

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 7/14/16

Contract/Lease Control #: C13-2054-CAO

Bid #: BCC 19-13

Contract/Lease Type: AGREEMENT

Award To/Lessee: MATRIX DESIGN GROUP, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/02/2016 (BCC APPROVED)

Term: Month to Month until all tasks are completed

Description of Contract/Lease: RESTORE ACT MANAGEMENT CONSULTING SERVICES

Department: CAO

Department Monitor: ERNIE PADGETT

Monitor's Telephone #: 850-651-7515

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

Date Closed: _____

cc: Finance Department Contracts & Grants Office

ACORD™

Client#: 1085892

MATRIDES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

PRODUCER: USI Colorado, LLC Prof Liab. CONTACT NAME: USI Colorado, LLC Prof Liab. PHONE: 800 873-8500. INSURED: Matrix Design Group, Inc. 2435 Research Parkway, #300 Colorado Springs, CO 80920.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder.

CERTIFICATE HOLDER: Okaloosa County, 602-C North Pearl Street, Crestview, FL 32536-0000. CANCELLED: SHOULD THE EX ACCORD. Contract # C13-2054-CAO. MATRIX DESIGN GROUP, INC. RESTORE ACT MANAGEMENT CONSULTING SERVICES. EXPIRES: UNTIL ALL TASK ARE COMPLETED. AUTHORIZED REPRESENTATIVE: Valerie Howard.

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Additional Insured: Okaloosa County

Client#: 1085892

MATRIDES

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/27/2017

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

PRODUCER: USI Colorado, LLC Prof Liab, P.O. Box 7050, Englewood, CO 80155, 800 873-8500. CONTACT NAME, PHONE (A/C, No, Ext): 800 873-8500, FAX (A/C, No):, E-MAIL, ADDRESS. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Indemnity Co. of America (25666), INSURER B: Travelers Indemnity Company (25658), INSURER C: XL Specialty Insurance Company (37885), INSURER D: Travelers Property Cas. Co. of America (25674), INSURER E:, INSURER F:.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (LIMITS: \$1,000,000), D AUTOMOBILE LIABILITY (LIMITS: \$1,000,000), B UMBRELLA LIAB (LIMITS: \$4,000,000), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (LIMITS: \$1,000,000), C Professional Liability Claims Made (LIMITS: \$2,000,000 per claim).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER: Okaloosa County, 602-C North Pearl Street, Crestview, FL 32536-0000. CANCE: Contract # C14-2157-TDD, MATRIX DESIGN GROUP, RESTORE ACT MANAGEMENT CONSULTING SVS, EXPIRES: UNTIL ALL TASKS ARE COMPLETE. AUTHORIZED REPRESENTATIVE: Valeria Howard

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Additional Insured: Okaloosa County

**SECOND AMENDMENT TO CONTRACT C13-2054-CAO
MATRIX DESIGN GROUP
RESTORE ACT MANAGEMENT CONSULTING SERVICES**

This Second Amendment made and entered into this 6th day of July, 2016, hereby amends contract C13-2054-CAO, dated May 2, 2013, by and between Okaloosa County, Florida, (hereinafter the "County") and Matrix Design Group, Inc., whose principal address is 4591 Highway 20 East, Suite 202C, Niceville, Florida (hereinafter the "Contractor").

WHEREAS, on May 2, 2013, the County and Contractor entered into a contract, C13-2054-CAO, which provides Restore Act Management Consulting Services; and

WHEREAS, the term of C13-2054-CAO shall expire on July 1, 2016; and

WHEREAS, the parties desire to amend the Contract to extend the expiration date on a month to month basis until such time as all tasks of the contract are complete; and

WHEREAS, the parties agree there will be no cost increase due to the extension; and

WHEREAS, the parties desire to amend the Contract to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C13-2054-CAO as follows:

1. C13-2054-CAO is hereby amended to extend the expiration date on a month to month basis until such time all tasks of the contract are completed.
2. C13-2054-CAO is hereby amended to include the following additional provision:

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD, CRESTVIEW, FL 32536 PHONE: (850) 689-5977, email: riskinfo@co.okaloosa.fl.us.

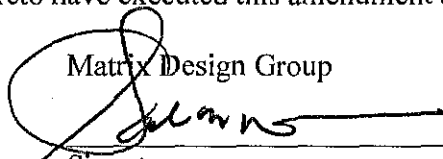
Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

CONTRACT # C13-2054-CAO
MATRIX DESIGN GROUP, INC.
RESTORE ACT MANAGEMENT
CONSULTING SERVICES
EXPIRES: MONTH TO MONTH UNTIL ALL
TASKS ARE COMPLETED

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

3. All other provisions of the Contract shall remain in full force and effect.

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

Matrix Design Group

Signature

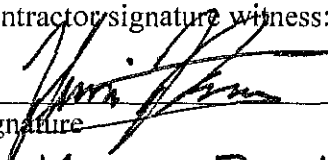
SARU M. NODJOMI
Print Name

Date: 27 JUN 16

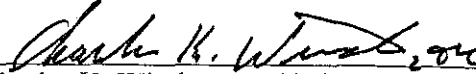
Contractor/signature witness:

Signature

Print Name


Kevin Borden

OKALOOSA COUNTY, FLORIDA


Charles K. Windes, Jr., Chairman

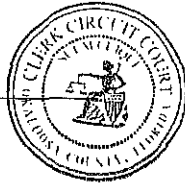
Date:

8/7/14



ATTEST:


J.D. Peacock II, Clerk



CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/23/15

Contract/Lease Control #: C13-2054-CAO

Bid #: BCC 19-13

Contract/Lease Type: AGREEMENT

Award To/Lessee: MATRIX DESIGN GROUP, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/02/2016 (BCC APPROVED)

Term: 07/02/2014, WITH TWO, ONE YEAR RENEWALS

Description of Contract/Lease: RESTORE ACT MANAGEMENT CONSULTING SERVICES

Department: CAO

Department Monitor: ERNIE PADGETT

Monitor's Telephone #: 850-651-7515

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

Date Closed: _____

cc: Finance Department Contracts & Grants Office

ACORD™

Client#: 1085892 MATRIDES CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/01/2014

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

PRODUCER: USI Colorado, LLC Prof Liab; CONTACT NAME: Travelers Property Cas. Co. of; INSURED: Matrix Design Group, Inc.; INSURER A: Travelers Property Cas. Co. of; INSURER B: Travelers Indemnity Company; INSURER C: Charter Oak Fire Insurance Comp; INSURER D: XL Specialty Insurance Company

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability...

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



CONTRACT/LEASE RENEWAL FORM

Date: 5/5/2015

Matrix Design Group, Inc.
Attn: Mr. Sal Nodjomian
4591 Highway 20 East, Suite 202C
Niceville, FL 32578

**CONTRACT # C13-2054-CAO
MATRIX DESIGN GROUP, INC.
RESTORE ACT MANAGEMENT
CONSULTING SERVICES
EXPIRES: 07/01/2016**

RE: Contract Renewal

Dear Mr. Nodjomian:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C13-2054-CAO for an additional term. The contract renewal period will be July 2, 2015 to July 1, 2016. The annual budgeted amount for this contract is \$171,436.

