
Grants Coordinator

Danielle Garcia

Grant Name: Trop 2, LAP-7, LAP?  
Date: 7.22.19

**Risk Management Review**

Approved as written:

      
Risk Manager or designee

Laura Porter or Krystal King

Date: 7-23-19

**County Attorney Review**

Approved as written:

      
County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 7-23-19

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:** Tuesday, July 23, 2019 10:38 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** Re: PJ Adams CEI

This is approved for legal purposes

Sent from my iPhone

On Jul 23, 2019, at 10:32 AM, DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)> wrote:

See below from Roy. I know it is short notice and you just go it today.

Thank you,

DeRita

---

**From:** Roy Petrey  
**Sent:** Tuesday, July 23, 2019 7:19 AM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Subject:** PJ Adams CEI

DeRita,

Need your help. I need comments back from the review of PJ Adams CEI executed contract today. The contract was reviewed when the RFP was issued. The review current should be cursory and essentially that we've filled out the contract names and amounts correctly. I'm pushing this to get on the BCC's agenda for August 6<sup>th</sup>.

Thanks,

**Roy**

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# Board of County Commissioners Purchasing Department

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State of Florida

Date: May 3, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFQ PW 01-19

CEI Services for PJ Adams Parkway Widening Project

Okaloosa County would like to thank all businesses which submitted responses to CEI Services for PJ Adams Parkway Widening Project. (RFQ PW 01-19)

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

**Mott MacDonald Florida, LLC**  
**220 W. Garden Street, Suite 700**  
**Pensacola, FL 32502**

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.

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager

[View assistance for SAM.gov](#)

**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:** SAM.gov will be down for scheduled maintenance Saturday, 09/14/2019, from 8:00 AM to 1:00 PM (EDT).

## Search Results

### Quick Search Results

Total records:1

Result Page: 1

[Save PDF](#)[Export Results](#)[Print](#)Sort by **Relevance**Order by **Descending**

Your search returned the following results...

Entity

**MOTT MACDONALD FLORIDA, LLC**Status: **Active**DUNS: **061919205**CAGE Code: **1PYK0**[View Details](#)Has Active Exclusion?: **No**

DoDAAC:

Expiration Date: **08/31/2019**Debt Subject to Offset?: **No**Purpose of Registration: **All Awards**

Result Page: 1

[Save PDF](#)[Export Results](#)[Print](#)

IBM-NP-20190814-1104  
WWW4

<a href="#">Search Records</a>	<a href="#">Disclaimers</a>	<a href="#">FAPHS.gov</a>
<a href="#">Data Access</a>	<a href="#">Accessibility</a>	<a href="#">GSA.gov/LAE</a>
<a href="#">Check Status</a>	<a href="#">Privacy Policy</a>	<a href="#">GSA.gov</a>
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**CONTRACT: C19-2837-PW  
MOTT MACDONLAD FLORIDA, LLC  
CONSTRUCTION ENGINEERING & INSPECTION  
OF PJ ADAMS PARKWAY WIDENDING  
EXPIRES: 08/19/2022 W/2 1 YR RENEWALS**

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**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CONSTRUCTION ENGINEERING & INSPECTION SERVICES  
FOR  
PJ ADAMS PARKWAY WIDENING**

**OKALOOSA BOARD OF COUNTY COMMISSIONERS**

**PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING &  
INSPECTION SERVICES FOR PJ ADAMS PARKWAY WIDENING**

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## **AGREEMENT**

THIS AGREEMENT is by and between Okaloosa County through its Board of County Commissioners ("Owner"), situated at 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Mott MacDonald Florida, LLC ("Consultant"), whose address is 220 W. Garden Street, Suite 700, Pensacola, FL 32502.

## **WITNESSETH**

**WHEREAS**, the Board has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

**WHEREAS**, Consultant was chosen pursuant to that professional services selection process; and

**WHEREAS**, Owner and Consultant have negotiated the scope and fee for services contemplated in the below described project..

**NOW, THEREFORE**, in consideration of payments, hereinafter mentioned, to be made by the Owner, the Consultant agrees to furnish all labor to perform work for RFP PW 01-19; Construction Engineering & Inspection Services for PJ Adams Parkway Widening, for a not to exceed without an amendment to the Agreement amount of \$1,679,500.00 in strict conformity with the provisions of this Agreement.

Owner and Consultant further agree as follows:

### **ARTICLE 1 THE PROJECT**

1.01 The Project, of which the Services may be the whole or only a part, is identified as follows:

PJ Adams Parkway Widening, between Florida SR 85 and US Interstate 10 and is divided into four (4) segments identified as:

Segment 1 - SR 85 to Key Lime Place

Segment 2 - Key Lime Place to Ashley Drive

Segment 3 - Ashley Drive to Wild Horse Drive

Segment 4 - Wild Horse Drive to SR 8 (I-10) - This segment is currently unfunded but may be added via an amendment as optional services.

### **ARTICLE 2 SERVICES OF CONSULTANT**

2.01 Consultant shall provide Construction Engineering and Inspection (CEI) services for segments of roadway under construction with the construction work being performed by one or more general contractors. The services the Consultant shall perform are set forth in Exhibit A. The segments of construction for which Consultant shall provide service under this Agreement are Segments 1-3 (SR 85 to Wild Horse Drive). Additional CEI

services for subsequent segments of construction of the Project may be added by Contract Modification with mutual consent of both parties.

### **ARTICLE 3 OWNER'S RESPONSIBILITIES**

#### **3.01 General**

- A. Owner will furnish the following Construction Contract documents. These documents may be provided in either paper or electronic format.
  - 1. Construction Plans,
  - 2. Specification Package,
  - 3. Copy of Executed Construction Contract
- B. Owner shall pay Consultant as set forth in Exhibit B.
- C. Owner shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

### **ARTICLE 4 INSURANCE AND INDEMNIFICATION**

#### **4.01 Insurance**

- A. The Consultant shall furnish certificates of insurance demonstrating coverage meeting conditions and limits as outlined in Exhibit C.

#### **4.02 Indemnification**

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Okaloosa Board of County Commissioners, the Florida Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and other persons employed or utilized by Consultant in the performance of this Contract.
- B. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and Okaloosa County's sovereign immunity.