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

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director *County Administrator also*
Signature: *Signing as Director*

Contractor: MATRIX DESIGN GROUP, INC

Approved By: *[Signature]*
(as prescribed below on item 1)

Approved By: *[Signature]*
SAL M. NODJOMIAN

Approved By: *[Signature]*
(as prescribed below on item 1)
NATHAN D. BOYLES, CHAIRMAN

Title: EXECUTIVE VICE PRESIDENT

Date: 6-16-15

Date: 6 MAY 15

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

**CERTIFIED A TRUE
AND CORRECT COPY**
JD PEACOCK II
CLERK CIRCUIT COURT

BY *[Signature]*
DEPUTY CLERK

DATE June 18, 2015



Client#: 1085892

MATRIDES

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2014

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PRODUCER: USI Colorado, LLC Prof Liab, 1515 Wynkoop Street, Suite 200, Denver, CO 80202. CONTACT NAME: Travelers Property Cas. Co. of, Travelers Indemnity Company, Charter Oak Fire Insurance Comp, XL Specialty Insurance Company. INSURED: Matrix Design Group, Inc., 2435 Research Parkway, #300, Colorado Springs, CO 80920.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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CERTIFICATE HOLDER CANCELLATION

Okaloosa County Board of County Commissioners, 1804 Lewis Turner Blvd, Suite 200, Fort Walton Beach, FL 32547-0000. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

Client#: 1085892

MATRIDES

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2014

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PRODUCER USI Colorado, LLC Prof Liab 1515 Wynkoop Street Suite 200 Denver, CO 80202	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Matrix Design Group, Inc. 2435 Research Parkway, #300 Colorado Springs, CO 80920	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Cas. Co. of		25674
	INSURER B : Travelers Indemnity Company		25658
	INSURER C : Charter Oak Fire Insurance Comp		25615
	INSURER D : XL Specialty Insurance Company		37885
	INSURER E :		

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	6806397L567	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC
B	AUTOMOBILE LIABILITY	X	X	BA6254L544	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
B	UMBRELLA LIAB	X	X	CUP7754Y753	10/01/2014	10/01/2015	EACH OCCURRENCE \$3,000,000
	EXCESS LIAB						AGGREGATE \$3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	X	UB7713Y039	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made			DPR9718388	10/01/2014	10/01/2015	\$2,000,000 per claim \$5,000,000 annl aggr.

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

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CERTIFICATE HOLDER Okaloosa County 602-C North Pearl Street Crestview, FL 32536-0000	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 <i>Sell Van Elden</i>
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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: JULY 17, 2013

Contract/Lease Control #: C13-2054-CAO

Bid #: BCC 19-13

Contract/Lease Type: AGREEMENT

Award To/Lessee: MATRIX DESIGN GROUP, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/02/2013 (BCC APPROVED)

Term: 07/02/2014, WITH TWO, ONE YEAR RENEWALS

Description of Contract/Lease: RESTORE ACT MANAGEMENT CONSULTING SERVICES

Department: CAO

Department Monitor: ERNIE PADGETT

Monitor's Telephone #: 850-651-7515

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

Date Closed: _____

cc: Finance Department Contracts & Grants Office



CONTRACT/LEASE RENEWAL FORM

Date: 5/27/2014

Matrix Design Group, Inc.
Attn: Mr. Sal Nodjomian
4591 Highway 20 East, Suite 202C
Niceville, FL 32578

CONTRACT # C13-2054-CAO
MATRIX DESIGN GROUP, INC.
RESTORE ACT MANAGEMENT CONSULTING SERVICES
EXPIRES: 07/01/2015

RE: Contract Renewal

Dear Mr. Nodjomian:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C13-2054-CAO for an additional term. The contract renewal period will be July 2, 2014 to July 1, 2015. The annual budgeted amount for this contract is \$171,436.

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

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Signature: [Handwritten Signature] For County Administrator
Dept. Director
Signature: ALSO SIGNING AS DEPT DIR.

Contractor: MATRIX DESIGN GROUP, INC

Approved By: [Handwritten Signature]
(as prescribed below on item 1)

Approved By: [Handwritten Signature]

Approved By: _____
(as prescribed below on item 1)

Title: EXECUTIVE VICE PRESIDENT

Date: 7-5-14

Date: 17 JUN 14

County Department Instructions:

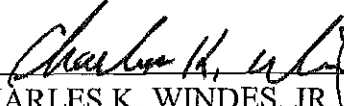
- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
2) Keep a copy of this form for your records.
3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

CONTRACT AMENDMENT 1
C13-2054-CAO

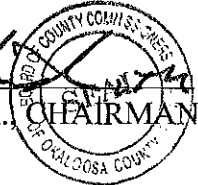
Amend contract C13-2054-CAO between Okaloosa County and Matrix Design Group. As outlined in the attached letter from Matrix Design Group, this amendment adds additional services not included in the contract to provide additional consulting services to support the County's efforts with National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund and the Natural Resource Damage Assessment (NRDA) process. The cost to the County will increase to \$171,436, an annual increase of \$24,000. The contract amendment will become effective on July 2, 2014 to coincide with the contract renewal.

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

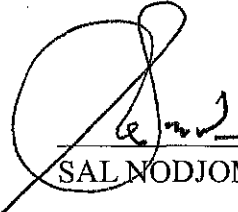
MATRIX DESIGN GROUP



CHARLES K. WINDES, JR., CHAIRMAN



7/5/14
DATE



SAL NODJOMIAN, EX VP

17 JUN 14
DATE



To: Mr Ernie Padgett
County Administrator
1804 Lewis Turner Boulevard, Suite 400
Fort Walton Beach, FL 32547

Date: May 26, 2014

Subject: Renewal and Modification of Contract #C13-2054-CA (RESTORE Act Management Consulting Services)

Dear Mr Padgett,

Thank you for the opportunity to serve Okaloosa County as your RESTORE Act Management Consultants. I am very encouraged by the progress we have made thus far and by the outstanding relationship we have formed with the Okaloosa RESTORE Advisory Committee (ORAC). I trust these factors are the primary reasons the County has opted to renew our contract for a second term (July 2, 2015 – July 1, 2015).

As we discussed several times over the last few months, Matrix is excited about the opportunity to expand our scope of services to the County to include additional areas related to the RESTORE Act. Per our original contract, we included a clause that stated the following,

“Additional Services Not in Contract - Any services outside of this scope of work or substantial changes to the effort based on direction from Okaloosa County will require a revision in scope and fee.”

Based on your request, we agree to provide additional consulting services to support the County’s efforts with National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund and the Natural Resource Damage Assessment (NRDA) process. Both NFWF and NRDA are complementary to the RESTORE process and should be considered in a holistic sense when developing a strategic restoration recovery plan.

The scope of services proposed is very similar to what Matrix is already providing the County and will continue to provide the County in the approved second term. These services include:

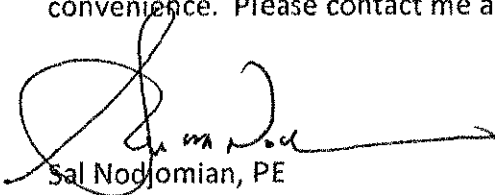
- Internal and External Meeting Support for the County: this includes, but is not limited to, attending meetings hosted by NFWF, NRDA, Gulf Consortium, Gulf Coast Ecosystem Restoration Council, etc. The primary purpose of attending these meetings is to remain current on all issues and advance the County’s requirements.
- Research, Data Collection, and Analysis: these services are to assist the County in project feasibility analysis and professional recommendations in developing potential projects for the County to pursue.

- Grant Application Process: ultimately, the intent of this contract modification is to assist the County in seeking additional grants in both the NFWF and NRDA processes.

Due to our established relationships, proven processes, and leveraging of efforts accomplished during the first term of the contract, we feel these additional services can be provided for a very reasonable rate.

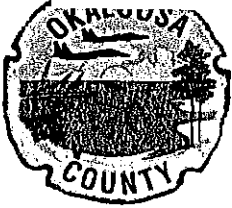
Per your Contract / Lease Renewal Form (dated April 22, 2014), the County seeks to renew the subject contract for an additional term; the budgeted amount is \$147,436. Based on the proposed additional scope of services captioned above, I respectfully request an adjustment of this budget to **\$171,436 (an annual increase of just \$24,000)**. Please note the original contract included a 3% annual inflationary adjustment, which we are electing not to exercise (cost avoidance of approximately \$4,400 for the County).

As mentioned earlier, we greatly appreciate the opportunity to continue our outstanding relationship with Okaloosa County and stand ready to discuss this contract renew at your convenience. Please contact me at 850-333-3102 if you have any questions.



Sal Nodjoman, PE
Executive Vice President
Matrix Design Group, Inc

County Administrator's Office



State of Florida

MEMORANDUM

DATE: June 17, 2014

MEMO TO: To Whom it may Concern

FROM: Ernie Padgett, County Administrator

RE: Delegation of Signature Authority – June 18-20, 2014

Ernie Padgett 6/17/14

During my absence from June 18-20, 2014, I am delegating signature authority to Rick Owen, Administrative Manager, for contracts and invoices requiring immediate action. If the item requiring signature does not require such action, I will sign when I return on June 23, 2014.