#### **4.03 Errors and Omissions**

- A. Acceptance of the work by the County or Agreement termination does not constitute County approval and will not relieve the Party of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Party shall make all necessary revisions or corrections resulting from errors and/or omissions on part of the Party without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

## **ARTICLE 5 SCHEDULE FOR RENDERING SERVICE AND TERM**

### **5.01 Commencement**

- A. Consultant is authorized to begin rendering services as of the Effective Date of this Agreement and upon issuance of a Notice to Proceed by Owner.

### **5.02 Time for Completion**

- A. The term of contract will run for three (3) years from the effective date of this Agreement. The agreement may be extended by mutual agreement of both parties.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely matter so as not to delay the Consultant's performance of its services.
- E. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## **ARTICLE 6 INVOICES AND PAYMENTS**

### **6.01 Invoices**

- A. The Consultant certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the Owner to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to Consultant due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed under this Agreement.
- B. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants.
- C. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. Costs shown on invoices shall be subtotaled by segment and/or funding source. If requested by the Owner, the final invoice will be accompanied by a certified job cost summary report generated by the Consultant's accounting system for the work performed by Consultant but not its Subconsultants. The report will include at a minimum the total number of hours and salary costs actually charged to the project, the total miscellaneous direct expense, and the total Subconsultant cost charged to the project. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.

- D. The Owner will render a decision on the acceptability of services within five working days of receipt of either the services, invoice, or progress report, whichever is later. The Owner reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Owner. Any payment withheld will be released and paid to the Consultant promptly when the work is subsequently performed.
- E. Consultant shall submit invoices on a monthly basis and in a form agreeable to Owner. Invoices are due and payable within 25 days of receipt and in accordance with the Florida Prompt Payment Act (Chapter 218 F.S).

#### 6.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Consultant and then to principal.
- B. Payment for hourly services shall be submitted with back-up documentation (i.e. staff timesheets) to support time spent and charges accrued.
- C. Each invoice shall show the total contract amount, any approved contract amount amendments, the amount previously billed, the current bill amount, and the balance remaining as of the pay ending date.
- D. Invoices shall be mailed directly to the Owner's designated representative.
- E. If Owner contests an invoice, Owner shall promptly advise Consultant of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

#### 6.03 Project Closeout

##### A. Final Audit

- 1. If requested by the Owner, the Consultant will permit the Owner and/or its designee to perform an audit of the time based and reimbursable expense records of the Consultant and any or all Subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the services. In the event funds paid to the Consultant are subsequently properly disallowed by the Owner because of accounting errors or charges not in conformity with this Method of Compensation, the Consultant agrees that such disallowed amounts are due to the Owner upon demand.
- 2. A Certificate of Completion will be prepared for execution by both parties stating the total compensation due to the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Owner for overpayment, provided the net difference is not zero.

### **ARTICLE 7 CONSULTANT'S REPRESENTATIONS**

#### 7.01 In order to induce Owner to enter into this Agreement, Consultant makes the following representations:

- A. Consultant is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Services under this Agreement.

- B. Consultant has carefully studied, considered, and correlated the information known to Consultant, information commonly known to Consultants providing similar services doing business in the locality where the Services will be provided, and with respect to the effect of such information on the cost, progress, and performance of Consultant's obligations under this Agreement.

## **ARTICLE 8 MISCELLANEOUS**

### **8.01 Successors and Assigns**

- A. Owner and Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **8.02 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **8.03 Consultant's Certifications**

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.03:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or selection process or the execution of the Agreement to the detriment of Owner, (b) to Agreement prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition; and
  - 3. "collusive practice" means a scheme or arrangement between two or more Consultants, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection or negotiating process or affect the execution of the Agreement.

### **8.04 Limitations**

- A. Owner and Consultant waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 8.4.A shall be binding upon the assignee with respect to Consultant and assignor.

### **8.05 Third Party Beneficiaries**

- A. It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

#### 8.06 Notices

- A. All notices required or made pursuant to this Agreement by the Consultant to the Owner shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Okaloosa County Administrator  
1250 N. Eglin Parkway  
Shalimar, FL 32579

- B. All notices required or made pursuant to this Agreement by the Owner to Consultant shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

David D. Skipper, PE  
Mott MacDonald Florida, LLC  
220 W. Garden Street, Ste. 700  
Pensacola, FL 32502

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

#### 8.07 Contractor Compliance

- A. The Consultant shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

#### 8.08 Audit

- A. The Owner and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Consultant with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of five (5) years after the termination of the Contract.
- B. Consultant represents, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.
- C. Consultant understands the requirements of and agrees to comply with the requirements of Florida Statute, 20.055(5).

#### 8.09 Independent Contractor

- A. The parties enter into this Contract as, and shall continue to be, independent contractors. All services shall be performed only by Consultant, Consultant's employees, and Consultant's subconsultants. Under no circumstances shall Consultant or any of Consultant's employees or any of Consultant's subconsultants or lower tiered subconsultants to look to the Owner as his/her employer, or as partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to the Owner's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultants name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

#### 8.10 Public Records

- A. Consultant shall adhere to the Public Records law of Florida.
- B. Specifically, Consultant must:
1. Keep and maintain public records require by the Owner to perform the service.
  2. Upon request from the Owner's custodian of public records, provide the Owner 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Owner.
  4. Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Consultant or keep and maintain public records required by the Owner to perform the service. If the Consultant transfers all public records to the Owner upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the Owner, upon the request from the Owner's custodian of public records, in a format that is compatible with the information technology system of the Owner.
- C. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**



#### 8.11 Safeguarding Personal Identifiable Information

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

#### 8.12 Controlling Law

- A. This Contract 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 Contract shall be in the state courts of Okaloosa County, Florida.

#### 8.13 Compliance with the Law

- A. The Consultant shall comply with all applicable federal, state, and local rules and regulation in providing services to the Owner under this Contract. Consultant acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local rules and regulations.