EXHIBIT D

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C13-2054-CAO Tracking Number: 540-13
Contractor/Lessee Name: IBD Matrix Design Group, Inc.
Purpose: Restore Act Mgmt Consulting Services RFP # BCC 19-13
Date/Term: 1 year w/ 2 add'l 1 yr renewal periods
Amount: IBD
Department: Purchasing for BCC/CAO
Dept. Monitor Name: R. Brannon / Padgett

1. GREATER THAN \$50,000
2. GREATER THAN \$25,001
3. \$25,000 OR LESS

Purchasing Review
Procurement requirements are met: Draft - minor changes are subject to be made.
[Signature] Date: 2/12/13
Contracts & Lease Coordinator

Risk Management Review
Approved as written: [Signature] Professional Liability? Done
Risk Management Director Date: 2/12/13

County Attorney Review
Approved as written: [Signature] Still drafting Completed
County Attorney Date: 2/12/13

Following Okaloosa County approval:

Contract & Grant
Document has been received:

Contracts & Grants Manager Date: _____

Search Results

Current Search Terms: matrix* design* Group* Inc.*

Your search for "Matrix* Design* Group* Inc.*" returned the following results...

Entity	MATRIX DESIGN GROUP, INC.	Status:	Active
DUNS:	158149786	CAGE Code:	3A2C1
Has Active Exclusion?:	No	DoDAAC:	
			View Details
Entity	MATRIX DESIGN GROUP, INC.	Status:	Active
DUNS:	799893602	CAGE Code:	54ED4
Has Active Exclusion?:	No	DoDAAC:	
			View Details

SAM | System for Award Management 1.0

IBM v1.1016.20130614-1637

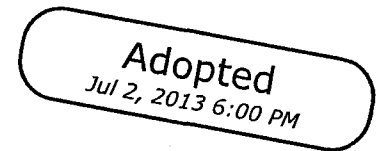
Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





**Okaloosa County
Florida**

**Action Item
1796**



Request approval of a Fee Schedule for the Restore Act Consultant Firm recently selected by committee. District: All.

Information

Department: Purchasing **Category:** Approval

Attachments

Printout
Fee Schedule Matrix Design Group

Body

STATEMENT OF ISSUE: On June 18, 2013 the Board authorized Staff to negotiate fees with the top ranked firm to provide Restore Act Consulting Services (see attached). Staff met with the representative from Matrix (Mr. Sal Nodjomian) and negotiated the attached fees and rates. The cost for the one year period will be \$147,436.00. The contract will have language allowing amendment and or extension if additional work is required. It is expected that all costs related to this service will be reimbursed through Restore Act Administrative Fees. Initial cost would require funding through reserves.

OPTIONS: Approve or Reject.

RECOMMENDATIONS: Staff recommends approval of the Matrix Fee Schedule and rates, and authorization for the Chairman to sign the resulting contract.

Meeting History

Jul 2, 2013 6:00 PM Video Board of County Commissioners Regular Meeting (North)  **Draft**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Dave Parisot, Commissioner District 2
SECONDER: Nathan Boyles, Commissioner, District 3
AYES: Don Amunds, Nathan Boyles, Wayne Harris, Dave Parisot, Kelly Windes

Public Discussion

 Add Comment

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Intelligent Meeting Management Solutions



***Scope of Work, Task List, and Fee Schedule
Okaloosa County RESTORE Act Consultant
June 24, 2013***

Matrix Design Group (Matrix) prepared a written proposal and provided an oral presentation to the committee charged with selecting a management consult to provide services related to RESTORE Act funding (RFP #: BCC-19-13). This proposal and a copy of the presentation were provided to the selection committee. Based on all factors (the written proposal, the formal presentation, and the question and answer period), the committee selected Matrix as the highest ranked offeror; the Okaloosa Board of County Commissioners approved the recommendation on June 18, 2013.

As we move to the fee negotiation phase, this letter summarizes the proposed scope of work, provides a proposed task list, a brief milestone schedule, and summarizes with an initial fee schedule. If requested, Matrix will provide a more detailed breakdown of the task list during face-to-face discussions.

Scope of Work

The Matrix team will utilize our experience of the local area, the State of Florida, and throughout the country to successfully address each of the requirements outlined in the RFP. Our team will obtain public input, offer technical support, refine the information, and deliver an effective and fully-compliant program for Okaloosa County. Our familiarity and understanding of the project requirements enable an efficient, transparent process that ensures Okaloosa County optimizes available resources for economic recovery and restoration of our ecological treasures. The Matrix-led team will assist the County in the development of a Multi-Year Plan and the formulation of a comprehensive roadmap to help restore and protect our portion of the Gulf Coast region impacted by the Deepwater Horizon oil spill. We envision this effort as the first year of a multi-year relationship with the County.

Specifically, the following tasks will be completed for this effort:

Task 1 Meetings (internal to Okaloosa County) and Public Engagement

Matrix will meet (at varying frequencies) with a number of officials and representatives from the County. This group will include the Board of County Commissioners, the County Administrator, the RESTORE Advisor, the Okaloosa County Advisory Committee (ORAC), and various members of the Okaloosa County Staff (Public Works, TDC, Growth Mgt). These meetings will be crucial in ensuring we achieve the objects of the County and critical to our facilitation process. We will obtain information relative to the effort, set project goals and timetables, review opportunities and discuss project constraints (among many other issues).

We understand a working dialogue is critical to this process and must occur to obtain meaningful input from key stakeholders and partners. Our approach includes an iterative and collaborative methodology to continuously receive and process inputs from vested parties. We anticipate this project will demand a high degree of facilitation, program management, communication, and consensus building.

As part of this task, Matrix will meet with and facilitate information gathering from a number of constituents (stakeholders) in Okaloosa County. Public engagement will most likely occur in conjunction with regularly scheduled ORAC meetings or similar public forums. A unique aspect of our approach is to provide a wide range of facilitation and consensus building methods that provide both active and passive opportunities for input. If the County chooses to host workshops (or gather input in a regularly scheduled setting), one preferred method of participation includes interactive sessions where participants are able to gather in small groups and work together to determine issues, ideas, and solutions. It includes the use of easy to use electronic audience response systems. These systems allow audience interaction by selecting their response on a wireless keypad that can be linked into the presentation, encouraging full participation and the display of immediate results.

Task 2 Meeting / Engagement (external to Okaloosa County)

Matrix will meet (at varying frequencies) with a number of officials and representatives from outside the County. Just a brief summary of these potential partners and stakeholders include surrounding counties, state-level governmental agencies (Dept of Environmental Protection, Florida Fish and Wildlife, Florida Department of Labor, etc), state-level non- or quasi-governmental agencies (Workforce Florida, Florida Forever, Florida Consortium, etc), regional and local agencies (Economic Development Council of Okaloosa County, NW Florida Water Management District, etc), and numerous federal agencies (Department of Labor, Department of Treasury, Department of Defense, etc). These meetings will be vital in ensuring we meet the objectives of the County and will help inform our process. The interface/dialogue generated by this external engagement will also be key for our project and grant submittal process.

Task 3 Metric and Data Collection Development

Matrix will work with the individuals and offices identified in Task 1 (BCC, County Administrator, ORAC, etc) to develop project evaluation metrics and a data collection tool. Both products will be utilized in Task 4.

Task 4 Data Analysis

Matrix will work with the individuals and offices identified in Task 1 (BCC, County Administrator, ORAC, etc) to analyze the data collected under Task 3. This will include feasibility analysis, cost estimating, project impact, financial modeling, and general database management.

Task 5 Research

As this process is still being defined, Matrix will continue to research the latest developments on the RESTORE Act, to include possible avenues of funding and limitations

of the various financial sources. The information gathered during the research task will be shared with the various constituents identified in Task 1.

Task 6 Deliverables

Tasks 1 and 2 require a significant amount of support materials, which in general, includes: briefing slides; survey tools; and, handouts. Matrix will also assist in website currency (theme and content verses actual web-design or management), grant writing, and project submittals. Ultimately, the efforts outlined in many of the above tasks will result in a Multi-Year Implementation Plan, which Matrix will help produce in coordination with the individuals and offices identified in Task 1 (BCC, County Administrator, ORAC, etc)

Additional Services Not in Contract (NIC)

Any services outside of this scope of work or substantial changes to the effort based on direction from Okaloosa County will require a revision in scope and fee. Matrix has provided a Standard Fee Schedule along with this letter. Matrix will not proceed with any additional work without prior approval of the Client. All project expenses including fees incurred (outside county travel, per diem, tolls, etc) will be billed at cost without markup. Matrix proposes we use county rates for cost calculations.