#### 8.14 Standards of Performance

##### A. Standard of Care

The standard of care for all performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances as the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

##### B. Subconsultants

Consultant may employ such subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

##### C. Cooperation and Performance

1. During the life of this Agreement, the Owner will conduct reviews of the services assigned. The Consultant shall cooperate with and assist the Owner or designee in reviewing the services.
2. If the Owner determines that the performance of the Consultant is unsatisfactory, the Owner shall notify the Consultant of the deficiency to be corrected. The Consultant shall, within five days after notice from the Owner provide the Owner with a corrective action plan describing how the Consultant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

#### 8.15 Termination or Suspension

- A. The Owner may, by written notice to the Consultant, suspend any or all of the Consultant's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Owner may terminate this Agreement in whole or in part at any time the interest of the Owner requires such termination. If the Owner determines that the performance of the Consultant is not satisfactory, the Owner shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of

such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Owner may either (1) immediately terminate the Agreement as set forth in paragraph 8.13.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Owner chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly reimburse the Owner for any and all costs and expenses incurred by the Owner in correcting the deficiency.

- B. If the Owner terminates the Agreement, the Owner shall notify the Consultant of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. In the event this Agreement is terminated by either party, the Consultant shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the Agreement or subsequent Amendments, unless otherwise agreed.
- D. The Owner reserves the right to unilaterally cancel this Agreement for refusal by the Consultant or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 8.13., the Consultant shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:
  - 1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or
  - 2. Furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Owner or upon the basis of terms and conditions imposed by the Owner upon the failure of the Consultant to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Owner may otherwise have arising out of this Agreement. In the event of termination of this Agreement by either party, the Owner shall within twenty five (25) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

#### 8.16 Performance Evaluation

- A. At the end of the contract period, the Owner will evaluate the Consultant's performance within 60 days.

#### 8.17 Drug-Free Work Place

- A Consultant hereby certified that it is and shall continue to comply with the requirements of the Drug-Free Work Place Act of 1988.

#### 8.18 Resource Recovery

- A. Consultant hereby certifies that it shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, but are not limited to, procuring only items designated in guidelines of the Environmental Protection agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. 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, April. 19, 1995]

#### 8.19 Compliance with Certain Environmental Standards.

- A. Consultant certifies and agrees to comply with all of the following applicable standards, orders or regulations issued pursuant to:
  - 1. Clean Air Act, 42 U.S.C., 7401, et seq.;
  - 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
  - 3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
  - 4. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- B. Violations must be reported to the Owner and the Regional Office of the EPA.

#### 8.20 Public Entity Crime Information

- A. Consultant acknowledges and certifies that it is not on the convicted vendor list with the state of Florida.

#### 8.21 Equal Employment Opportunity

- A. In accordance with Executive Order 11246, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### 8.22 Employment Eligibility Verification

- A. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm employment eligibility of all persons employed by the Consultant during the term of this Agreement to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Agreement.

#### 8.23 Records

- A. Records of time based and reimbursable expense costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Owner at all times during the period of this Agreement and for seven (7) years after final payment is made. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Consultant's general accounting records, the project records, together with supporting documents and records, of all subconsultants performing work on the project, and all other records of the Consultant and subconsultants and/or contractors considered necessary by the Owner or state or federal agency for a proper audit of costs.

#### 8.24 Access to Records

- A. The Consultant shall allow the Owner, or any State of Florida or Federal Agency or their designee access to such records upon request. This shall include but not be limited to the Florida Department of Transportation, the CFO or State of Florida Auditor General, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent for the purpose of making audit, examination, excerpts, and transcriptions.

#### 8.25 Copeland Anti-Kickback Act

- A. 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.

#### 8.26 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. All contracts and subcontractors that result from this solicitation in corporate 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.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### 8.27 Occupational Safety and Health Act of 1970

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

## **ARTICLE 9 EXHIBITS AND SPECIAL PROVISIONS**

### **9.01 Special Provisions**

- A. Consultant shall comply with all terms for Federal-Aid Contracts, this includes all Federal and State statutes, regulations and terms and conditions within an award. Said terms are included in Exhibit D. In addition, Consultant shall ensure that all sub-agreements for subcontractors contain these same terms. Note – Within the context of the aforementioned terms as set forth in Exhibit D, Agency shall carry the same meaning as Owner as defined by this Agreement. In addition to the above referenced Federal Provisions, the following forms are required and part of Exhibit E: Truth in Negotiation Certification (Form 375-030-30), Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion For Federal Contracts (Form 375-030-32), Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (Form 375-030-33), and Disclosure of Lobbying Activities (Form 375-030-34), Conflict of Interest/Confidentiality Certification for Consultant/Contractor/Technical Advisors (Form 375-030-50), Sworn Statement – Public Entity Crimes, Drug Free Work Place Certification, and Federal E-Verify Workplace Certification. The Consultant shall ensure that the aforementioned provisions are included in all subconsultant agreements and lower tier agreements.

### **9.02 Exhibits Included:**

- A. Exhibit A – Construction Engineering and Inspection Scope of Services for P.J. Adams Parkway Widening (SR 85 to Wild Horse Drive) (pages 1 to 22, inclusive);
- Exhibit B – Payment for Services (pages 1 to 2, inclusive);
- Exhibit C – Insurance Requirements (pages 1 to 4, inclusive);
- Exhibit D – Local Agency Program Federal-Aid Terms for Professional Services Contracts (Form 375-040-84 pages 1 to 3, inclusive).
- Exhibit E – Forms and Certifications
- Truth in Negotiation Certification (Form 375-030-30, 1 page)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Contracts (Form 375-030-32, 1 page)
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (Form 375-030-33, 1 page); Disclosure of Lobbying Activities (Form 375-030-34, 2 pages) if applicable
- Conflict of Interest/Confidentiality Certification for Consultant/Contractor/Technical Advisors (Form 375-030-50. 1 page)
- Drug Free Work Place Certification (1 page)

Sworn Statement – Public Entity Crimes

Federal E-Verify Workplace Certification

9.03 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement. Counterparts have been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Consultant or on their behalf.

This Agreement will be effective on Aug 20, 2019 (which is the Effective Date of the Agreement).