Proposed Project Schedule Milestones

Contract Execution	July 5, 2013
Meetings (internal to Okaloosa County) and Public Engagement	On-going (NTP+7 days)
Meeting / Engagement (external to Okaloosa County)	On-going (NTP+14 days)
Metrics and Data Collection Development	Sep 2, 2013
Data Analysis	On-going (after approval of data collection tool)
Multi-Year Plan	Dec 15, 2013
Research	On-going (NTP+7 days)
Other Deliverables	Jun 30, 2014

Fee Schedule (Lump Sum)

Task 1 - Meetings (internal to Okaloosa County) and Public Engagement	\$40,950
Task 2 - Meeting / Engagement (external to Okaloosa County)	\$30,600
Task 3 - Metrics and Data Collection Development	\$ 5,250
Task 4 - Data Analysis	\$28,188
Task 5 – Research	\$ 8,775
Task 6 - Deliverables (to include Multi-Year Plan)	\$30,673
	Subtotal Fee (Lump Sum) \$144,436
	Project Expenses (Pass Through Expenses as Incurred) \$ 3,000
	Total Fee \$147,436

Billing Method

Matrix will bill Okaloosa County at the end of each month for services rendered. The fee will cover all incurred expenses for the month and the remittance shall be considered progress payments towards the overall scope of work. A letter summarizing accomplishments by task, hours consumed, and percentage of progress will accompany the

monthly invoice. An invoice will be submitted for every month for the duration of the contract (12 months).

Option Years

Matrix stands ready to support Okaloosa County as its RESTORE Act Consultant for the duration of the RESTORE program. As such, the terms laid out in this agreement shall serve as a baseline for the options years the Client elects to pursue. Matrix may request a small inflationary adjustment to our standard schedule (not to exceed 3% per year), which can be addressed during scope of work negotiations. Matrix understands the Board of County Commissioners will need to approve any extensions to this contract. As we have done in this baseline year of the contract, Matrix will work extremely hard to keep rates competitive and provide the Client the best possible value for their investment.



STANDARD HOURLY RATES 2013

Classification	Hourly Rate
Principal	\$230.00
Vice President	\$190.00
Senior Associate	\$150.00
Associate	\$130.00
Sr. Consultant	\$125.00
Consultant III	\$110.00
Consultant II	\$100.00
Consultant I	\$ 90.00
Professional III	\$ 95.00
Professional II	\$ 85.00
Professional I	\$ 75.00
Staff V	\$ 95.00
Staff IV	\$ 79.00
Staff III	\$ 70.00
Staff II	\$ 60.00
Staff I	\$ 45.00

1- Person Survey Crew	\$ 100.00
2- Person Survey Crew	\$ 140.00
3- Person Survey Crew	\$ 190.00

If applicable, mileage will be charged at the Federal government allowable rate. All other direct expenses attributable to the Project will be charged to Client at cost.



**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: June 18, 2013
TO: Honorable Chairman and Members of the Board
FROM: Richard Brannon
SUBJECT: Restore Act Consulting Firm Selection
DEPARTMENT: Purchasing
BCC DISTRICT: All


STATEMENT OF ISSUE: Proposals to provide Restore Act Consulting Services were opened on April 19, 2013. Proposals were received from ten (10) firms (see attached list). The Board Appointed Review Committee (attached) met on May 22, 2013, reviewed all proposals received and short listed three (3) firms for presentations. On June 10, 2013 the Committee met, heard presentations and ranked the firms as follows:

1. Matrix Design Group - Niceville, FL
2. CH2MHill - Pensacola, FL
3. Tetra Tech - Destin, FL

The resulting contract would provide assistance to the Board in developing a multi year plan related to Restore Act Funding and help with oversight to ensure funds spent will maximize ecological and economical benefits. It is anticipated that the cost of this contract will be reimbursed through administrative fees paid through the Restore Act.

OPTIONS: Approve the Ranking or Reject.

RECOMMENDATION: Staff recommendation is to approve the ranking and allow staff to negotiate fees with Matrix Design Group. Fees would be brought back to the Board for approval.


Richard Brannon, Director

6/12/2013

RECOMMENDED BY:



**Okaloosa County
Florida**

**Action Item
1762**

Adopted
Jun 18, 2013 6:00 PM

**Request approval of the ranking of Restore Act Consulting Firms submitted by the review committee, and authorize staff to negotiate fees with the top ranked firm.
District: All.**

Information

Department: Purchasing **Category:** Approval

Attachments

- Printout
- Proposer Sheet

Body

STATEMENT OF ISSUE: Proposals to provide Restore Act Consulting Services were opened on April 19, 2013. Proposals were received from ten (10) firms (see attached list). The Board Appointed Review Committee (attached) met on May 22, 2013, reviewed all proposals received and short listed three (3) firms for presentations. On June 10, 2013 the Committee met, heard presentations and ranked the firms as follows:

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OPTIONS: Approve the Ranking or Reject.

RECOMMENDATION: Staff recommendation is to approve the ranking and allow staff to negotiate fees with Matrix Design Group. Fees would be brought back to the Board for approval.

Meeting History

Jun 18, 2013 6:00 PM Video Board of County Commissioners Regular Meeting (South)
 Draft


RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Dave Parisot, Commissioner District 2

SECONDER: Wayne Harris, Commissioner District 1

AYES: Don Amunds, Nathan Boyles, Wayne Harris, Dave Parisot, Kelly Windes

Public Discussion

 Add Comment

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Intelligent Meeting Management Solutions

**PROPOSER SHEET
RESTORE ACT
FOR OKALOOSA COUNTY**

PROPOSAL DUE: APRIL 19, 2013 @ 4:00 P.M.

PROPOSER	RECEIVED
MATRIX DESIGN GROUP	04-18-2013
GUARDIAN COMMUNITY RESOURCE MGMT ENVIRONMENTAL CONSULTING & TECHNOLOGY	04-18-2013 04-19-2013
ARCADIS	04-19-2013
MW CONSULTING/CSA OCEAN SCIENCES	04-19-2013
PREBLE-RISH INC.	04-19-2013
CH2MHILL	04-19-2013
WRS COMPASS	04-19-2013
GULF RESTORATION PARTNERS	04-19-2013
TETRA TECH	04-19-2013
RESTORE ACT MANAGEMENT CONSULTING SERVICES REVIEW COMMITTEE	
DAVE PARISOT	COMMISSIONER
ERNIE PADGETT	COUNTY ADMINISTRATOR
ELLIOT KAMPERT	GROWTH MGMT DIRECTOR
JOHN HOFSTAD	PUBLIC WORKS DIRECTOR
DAN O'BRYNE	TDD DIRECTOR
GARY STANFORD	FINANCE DIRECTOR

8. Firm Overview and Required Information

CONTRACT

2ND Def 

This agreement, executed in Crestview, Florida this 2ND ~~18th~~ day of July ~~April~~ 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and Matrix Design Group, Inc. or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **related to providing Restore Act Management Consulting Services for the Okaloosa County Board of County Commissioners per the attached proposal** for an approximate total price of \$ 147,436 in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

REPRESENTATIVES: The authorized representative of the County shall be:

The Okaloosa County Administrator
 1804 Lewis Turner Boulevard Suite 400
 Fort Walton Beach, FL 32547
 (850) 651-7515
 E-Mail: jcurry@co.okaloosa.fl.us

The authorized representative for Matrix Design Group, Inc. shall be:

Sal Nodjomian, PE
Executive Vice President
4591 Highway 20 East, Suite 202C
Niceville, FL 32578
850.333.3102
 E-Mail: sal_nodjomian@matrixdesigngroup.com

CONTRACT # C13-2054-CAO
MATRIX DESIGN GROUP, INC.
RESTORE ACT MANAGEMENT CONSULTING SERVICES
EXPIRES: 07/02/2014

8. Firm Overview and Required Information

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen
Contracts & Leases
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jallen@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

Saudi Mack

[Signature]
CONTRACTOR

BY _____

TITLE

STATE OF FLORIDA
COUNTY OF OKALOOSA

This contract is accepted this 2nd day of July 2013 and is effective on the 2nd day of July 2013.

ATTEST:

[Signature]
Gary Stanford
Deputy Clerk of Court



COUNTY OF OKALOOSA, FLORIDA

BY [Signature]



DON AMUNDS, CHAIRMAN

8. Firm Overview and Required Information

ANTI-COLLUSION STATEMENT: The below signed proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to proposal whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from proposal list(s).

Matrix Design Group, Inc.
Bidder's Company Name

4591 Highway 20 East, Suites 202 C

Niceville, FL, 32578
Address

850.333.3102
Phone #

84-1515767
Federal ID # or SS #


Authorized Signature – Manual

Sal Nodjomian, PE
Authorized Signature – Typed

Executive Vice President
Title

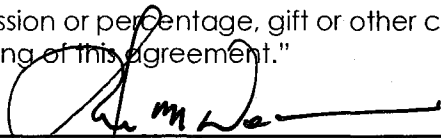
719.575.0208
Fax #

sal_nodjomian@matrixdesigngroup.com
E-mail address

8. Firm Overview and Required Information

Prohibition Against Contingent Fees – Florida Statute 287.055(6)(a) requires the following statement, duly signed and notarized, be included in each submittal:

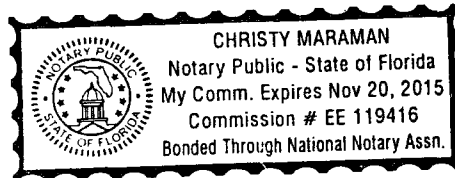
"The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other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




17 APR 13

Sal Nodjorian, PE
Executive Vice President
Matrix Design Group, Inc.

Date




4/17/13

POLICY ON "NO CONTACT CLAUSE"

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

The period commences on the date the proposals are due and terminates when the Board of County Commissioners approves an award.

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

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

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

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

I  representing Matrix Design Group, Inc.
Signature Company Name

Hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.



***Scope of Work, Task List, and Fee Schedule
Okaloosa County RESTORE Act Consultant
June 24, 2013***

Matrix Design Group (Matrix) prepared a written proposal and provided an oral presentation to the committee charged with selecting a management consult to provide services related to RESTORE Act funding (RFP #: BCC-19-13). This proposal and a copy of the presentation were provided to the selection committee. Based on all factors (the written proposal, the formal presentation, and the question and answer period), the committee selected Matrix as the highest ranked offeror; the Okaloosa Board of County Commissioners approved the recommendation on June 18, 2013.

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Specifically, the following tasks will be completed for this effort:

Task 1 Meetings (internal to Okaloosa County) and Public Engagement

Matrix will meet (at varying frequencies) with a number of officials and representatives from the County. This group will include the Board of County Commissioners, the County Administrator, the RESTORE Advisor, the Okaloosa County Advisory Committee (ORAC), and various members of the Okaloosa County Staff (Public Works, TDC, Growth Mgt). These meetings will be crucial in ensuring we achieve the objects of the County and critical to our facilitation process. We will obtain information relative to the effort, set project goals and timetables, review opportunities and discuss project constraints (among many other issues).

We understand a working dialogue is critical to this process and must occur to obtain meaningful input from key stakeholders and partners. Our approach includes an iterative and collaborative methodology to continuously receive and process inputs from vested parties. We anticipate this project will demand a high degree of facilitation, program management, communication, and consensus building.

As part of this task, Matrix will meet with and facilitate information gathering from a number of constituents (stakeholders) in Okaloosa County. Public engagement will most likely occur in conjunction with regularly scheduled ORAC meetings or similar public forums. A unique aspect of our approach is to provide a wide range of facilitation and consensus building methods that provide both active and passive opportunities for input. If the County chooses to host workshops (or gather input in a regularly scheduled setting), one preferred method of participation includes interactive sessions where participants are able to gather in small groups and work together to determine issues, ideas, and solutions. It includes the use of easy to use electronic audience response systems. These systems allow audience interaction by selecting their response on a wireless keypad that can be linked into the presentation, encouraging full participation and the display of immediate results.

Task 2 Meeting / Engagement (external to Okaloosa County)

Matrix will meet (at varying frequencies) with a number of officials and representatives from outside the County. Just a brief summary of these potential partners and stakeholders include surrounding counties, state-level governmental agencies (Dept of Environmental Protection, Florida Fish and Wildlife, Florida Department of Labor, etc), state-level non- or quasi-governmental agencies (Workforce Florida, Florida Forever, Florida Consortium, etc), regional and local agencies (Economic Development Council of Okaloosa County, NW Florida Water Management District, etc), and numerous federal agencies (Department of Labor, Department of Treasury, Department of Defense, etc). These meetings will be vital in ensuring we meet the objects of the County and will help inform our process. The interface/dialogue generated by this external engagement will also be key for our project and grant submittal process.

Task 3 Metric and Data Collection Development

Matrix will work with the individuals and offices identified in Task 1 (BCC, County Administrator, ORAC, etc) to develop project evaluation metrics and a data collection tool. Both products will be utilized in Task 4.

Task 4 Data Analysis

Matrix will work with the individuals and offices identified in Task 1 (BCC, County Administrator, ORAC, etc) to analyze the data collected under Task 3. This will include feasibility analysis, cost estimating, project impact, financial modeling, and general database management.

Task 5 Research

As this process is still being defined, Matrix will continue to research the latest developments on the RESTORE Act, to include possible avenues of funding and limitations

of the various financial sources. The information gathered during the research task will be shared with the various constituents identified in Task 1.

Task 6 Deliverables

Tasks 1 and 2 require a significant amount of support materials, which in general, includes: briefing slides; survey tools; and, handouts. Matrix will also assist in website currency (theme and content verses actual web-design or management), grant writing, and project submittals. Ultimately, the efforts outlined in many of the above tasks will result in a Multi-Year Implementation Plan, which Matrix will help produce in coordination with the individuals and offices identified in Task 1 (BCC, County Administrator, ORAC, etc)

Additional Services Not in Contract (NIC)

Any services outside of this scope of work or substantial changes to the effort based on direction from Okaloosa County will require a revision in scope and fee. Matrix has provided a Standard Fee Schedule along with this letter. Matrix will not proceed with any additional work without prior approval of the Client. All project expenses including fees incurred (outside county travel, per diem, tolls, etc) will be billed at cost without markup. Matrix proposes we use county rates for cost calculations.

Proposed Project Schedule Milestones

Contract Execution	July 5, 2013
Meetings (internal to Okaloosa County) and Public Engagement	On-going (NTP+7 days)
Meeting / Engagement (external to Okaloosa County)	On-going (NTP+14 days)
Metrics and Data Collection Development	Sep 2, 2013
Data Analysis	On-going (after approval of data collection tool)
Multi-Year Plan	Dec 15, 2013
Research	On-going (NTP+7 days)
Other Deliverables	Jun 30, 2014

Fee Schedule (Lump Sum)

Task 1 - Meetings (internal to Okaloosa County) and Public Engagement	\$40,950	
Task 2 - Meeting / Engagement (external to Okaloosa County)	\$30,600	
Task 3 - Metrics and Data Collection Development	\$ 5,250	
Task 4 - Data Analysis	\$28,188	
Task 5 – Research	\$ 8,775	
Task 6 - Deliverables (to include Multi-Year Plan)	\$30,673	
	Subtotal Fee (Lump Sum)	\$144,436
	Project Expenses (Pass Through Expenses as Incurred)	\$ 3,000
	Total Fee	\$147,436

Billing Method

Matrix will bill Okaloosa County at the end of each month for services rendered. The fee will cover all incurred expenses for the month and the remittance shall be considered progress payments towards the overall scope of work. A letter summarizing accomplishments by task, hours consumed, and percentage of progress will accompany the

monthly invoice. An invoice will be submitted for every month for the duration of the contract (12 months).