Owner: Okaloosa County

Consultant: Mott MacDonald Florida, LLC

By: 

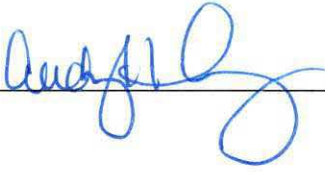
Charles K. Windes, Jr.  
Chairman, Board of County Commissioners

By: 

David D. Skipper, PE  
Senior Vice President

Attest: 

J.D. Peacock, II, Clerk

Witness: 

Address for giving notice:

1250 N. Eglin Parkway  
Shalimar, FL 32579

Address for giving notice:

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

Agent for service of process:

(If Consultant is a corporation or a partnership,  
attach evidence of authority to sign.)

Designated Representative:

Jason Autrey, PE  
1759 S. Ferdon Blvd.  
Crestview, FL 32536  
Phone: (850) 689-5772

Designated Representative:

David D. Skipper, PE  
220 W Garden Street, Ste. 700  
Pensacola, FL 32502  
Phone: (850) 484-6011



**EXHIBIT "A"**

**CONSTRUCTION ENGINEERING AND INSPECTION  
SCOPE OF SERVICES**

**FOR**

P.J. Adams Parkway Widening (SR 85 to Wild Horse Drive)

**Financial Project ID(s):**

421997-3-68-01  
421997-7-68-01  
421997-8-68-01

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**SCOPE OF SERVICES**  
**CONSTRUCTION ENGINEERING AND INSPECTION**

**1.0 PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced Department manuals, and procedures.

The projects for which the services are required are:

Financial Project ID Number	Description – PJ Adams Parkway Widening
421997-3-68-01	SR 85 to Key Lime Place
421997-7-68-01	Key Lime Place to Ashley Drive
421997-8-68-01	Ashley Drive to Wild Horse Drive
TBD (Unfunded)	Wild Horse to I-10 (This section is unfunded but may be added as optional services)

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Department's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Department. Such Department manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the Okaloosa and the Contractor either directly or indirectly.

**3.0 LENGTH OF SERVICE:**

The services for the Construction Contract shall begin upon written notification to proceed by the Okaloosa County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the Okaloosa County has been issued, the Consultant shall be ready to assign personnel within two

weeks of notification. For the duration of the project, coordinate closely with Okaloosa County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of sixty (60) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed and ninety (90) calendar days after substantial completion and final acceptance of project.

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate		
Financial Project ID	Letting Date	Duration (Days)
421997-3-68-01	June 26, 2019 (actual)	820 Substantial Completion 910 Final Completion
421997-7-68-01		
421997-8-68-01		

#### 4.0 **DEFINITIONS:**

- A. **Agreement:** The Professional Services Agreement between Okaloosa County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. **Contractor:** The individual, firm, or company contracting with Okaloosa County for performance of work or furnishing of materials.
- C. **Construction Contract:** The written agreement between Owner and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. **Construction Project Manager:** Okaloosa County Public Works Department Director or his designee assigned to manage the Construction Engineering and Inspection Contract and represent Okaloosa County during the performance of the services covered under this Agreement.
- E. **Construction Training/Qualification Program (CTQP):** The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- F. **Consultant:** The Consulting firm under contract to Okaloosa County for administration of Construction Engineering and Inspection services.
- G. **CEI Project Administrator/Project Engineer:** The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- H. **CEI Resident Compliance Specialist:** The employee assigned by the Consultant to oversee project specific compliance functions.
- I. **CEI Senior Project Engineer:** The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This

person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

- J. Department: The Florida Department of Transportation.
- K. Owner: The Okaloosa Board of County Commissioners.
- L. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- M. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- N. Resident Engineer: The Local Agency's Engineer assigned to administer Construction Contracts.

**5.0 ITEMS TO BE FURNISHED BY OKALOOSA COUNTY TO THE CONSULTANT:**

- A. Okaloosa County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
  - 1. Construction Plans,
  - 2. Specification Package,
  - 3. Copy of the Executed Construction Contract. And
  - 4. Utility Agency's Specifications and Materials List (if applicable)

**6.0 ITEMS FURNISHED BY THE CONSULTANT:**

**6.1 Department Documents:**

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at the Department's website.

Florida Department of Transportation  
Maps and Publication Sales  
605 Suwannee Street, MS 12  
Tallahassee, Florida 32399-0450  
Telephone No. (850) 414-4050

<http://www.fdot.gov/construction/>

**6.2 Office Automation:**

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement including Citric connection to LAPIT.

**6.3 Vehicles:**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

**6.4 Field Equipment:**

- A. Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.
- B. Hard hats shall have the name of the consulting firm visibly displayed.
- C. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.
- D. Handling of nuclear density gauges shall be in compliance with their license.
- E. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

**6.5 Licensing for Equipment Operations:**

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Department, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

**7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the Agreement, keep Okaloosa County's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Inform the designated Owner project personnel of any design defects, reported by the contractor or observed by the consultant.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments (Modifications or Change Orders) to the Construction Project Manager for review and approval.

**8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments or Modifications thereof, Okaloosa County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist Owner representatives in conducting the reviews. If



deficiencies are indicated, remedial action shall be implemented immediately. Owner recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or Okaloosa County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

## **9.0 REQUIREMENTS OF THE CONSULTANT:**

### **9.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to Okaloosa County, and direct the Contractor to correct such observed discrepancies.

Review and negotiate Supplemental Agreements (aka Change Orders). Seek input from the Construction Project Manager relating to all Supplemental Agreement (Change Order) requests. Prepare the Supplemental Agreement (Change Order) as a recommendation to Okaloosa County, which Okaloosa County may accept, modify or reject upon review.

Inform the designated Okaloosa project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

### **9.2 Survey Control:**

The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order for the Consultant to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

Provide survey data in LandXML format.

Any questions or requests for "Waiver of Survey" should be directed to the Owner.

**9.3 On-site Inspection:**

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Department will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures.

**9.4 Sampling and Testing:**

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The FDOT will perform inspection and sampling of materials and components at locations remote from the project site and the FDOT will perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, FDOT Approved Products list (APL), etc.

Okaloosa County will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in an Owner or Department laboratory to the appropriate laboratory or appropriate local FDOT facility.

**9.5 Engineering Services:**

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to Okaloosa County for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the

project and properly document all project changes. The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement in accordance with CPAM. Provide appropriate staff to attend and participate in the pre-service meeting.
- (2) Schedule and attend a meeting with the District Contract Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Specialist shall attend this meeting.

In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.

- (3) Provide personnel proficient in the use of computers and scanner operation to input construction documents into LAPIT.
- (4) Schedule and conduct a meeting with Okaloosa County prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (5) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
- (6) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.
- (7) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (8) Monitor, inspect and document utility relocation self-performed by the contractor for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, Owner's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Owner and Local Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other Owner and utility agreements. Address work progress, track reimbursement

activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

- (9) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for Okaloosa County to make timely payment to the Contractor.
- (10) Prepare and make presentations for meetings and hearings concerning disputes in connection with the project covered by this Agreement.
- (11) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.
- (12) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.
- (13) Okaloosa County will provide Public Information Services.
- (14) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format approved by Okaloosa County.
- (15) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (16) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using a digital photographic management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

## **9.6 Geotechnical Engineering:**

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to Okaloosa County for the satisfactory performance and timeliness of these services.

The prime Consultant will be required to interact with the Design Engineer of Record (EOR) and any geotechnical subconsultant to the Design EOR. All references to the Design EOR in the following sections implicitly include the Design EOR and his/her delegated representative on the project, who may be the Design EOR office in-house personnel or a subconsultant working for the Design EOR office.

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Drilled Shaft/Pile Driving/Auger Cast Pile inspection, relevant to the foundation type(s) required in the plans. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, the CEI, and the Design EOR as needed. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.

The following geotechnical engineering services shall be performed:

1) Drilled Shafts:

- Process and review the Drilled Shaft Installation Plan in accordance with CPAM.
- Schedule a pre-drilled shaft installation meeting to review and discuss the drilled shaft installation procedures. Make sure that the Contractor's field superintendent, CEI's drilled shaft inspector(s), and the Design EOR are invited. Prepare and distribute meeting minutes to the attendees.
- Inspect installation of test holes (methods shafts), load test shafts, and production shafts and ensure they are constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. Report to the Design EOR any problems observed during the installation of the test holes, deviations from the Drilled Shaft Installation Plan or contract documents, and construction quality issues associated with the Contractor's methods.
- Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.
- Complete all necessary drilled shaft inspection forms and keep a log of all inspections made of the shafts. Observe the performance of any load tests and verify that the details are implemented as planned.

- Provide completed drilled shaft inspection forms for all production and test shaft installations to the Design EOR upon completion of the drilled shaft installation.
- When conditions occur which are different from those indicated on the plans, immediately report them to the Geotechnical Engineer of Record and the Design EOR. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the Design EOR for approval.
- Review the drilled shaft logs and the concrete placement logs to identify possible shaft integrity problems and potential causes. Communicate identified issues to the Design EOR.
- Hire a Specialty Engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects. Report results to the Design EOR.
- Evaluate problems encountered during construction, and coordinate with the Design EOR and the Contractor to resolve such problems, including possible withdrawing Drilled Shaft Installation Plan approval.

## 2) Piles:

- Process and review the Pile Installation Plan in accordance with CPAM.
- Perform preliminary Wave Equation Analyses to assess and provide comments regarding the suitability of hammer driving system(s) included in the Pile Installation Plan. Provide analyses results (estimated blow count ranges for the nominal bearing resistances, installation stresses etc.) to the Design EOR.
- Schedule a pre-pile installation meeting to review and discuss the pile installation procedures. Make sure the Contractor's field superintendent, CEI's pile inspectors, and the Design EOR are invited. Prepare and distribute meeting minutes to the attendees.
- Provide personnel proficient in operation of the PDA or EDC monitoring equipment required for the project, for data collection, interpretation and analysis. Utilize the most current version of equipment and software for dynamic testing and dynamic data analysis.
- Perform dynamic testing per the contract documents during initial driving and re-drives. Submit electronic Pile Driving Analyzer (PDA) and Embedded Data Collector (EDC) files upon completion of the test pile installation.
- Inspect and record the test pile driving process in accordance with CPAM.
- Perform signal matching analysis on test pile data for selected blows, using the latest software version. At a minimum, signal matching analysis shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested in special circumstances, the end of drive signal matching analysis will be performed in the field upon completion of the drive; otherwise it shall be completed within 24 hours of driving the instrumented pile.

- Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include signal matching analysis and wave equation calibration analysis to determine a pile driving-soil system model that will predict accurately driving resistance with stroke (or pressure) and blows per foot while matching transferred energy and dynamic stresses with the ones measured in the field. Submit preliminary report(s) recommending production pile lengths and driving criteria to the Design EOR for approval. The preliminary report shall include printed & plotted Signal Matching and Wave Equation Analysis outputs, and electronic files (Windows compatible) of all raw data obtained by the PDA and EDC equipment and the signal matching and wave equation analyses.
- Furnish final written letters, signed and sealed, for production pile lengths and the driving criteria in accordance with CPAM. When applicable, include recommendations to determine "firm bearing material".
- Inspect the conditions of the piles prior to installation, including any pile splices.
- Observe and verify that concrete piles were properly supported during storage and handled with appropriate pick-up details per contract documents.
- Inspect the pile driving installation. Complete the FDOT pile driving logs.
- Observe the performance of any static or statnamic load tests and review the details are implemented as planned.
- Evaluate problems encountered during construction and coordinate with the Design EOR and the Contractor to resolve such problems, including possible additional testing and withdrawing the Pile Installation Plan.

### 3) Spread Footings:

- Observe construction of spread footing foundations and verify that they are founded at the required elevation and on the proper soil/rock material.
- Verify the Construction Plan requirements and the applicable specifications are followed throughout the spread footing construction.
- Evaluate problems encountered during construction and coordinate with the Design EOR and the Contractor to resolve such problems.

### 4) Auger Cast Piles for Sound Barrier Walls:

- Process and review the Auger Cast Pile Installation Plan in accordance with CPAM.
- Schedule a pre-pile installation meeting to go over the auger cast pile installation procedures. Make sure the Contractor's field superintendent, CEI's auger cast pile

inspectors and the Design EOR are invited. Prepare and distribute minutes to the attendees.