Option Years

Matrix stands ready to support Okaloosa County as its RESTORE Act Consultant for the duration of the RESTORE program. As such, the terms laid out in this agreement shall serve as a baseline for the options years the Client elects to pursue. Matrix may request a small inflationary adjustment to our standard schedule (not to exceed 3% per year), which can be addressed during scope of work negotiations. Matrix understands the Board of County Commissioners will need to approve any extensions to this contract. As we've have done in this baseline year of the contract, Matrix will work extremely hard to keep rates competitive and provide the Client the best possible value for their investment.



STANDARD HOURLY RATES 2013

Classification	Hourly Rate
Principal	\$230.00
Vice President	\$190.00
Senior Associate	\$150.00
Associate	\$130.00
Sr. Consultant	\$125.00
Consultant III	\$110.00
Consultant II	\$100.00
Consultant I	\$ 90.00
Professional III	\$ 95.00
Professional II	\$ 85.00
Professional I	\$ 75.00
Staff V	\$ 95.00
Staff IV	\$ 79.00
Staff III	\$ 70.00
Staff II	\$ 60.00
Staff I	\$ 45.00

1- Person Survey Crew	\$ 100.00
2- Person Survey Crew	\$ 140.00
3- Person Survey Crew	\$ 190.00

If applicable, mileage will be charged at the Federal government allowable rate. All other direct expenses attributable to the Project will be charged to Client at cost.



4591 Highway 20 East, Suite 202C
Niceville, FL 32578
850.333.3102 (p)
www.matrixdesigngroup.com

April 19, 2013

Okaloosa County Purchasing Department
Attn: Richard Brannon
602-C North Pearl Street
Crestview, FL 32536

RE: Proposal to Provide Management Consulting Services Related to RESTORE Act Funding Projects (RFP #: BCC-19-13)

Dear Mr. Brannon:

We are pleased to submit this proposal to provide management consulting services and assistance to the Okaloosa Board of County Commissioners related to developing the Multi-Year Plan required by the RESTORE Act. In response to your request for proposals (RFP), we have assembled a team of professionals with extensive local area knowledge, regional economic and engineering proficiency, and national level resources to assist the RESTORE ACT Coordinator and to help facilitate the Okaloosa RESTORE Advisory Committee (ORAC). Specifically, we offer the following advantages:

1. **Project Understanding and Familiarity of Project Requirements.** The staff members we propose have unmatched knowledge of Okaloosa County, the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies (RESTORE) Act, and the opportunities that RESTORE Act funding brings to our region. This unparalleled experience and broad perspective uniquely qualifies the Matrix-led team to assist the County in the development of a Multi-Year Plan and the formulation of a comprehensive roadmap to help restore and protect our portion of the Gulf Coast region impacted by the Deepwater Horizon oil spill.

As illustrated in our proposal, our experience includes work in the local area, the State of Florida, and throughout the country that successfully addresses each of the requirements outlined in the RFP. Our team will obtain public input, offer technical support, refine the information, and deliver an effective and fully-compliant program for Okaloosa County. Our familiarity and understanding of the project requirements enable an efficient, transparent process that ensures Okaloosa County optimizes available resources for economic recovery and restoration of our ecological treasures.

2. **Program Management Team.** In addition to subject matter experts covering the broad spectrum of consulting requirements, we offer you a truly unique blend of management experience. As the Program Manager, I bring to our team 24 years of professional engineering and leadership practice. This includes operational experience, such as developing detailed engineering cost estimates, all the way through strategic initiatives, such as creating Eglin's Strategic Plan and guiding the latest Environmental Impact Study. As the former Eglin Installation Commander, I am distinctively qualified in my understanding and perspectives on how Okaloosa County's initiatives impact the military mission and vice-versa.

Mr. Lee Lewis, our Deputy Program Manager, is the Regional Manager for AVCON, Inc. Lee has established himself and his firm as leaders in our County across the range of engineering requirements, to include aviation, transportation, development, and stormwater engineering. In addition to Lee's technical superiority and sterling reputation, he is highly active with numerous regional stakeholders and offers expert knowledge of the RESTORE Act.

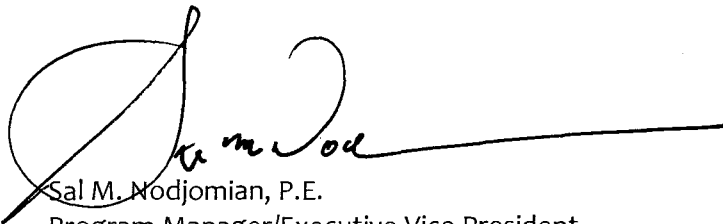
The blending of our talents, experience, knowledge, and networks make us an ideal choice to facilitate the ORAC process and provide consulting assistance to the County as required.

- 3. Fresh Perspective & Proven Local Record.** Our approach to management consulting services for RESTORE Act funding provides a much needed independent and external perspective to a process that can be quite complex. The Matrix team offers a vast array of new ideas, many gathered from our award-winning nationwide experience in re-development work, master planning, and land use studies, which will enhance the consulting process and will produce outstanding results for our County.

As a team of proven local firms, we assure outstanding client service and unmatched dedication for the duration of this effort and well into the future. We look forward to maximizing the benefits to the County by exclusively serving Okaloosa County in RESTORE Act matters.

The contents of this proposal affirm our qualifications and ability to best provide the services requested in the RFP. We look forward to working with the Okaloosa County Commissioners to negotiate a scope of work, budget and contract to best meet the needs of the RESTORE Act Management Consultant Services project. If you have any questions, or require additional information regarding the content of our submittal, please contact me at 850.333.3102 or by e-mail at sal_nodjomian@matrixdesigngroup.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Sal M. Nodjomian", with a long horizontal line extending to the right.

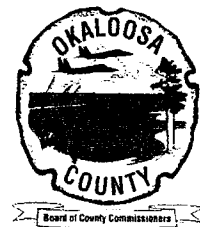
Sal M. Nodjomian, P.E.
Program Manager/Executive Vice President

A Proposal for

RESTORE Act Management Consulting Services

RFP #: BCC 19-13

April 19, 2013



Matrix 
DESIGN GROUP

4591 Highway 20 East, Suites 202 C&D

Niceville, FL 32578

850-333-3102

In Association with



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1. Project Understanding and Approach

Okaloosa County and the Gulf Coast Region have an extremely rare opportunity to take advantage of a program, the RESTORE Act, which promises significant financial resources to a wide array of entities impacted by the Deepwater Horizon oil spill. Due to our unparalleled understanding of the requirements, tremendous portfolio of similar work, fully-dedicated program managers, and world-class subject matter experts, the Matrix Design Group, Inc. (hereafter Matrix) team is extremely well positioned to provide consulting services to the Okaloosa Board of County Commissioners.

Familiarity with the RESTORE Act

Before any consultant can provide useful assistance to a client, they must fully understand the issues. Underpinning our proposal is a thorough understanding of the RESTORE Act and, more appropriately, what it means for Okaloosa County.

We have dedicated an entire portion of our proposal (Section 2) to the details of the RESTORE Act, but in summary feel the County will have significant opportunity to address many environmental and economic recovery goals. Preliminary estimates indicate the RESTORE Act could equate to more than \$60 or \$70 million (Pot #1) for properly vetted projects and programs in our area. It is likely the Gulf Coast Restoration Trust Fund (which was established to receive 80% of all civil

and administrative penalties stemming from the oil spill) will represent the single largest source of outside funding in the history of Okaloosa County.

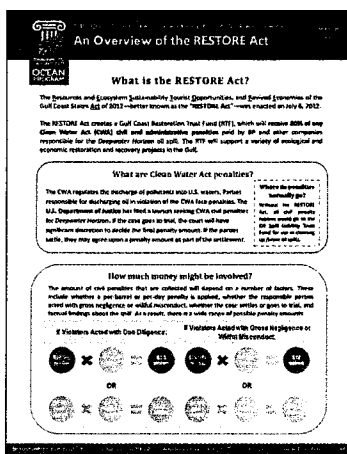
In order to remain compliant with the terms of the Act, Okaloosa County will be required

to develop criteria for submission of projects and programs, to establish accountability, to establish disbursement processes for RESTORE funds, and other tasks. **With recommendations from the Okaloosa RESTORE Advisory Committee (ORAC), the County will also be required to develop a Multi-Year RESTORE Plan. This process will require strategic planning, transparency, accountability, and oversight to ensure the funds expended in Okaloosa County maximize the ecological and economic benefits for the residents of Okaloosa County. The Matrix team is built specifically to address each and every one of these requirements.**

Per Section 1603 of the RESTORE Act (Section 1601-1608, Public Law 112-141), we understand allowed activities under Pot #1 are specifically limited to one or more of the following in the Gulf Coast region:

1. Restoration and/or protection of natural resources, ecosystems, fisheries, marine & wildlife habitats, beaches, and coastal wetlands;
2. Mitigation of damage to fish, wildlife, & natural resources;
3. Implementation of federally approved marine, coastal, or conservation management plans, including fisheries monitoring;
4. Workforce development and job creation;
5. Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill;

"The brain power that comes out of Matrix always impresses me and reminds me why I have the best program management team working for us."