- Observe installation of demonstration pile and production piles. Submit the demonstration pile records to the Design EOR. Work with the Design EOR to ensure that the letter of acceptance or recommendations of the production pile installation is issued in accordance with CPAM.
- Inspect and verify the requirements on the Construction Plans and applicable specifications are followed throughout the auger cast pile installation.
- Cast cylinders for grout strength testing in accordance with the specifications
- Complete the FDOT auger cast pile field installation logs and forward them to the Design EOR upon completion of the auger cast pile installation.
- Verify the quality control processes of the Auger Cast Pile Installation Plan are followed during construction.
- Examine the records and evaluate problems encountered during construction and coordinate with the Design EOR and the Contractor to resolve such problems, including possible withdrawing the Auger Cast Pile Installation Plan approval.

## **10.0 PERSONNEL:**

### **10.1 General Requirements:**

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

### **10.2 Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from Okaloosa County. Staff that has been removed shall be replaced by the Consultant within one week of Owner notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to Okaloosa County and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.



Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

**Complex Category Two (CC2) Bridge Structures:** Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)

**CEI SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

**QUALIFICATIONS:**

Attend the CTQP Quality Control Manager course and pass the examination.

**CERTIFICATIONS:**

FDOT Advanced MOT

**OTHER:**

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

**CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER** - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

**CEI CONTRACT SUPPORT SPECIALIST** - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., Materials Acceptance and Certification (MAC) System, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Trimble Business Center - Heavy Construction Edition (HCE) or approved surface to surface comparison software and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

**CEI RESIDENT COMPLIANCE SPECIALIST**- High School Graduate or equivalent with one (1) year of experience as a Resident Compliance Specialist on a construction project or two (2) years of assisting the Resident Compliance Specialist in monitoring the project. Should have prior experience in both State and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as well as spend time at the District Compliance office as determined necessary.

**CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN** - High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.) Must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

Must have the following as required by the scope of work for the project:

**QUALIFICATIONS:**

CTQP Concrete Field Technician Level I  
CTQP Concrete Field Inspector Level II (Bridges)  
CTQP Asphalt Roadway Level I  
CTQP Asphalt Roadway Level II  
CTQP Earthwork Construction Inspection Level I  
CTQP Earthwork Construction Inspection Level II  
CTQP Pile Driving Inspection  
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)  
IMSA Traffic Signal Inspector Level I  
CTQP Final Estimates Level I

**CERTIFICATIONS:**

FDOT Intermediate MOT  
Nuclear Radiation Safety  
IMSA Traffic Signal Inspector Level I

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

**CEI INSPECTOR/ENGINEER INTERN** - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

Must have the following as required by the scope of work of the project:

**QUALIFICATIONS:**

CTQP Concrete Field Inspector Level I  
CTQP Asphalt Roadway Level I  
CTQP Earthwork Construction Inspection Level I  
CTQP Pile Driving Inspection  
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)  
IMSA Traffic Signal Inspector Level I  
CTQP Final Estimates Level I

**CERTIFICATIONS:**

FDOT Intermediate MOT  
Nuclear Radiation Safety  
IMSA Traffic Signal Inspector Level I  
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

**CEI INSPECTORS AIDE** - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

**CEI SURVEY PARTY CHIEF** - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Resident Engineer.

**CEI INSTRUMENT MAN** - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

**CEI ROD-MAN/CHAIN-MAN** – High School graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

### **10.3 Staffing:**

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until Okaloosa County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

## **11.0 QUALITY ASSURANCE (QA) PROGRAM:**

### **11.1 Quality Assurance Plan:**

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until Okaloosa County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

**A. Organization:**

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

**B. Quality Assurance Reviews:**

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

**C. Quality Assurance Records:**

Outline the types of records which will be generated and maintained during the execution of the QA program.

**D. Control of Subconsultants and Vendors:**

Detail the methods used to control subconsultant and vendor quality.

**E. Quality Assurance Certification:**

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Department procedures.

**11.2 Quality Assurance Reviews:**

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

### **11.3 Quality Records:**

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to Okaloosa County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

## **12.0 CERTIFICATION OF FINAL ESTIMATES:**

### **12.1 Final Estimate and As-Built Plans Submittal:**

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures as required by CPAM.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with CPAM.

Revisions to the Certified Final Estimate will be made at no additional cost to Okaloosa County.

## **13.0 AGREEMENT MANAGEMENT:**

### **13.1 General:**

- (1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.
- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow Okaloosa County 8 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format provided by Okaloosa County.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to Okaloosa County.

### **13.2 Invoicing Instructions:**

Monthly invoices shall be submitted to Okaloosa County in a format and distribution schedule defined by Okaloosa County, no later than the 20th day of the following month. At a minimum, Consultant will be required to distribute his time according to the segment

of work where work is being performed or for Utility JPA work, allocated to that portion of the work.

**14.0 OTHER SERVICES:**

Upon written authorization by the District Construction Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by Okaloosa County to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

**15.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Modification to this Agreement.

**16.0 CONTRADICTIONS:**

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

**17.0 FINAL AUTHORITY**

Okaloosa County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

## **EXHIBIT B – PAYMENTS FOR SERVICES**

Article 3 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 3 – OWNER’S RESPONSIBILITIES**

#### **B3.01 Compensation for Services**

A. Owner shall pay Consultant for CEI Services set forth in Exhibit A as follows:

1. For Construction Engineering and Inspection Services, an amount equal to the cumulative hours charged to the Project by each class of Consultant’s personnel times Standard Hourly (fully loaded) Rates for each applicable billing class for all services rendered on the project. Consultant’s Standard Hourly (fully loaded) Rates are listed in Table 1 of this Exhibit.
2. For Highway Material Compliance Testing, Consultant shall utilize a subconsultant (Materials Testing Lab) acceptable to Owner and qualified by the FDOT to perform the required Group 9 testing. Compensation shall be based on the direct cost from the subconsultant and shall be without mark-up from the consultant.
3. For (Other) services rendered by a subconsultant (i.e. Survey, Geotechnical Engineer, Specialty Engineer, or other) that will be provided by other than the Consultant’s personnel, compensation will be based on the direct cost from the subconsultant and shall be without mark-up from the consultant.
4. Total compensation paid shall not exceed the Total Estimated Compensation in Article B.3.01.B without an amendment to this Agreement.

#### **B. Estimated Compensation and Basis**

Compensation for:	Basis	Amount
B.3.01.A.1 (CEI Services)	Hourly	\$1,664,500.00
B.3.01.A.2 (Material Testing)	At Cost	\$15,000.00
B.3.01.A.3 (Other Services)	At Cost	\$0.00
	Total Estimated Compensation	\$1,679,500.00

#### **B3.02 Invoicing Procedure**

- A. The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants. Invoices shall be submitted in form acceptable to Owner and at a minimum include hours worked, itemized subconsultant services, totals, subtotals, amount currently earned, amount previously paid, and balance remaining.
- B. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges



being invoiced. This information may include, but not limited to, quantifiable, measureable, and verifiable units of deliverables, the deliverables were received/accepted in writing by the Owner, and/or other documentation or proof establishing minimum level of service. If requested by the Owner, the final invoice will be accompanied by a certified job cost summary report generated by the Consultant's accounting system for the work performed by Consultant but not its Subconsultants. The report will include at a minimum the total number of hours and salary costs actually charged to the project. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.

- C. Whenever Consultant is entitled to compensation for the charges of Consultant's Subconsultants, those charges shall be without mark-up by Consultant.

Table 1 – Staff Positions and Fully Loaded Rates

Staff Classification	Hourly Rate (uno)
CEI Senior Project Engineer	\$192.68
CEI Project Administrator/Project Engineer	\$150.14
CEI Resident Compliance Specialist	\$74.15
CEI Contract Support Specialist	\$93.55
CEI Senior Inspector	\$91.58
CEI Inspector/Engineer Intern	\$69.22
CEI Inspector's Aide	\$49.90
Survey Party (4 Man Crew)	\$255.94 / \$2,047.52 hr./day
Survey Party (3 Man Crew)	\$192.62 / \$1,540.96 hr./day
Survey Party (2 Man Crew)	\$143.94 / \$1,151.52 hr./day
Survey Party (1 Man Crew)	\$80.62 / \$644.96 hr./day
Senior Surveyor	\$144.44
Surveyor	\$95.85
Survey/GIS/US Analyst (3) Senior	\$96.32
Survey Technician 3 (Senior)	\$80.62
Survey Technician 2 (Junior)	\$63.32
Survey Technician 1 (Entry)	\$48.68
Secretary/Clerical	\$57.85

Note – The above rates shall be valid for a period of 3 years from the execution date of this contract.

## **EXHIBIT C – INSURANCE REQUIREMENTS**

Revised: 08/01/2018

Article 4 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 4 – INSURANCE**

#### **C4.02 CONSULTANTS INSURANCE**

- A. The Consultant 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.
- B. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- C. 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 Owner. 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.
- D. Where applicable, the Owner and the Florida Department of Transportation shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
- E. The Owner shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the Owner reserves the right to change these insurance requirements with 60-day notice to the Consultant.
- F. The Owner reserves the right at any time to require the Consultant to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- G. The designation of Consultant 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.
- H. Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### **C4.03 WORKERS' COMPENSATION INSURANCE**

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

Owner not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the Owner.

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

#### C4.04 BUSINESS AUTOMOBILE LIABILITY

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

#### C4.05 COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Consultant 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 Consultant shall notify the Owner representative in writing. The Consultant 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. Consultant shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### C4.06 PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

#### C4.07 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:

	<b><u>LIMIT</u></b>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
B. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
C. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage; \$1,000,000 each occurrence for Products and Completed Operations
D. Personal and Advertising Injury	\$1,000,000 each occurrence
E. Professional Liability (E&O)	\$1,000,000 each claim

#### **C4.08 NOTICE OF CLAIMS OR LITIGATION**

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

#### **C4.09 CERTIFICATE OF INSURANCE**

- A. 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.
- B. The Consultant shall provide a Certificate of Insurance to the Owner with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- C. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- D. In the event the contract term goes beyond the expiration date of the insurance policy, the Consultant shall provide the Owner with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Owner reserves the right to suspend the contract until this requirement is met.

- E. 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.
- F. All certificates shall be subject to Owner's approval of adequacy of protection and the satisfactory character of the Insurer.
- G. All deductibles or SIRs, whether approved by Owner or not, shall be the Consultant's full responsibility. In particular, the Consultant shall afford full coverage as specified herein to entities listed as Additional Insured.
- H. 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.

#### C4.11 GENERAL TERMS

- A. Any type of insurance or increase of limits of liability not described above which, the Consultant required for its own protection or on account of statute shall be its own responsibility and at its own expense.
- B. Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.
- C. The carrying of the insurance described shall in no way be interpreted as relieving the Consultant of any responsibility under this contract.
- D. Should the Consultant engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
- E. The Consultant hereby waives all rights of subrogation against Owner and its consultants and other indemnities of the Consultant under all the foregoing policies of insurance.

#### C4.12 UMBRELLA INSURANCE

- A. The Consultant 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.

**EXHIBIT D – LOCAL AGENCY PROGRAM FEDERAL-AID TERMS FOR PROFESSIONAL  
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LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
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**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

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

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13186, 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.).
- L. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. **Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. **Participation by Disadvantaged Business Enterprises:** The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
  - 1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the wilful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to



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1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

R. The Consultant hereby certifies that it has not:

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

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

- S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

## **EXHIBIT E – CERTIFICATIONS AND FORMS**

## EXHIBIT E – TRUTH IN NEGOTIATION CERTIFICATE 375-030-30 PAGE 1 OF 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

375-030-30  
PROCUREMENT  
05/14

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

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

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

Mott MacDonald Florida, LLC

Name of Consultant

By: 

July 24, 2019

Date

# EXHIBIT E – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL CONTRACTS 375-030-32 PAGE 1 OF 1

Mott MacDonald - Okaloosa County - CEI Services for PJ Adams Widening Project - 46

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32  
PROCUREMENT  
11/15

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

Name of Consultant/Contractor: Mott MacDonald Florida, LLC

By: David D. Skipper, PE

Date: April 16, 2019

Title: Senior Vice President

## Instructions for Certification

### Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EXHIBIT E – CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS FORM 375-030-33 PAGE 1 OF 1**

Mott MacDonald | Okaloosa County | CEI Services for PJ Adams Widening Project | 44

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

375-030-33  
PROCUREMENT  
10/01

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

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

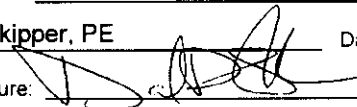
(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

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

Name of Consultant: Mott MacDonald Florida, LLC

By: David D. Skipper, PE Date: April 16, 2019

Authorized Signature:  \_\_\_\_\_

Title: Senior Vice President

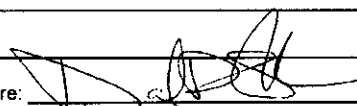
# EXHIBIT E –DISCLOSURE OF LOBBYING ACTIVITIES (IF APPLICABLE) 375-030-34 PAGE 1 OF 2

Mott MacDonald | Okaloosa County | CEI Services for PJ Adams Widening Project | 45

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?  
YES ☐ NO ☒  
If no, then please complete section 4  
below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Mott MacDonald Florida, LLC 220 W Garden Street, Suite 700 Pensacola, FL 32502 Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b> _____ _____			<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b> _____			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____ _____ _____			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>			Signature:  Print Name: David D. Skipper, PE Title: Senior Vice President Telephone No.: 850 484 6011 Date (mm/dd/yyyy): 04/18/2019		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## EXHIBIT E –DISCLOSURE OF LOBBYING ACTIVITIES (IF APPLICABLE) 375-030-34 PAGE 2 OF 2

375-030-34  
PROCUREMENT  
04/14  
Page 2 of 2

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

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

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

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

# EXHIBIT E –CONFLICT OF INTEREST 375-030-50 PAGE 1 OF 1

Mott MacDonald | Okaloosa County | CEI Services for PJ Adams Widening Project | 41

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50  
PROCUREMENT  
OGC – 03/17

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

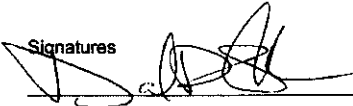
I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
PW 01-19	CEI Services for PJ Adams Parkway Widening for:	
	SR 85 to Key Lime Place	4219973
	Key Lime Place to Ashley Drive	4219977
	Ashley Drive to Wild Horse Drive	4219978

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
David D. Skipper		April 16, 2019



## EXHIBIT E – SWORN STATEMENT PUBLIC ENTITY CRIMES

Mott MacDonald | Okaloosa County | CEI Services for PJ Adams Widening Project | 38

### 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 Street, Suite 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, PE 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: April 16, 2019

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 16th day of April, in the year 2019.

Notary Public

My commission expires: March 19, 2021

Print Name of Stamp of Notary Public

Personally Known OR Produced Identification: X

Type of Identification Produced

**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

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 bid 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 bid, 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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?**

☒ YES

☐ NO

NAME OF BUSINESS: Mott MacDonald Florida, LLC



## EXHIBIT E – FEDERAL E-VERIFY WORKPLACE CERTIFICATION

Mott MacDonald | Okaloosa County | CEI Services for PJ Adams Widening Project | 42

### FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the 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: April 16, 2019

SIGNATURE: 

NAME: David D. Skipper, PE

TITLE: Senior Vice President

ADDRESS: 220 W Garden Street, Suite 700

Pensacola, FL 32502

E-MAIL: david.skipper@mottmac.com

PHONE NO.: 850.484.6011

## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Mott MacDonald Florida, LLC, 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 7, 2019

COMPANY: Mott MacDonald Florida, LLC

ADDRESS: 220 West Garden Street

Suite 700

Pensacola, Florida 32502

PHONE NO.: 850.484.6011

SIGNATURE: 

NAME: David D. Skipper, P.E.  
(Typed or Printed)

TITLE: Senior Vice President

E-MAIL: david.skipper@mottmac.com



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
08/08/2019

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

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

<b>PRODUCER</b> Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No. Ext):</b> 1-877-945-7378	<b>FAX (A/C No.):</b> 1-888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> Mott MacDonald Florida, LLC 111 Wood Avenue South Iselin, NJ 08830	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Fireman's Fund Insurance Company	
	<b>INSURER B:</b> Lloyd's Syndicate 1886	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: W12269913

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			MZXR09997800	06/30/2019	06/30/2020	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	<b>AUTOMOBILE LIABILITY</b>			MZXR09997800	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> COMP/COI	<input checked="" type="checkbox"/> \$1,000						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	DED	RETENTION \$					\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			SCW0099151901	06/30/2019	06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liab.			B080120388F19	06/30/2019	06/30/2020	Per Claim	\$1,000,000
							Per Aggregate	\$1,000,000

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

Owner and the Florida Department of Transportation are Additional Insureds as respects to General Liability as per written contract or agreement.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds as agreed to by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County 1250 N. Eglin Parkway Shalimar, FL 32579	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of New Jersey, Inc.		NAMED INSURED Mott MacDonald Florida, LLC 111 Wood Avenue South Iselin, NJ 08830	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability as agreed to by written contract.

# Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11

Policy Amendment Policy Number: MZX80997800; SCW0099151901

Effective Date: 06/30/2019 General Liability; Auto Liability, Workers Compensation

## Schedule

### Name and Address of Person(s) or Organizations

On File with Carrier, as required by written contract

### Number of Days Notice if other than 10 days:

Cancellation Number of Days Notice- 90

When we don't Renew (Non-Renewal)- 30

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

This policy is amended as follows:

- A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:
1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and
  2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.
- B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged.



## INSURER CANCELLATION TERMS

<b>NAMED INSURED</b>  Mott MacDonald Group, Inc. 111 Wood Avenue South Iselin, NJ 08830-4112	<b>POLICY NO.</b>  B080120388P19  <b>EFFECTIVE DATE 06/30/2019 SEE PAGE 1</b>
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**Holder Name:**

**Project:**

**Cancellation Terms:**

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Cancellation Terms Apply to the Following Coverages:**

**Professional Liability**