1. Project Understanding and Approach

A unique aspect of our approach is to provide a wide range of facilitation and consensus building methods that provide both active and passive opportunities for input.

6. Infrastructure projects benefiting the economy or ecological resources, including port infrastructure;
7. Coast flood protection and related infrastructure;
8. Planning assistance;
9. Administrative costs of complying with this subsection; and,
10. Promotion of tourism in the Gulf Coast region, including recreational fishing and the consumption of seafood harvested from the Gulf Coast region.

Matrix will leverage our comprehensive understanding of the RESTORE Act to advise the County Commissioners, the County Administrator, the County Staff, and the ORAC as appropriate. Further, we will help educate the public as required and assist in the training of the ORAC on all facets of the process, including rules for project application, approval process, Florida Sunshine Law compliance, etc. Please see Section 2 for additional evidence of our understanding of the RESTORE Act.

A Collaborative Approach

The Matrix team understands that a working dialogue is critical to this process and must occur to obtain meaningful input from the ORAC and other key stakeholders and partners. ***Our approach includes an iterative and collaborative methodology to continuously receive and process inputs from vested parties.*** Matrix clearly understands this project requires a dynamic and viable working relationship and communication with the County Administrator and the Committee. The Matrix team's proven success working with a wide range of stakeholders within Okaloosa County is indicative of our ability to continue this vibrant and successful relationship.

We anticipate this project will demand a high degree of facilitation, program management, communication, and consensus building. Matrix's engagement strategy—proven through our successful completion of two locally based projects, the Tri County Growth Management Plan and the Tri County Small Area study—will continue and be enhanced as we collectively accomplish the goals of this exciting opportunity.



Reaching Consensus Through Facilitation

An important part of any project is building consensus through a collaborative approach. Without the input of a broad cross-section of key stakeholders, the result is a plan that is uninspired at the best and divisive at the worst. On top of the obvious need for extensive outreach, several sources of RESTORE funds are dependent upon grant criteria where effective consensus building and public outreach is not just a goal, but is also a requirement.

A key component of successful outreach and obtaining feedback is maximizing the ability of the public and stakeholders to communicate concerns and preferences to the planning team. During workshops, one preferred method of participation includes interactive sessions where participants are able to gather in small groups and work together to determine issues, ideas, and solutions. It includes the use of easy to use electronic audience response systems. These systems allow audience interaction by selecting their response on a wireless keypad that can be linked into the presentation, encouraging full participation and the display of immediate results.

1. Project Understanding and Approach

Technical Competency and Spectrum of Expertise

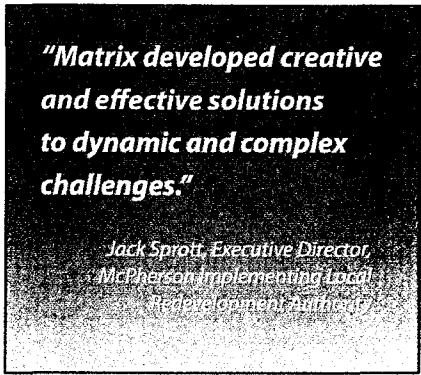
Once a problem or challenge is understood and all of the stakeholder input is gathered, then it is incumbent upon the consultant to have the technical competency to develop solutions that meet or exceed the client's expectations.

The Matrix team is an assemblage of interdisciplinary experts providing professional engineering, consulting, environmental, planning, and program management for our clients. We bring specialized expertise assisting with major asset development and redevelopment planning and design. Our staff is recognized for its proactive and creative approach to planning and development based on in-depth understanding of critical real estate, financial and technical issues that are often the keys to a successful project. The staff is also recognized for taking ownership in our clients' project and driving them to successful conclusions.

Focusing on the RESTORE Act effort, our Program Management Team has the knowledge necessary to assist the County and the ORAC on the entire spectrum of projects and initiatives we may encounter as your consultants. Below are just a few areas of our expertise:

ENGINEERING SERVICES: The Matrix team provides full spectrum land development services ranging from infrastructure master planning and due diligence to preparation of construction documents for residential subdivisions, multi-family projects and commercial developments. Matrix has been involved in a variety of significant public and private sector development projects that required the planning and design of major infrastructure. We specialize in:

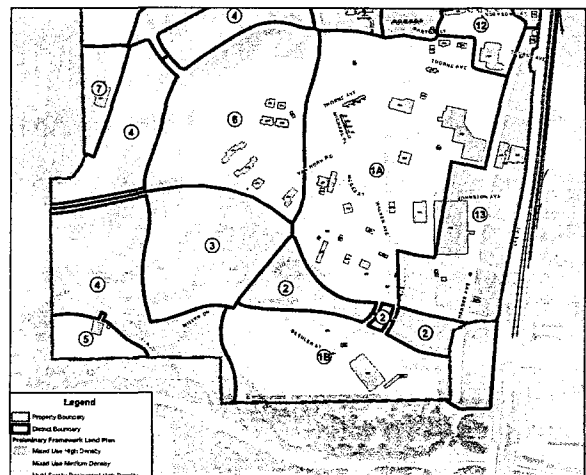
- Utility Planning and Design
- Traffic Engineering
- Transportation Planning and Design
- Roadway and Bridge Design
- Stormwater Management
- Construction Management



COMPATIBILITY AND COMMUNITY PLANNING:

We bring stakeholders together to work as a team in the identification of issues and development of solutions. We understand the stakes involved for both the community and the military where encroachment is concerned. Our results have shown that military readiness and sustainable community

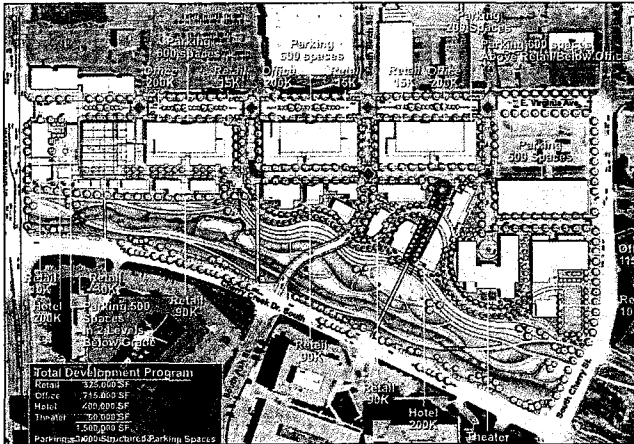
growth are not mutually exclusive projects. We also have extensive experience in the development of comprehensive / general plans and zoning ordinances



for cities and counties around the United States. Our team has worked on the planning blueprints used to guide growth, integrate compatibility planning tools, provide for economic development, and guide land use and resource decisions at local and regional levels. We specialize in:

- Land Planning
- Reuse Master Planning
- Operation and Business Plans
- Grant Applications
- Property Transfer Strategy/Negotiation
- Joint Land Use Study (JLUS)
- Geographic Information Systems

1. Project Understanding and Approach



URBAN PLANNING AND LANDSCAPE ARCHITECTURE:

The Matrix team provides in-house services in urban planning and landscape architecture and specializes in:

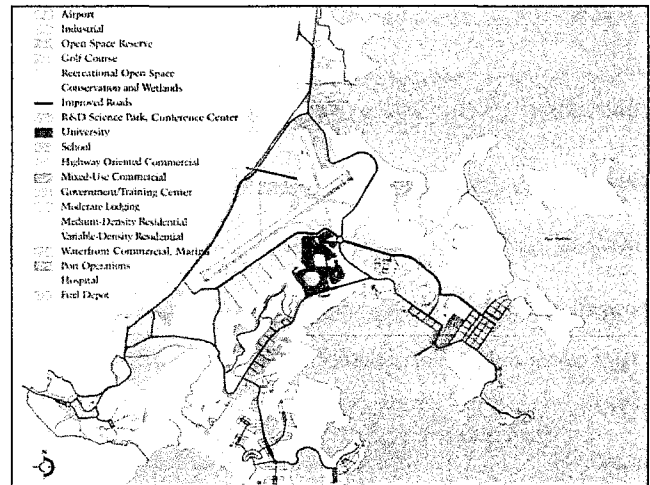
- Waterfront Planning and Design
- Landscape Architecture and Site Design
- Streetscape and Urban Design
- Parks Recreation and Open Space
- Resort Development



WATER RESOURCES SERVICES: Our team offers a wide range of services providing clients throughout the United States with not only state-of-the-practice technical skill and experience, but also an understanding of what is required to build a project. Matrix has broad expertise in water resources, stormwater management, and water/wastewater facilities design, and has been involved in a variety of assignments, ranging from

watershed management and channel master planning to storm restoration design. Our areas of expertise include:

- Hydrologic Modeling and Analysis
- Hydraulic Modeling and Analysis
- Stormwater Infrastructure Design and Permitting
- Stream Morphology and Channel Stability Analysis
- Floodplain Mapping
- Water Rights Analysis
- Water Quality Analysis, Permitting and Design



ENVIRONMENTAL SERVICES: The Matrix team provides integrated environmental consulting, engineering, and program management services for remediation and redevelopment projects. Our combined technical expertise ensures an integrated approach to solving individual issues unique to each project. We provide a balance of appropriate levels of investigation and remediation to meet development requirements while protecting human health and the environment. We specialize in:

- Environmental Planning Services
- Environmental Engineering
- Construction Management
- Quantitative Analysis
- Risk Management

1. Project Understanding and Approach

ECONOMICS AND MODELING: The Matrix team is capable of extensive modeling and proforma analysis. In coordination with our partners at the Haas Center, we can run population forecast models for Okaloosa County (and the region) and integrate the results into GIS mapping software. This will allow our program management team to develop refined short, medium and long-term projections of population growth across Okaloosa County (by age cohorts if necessary). With our sophisticated financial tools, we can:

- Analyze expected return on investment (ROI) of proposed projects;
- Conduct fiscal analyses to assess financial trends in the region; and,
- Ensure the activities and undertakings proposed by the ORAC and other stakeholders represent the highest and best use of critical resources.

Because we anticipate the ORAC and the County to generate a spectrum of projects and initiatives, our technical competency and broad expertise will be critical in ensuring compliance with the RESTORE Act and in generating the highest possible return on investment.

The Matrix team clearly meets or exceeds the RFP criteria requiring the successful consultant to be qualified in multiple disciplines (engineering, environmental, economics, etc.).

Beyond the technical scope, we firmly understand the importance RESTORE Act funding offers the areas of tourism and commercial and recreational fishing (which are all activities eligible for funding consideration under Section 1603.) As such, **we will ensure the ORAC evaluates these types of requirements, utilizing our financial modeling and professional expertise to help prioritize projects that yield that greatest overall return on investment.**



Transparency and Integrity

The Matrix team is rooted in integrity and fully understands the importance of an open and transparent process. The RESTORE Act will bring tens of millions of dollars to our County and will rightfully draw a significant amount of public and private interest.

In our capacity as consultants and facilitators, **we will work in concert with County officials and the ORAC to ensure potential projects / initiatives are selected based on meaningful input from the general public, which includes individuals, businesses, and non-profit organizations.** In the event projects / initiatives involve natural resource protection or restoration, we have the organic expertise to ensure “best available science” is utilized.

In our efforts to ensure public funds are safeguarded, we will work with County officials and the ORAC to ensure contracts awarded under the RESTORE Act follow standard procurement rules and meet applicable competitive bidding and audit requirements. Further, we have experience working with the County’s Purchasing Department and are familiar with the revised purchasing/payment processes and the Contract Payment Form recently issued by the County. This knowledge will help reduce administrative burden and

1. Project Understanding and Approach

ensure everyone's valuable time is used on program requirements and not clerical tasks.

The Matrix team recognizes the importance accountability will have in this initiative. Whether assisting the County posture for a Secretary of Treasury audit, or developing a funds disbursement and tracking model for the Multi-Year Plan, our team will provide the required professional services.

Managing the Process

We will assist the ORAC in any manner deemed appropriate as they evaluate project submittals, provide rankings, and make prioritizations. As a minimum, we will inform the process with our comprehensive planning, development, and engineering expertise as well as with our intimate knowledge of the County and the region. **We will also help facilitate the process, keeping the ORAC focused on strategic goals and ensuring consistency in the ORAC's application of the Board's approved plan.**

Further, we will stay in contact with appropriate local, state, regional, and federal agencies to ensure the County and the ORAC are aware of the latest rules and guidelines listed in the RESTORE Act.

As your consultant, we will work directly for the County Administrator and closely with the County's RESTORE Act Coordinator and with the ORAC (depicted graphically in Section 3) in the development of the Multi-Year Plan.

We have a thorough understanding of RESTORE Act planning and implementation criteria and are educated on the County's priorities and policy objectives. We know the Board, as espoused in the Okaloosa County Strategic Plan (2012–2013), desires to:

- Improve the local economy;
- Increase paved roads;
- Improve stormwater infrastructure;

- Ensure the sustainability of drinking water supplies;
- Ensure compatible development adjacent to military installations; and,
- Provide many more well-needed community services and improvements.

As both members of our Program Management Team are highly integrated in the local community (e.g., key contributors to "Six Pillars" and other Economic Development Council of Okaloosa County initiatives), we will be able to continually inform the ORAC's process.

We will ensure the County receives maximize benefit from the multiple sources of RESTORE Act funding. We will assist in the writing of grants and financial requests and assist the ORAC in developing strong project proposals; many of which can address requirements within your Strategic Plan.

As a consulting firm, we have developed multiple proposal templates that can be modified to meet the needs of the County. Similarly, we have developed and use a number of tools to assist in the evaluation and prioritization process. These tools are designed to ensure the objectivity and reproducibility of results. This is vitally important when a process has a significant number of stakeholders (as the County does) who all want their concerns addressed.

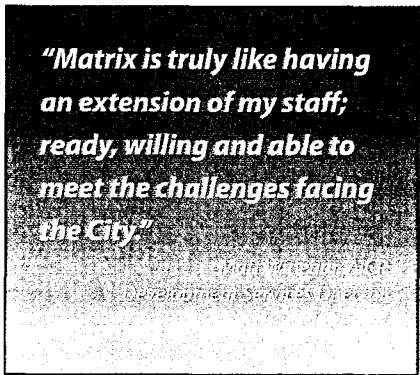
1. Project Understanding and Approach

An Extension of Your Team

Because of our location in Okaloosa County, we are extremely well postured to attend County Board meetings, meetings with the County Staff, and meetings with the ORAC as necessary.

We consider ourselves an extension of your staff and will participate in the development, review, and follow-up of all RESTORE Act issues. We will provide weekly written progress reports detailing activities performed and pending issues that may require the attention of the Board. Another benefit of our local presence is our ability to quickly respond to changing conditions and last minute meeting requests. Regardless of the number of meetings or presentations we facilitate or attend, we will not require reimbursement for local area travel. The County's investment will be for professional consulting services, not unnecessary overhead costs.

We will represent the County when the Multi-Year Plan is presented to any agency (state, regional, or federal) that must coordinate on or approve the Plan. Our Program Management Team is extremely well versed in presenting at the highest levels, including testifying before Congress (to include both House and Senate committees and sub-committees), meeting with Senators and Congressman, and presenting to the Florida Governor and his cabinet staff on a regular basis.



Commitment and Timeline

The Matrix team has not contracted nor does it have any proposals submitted with any other Florida county for RESTORE Act related issue. Our program management team, representing proven local firms, is singularly focused on providing outstanding client service and unmatched dedication for the duration of this effort. We look forward to maximizing the benefits to the County by exclusively serving Okaloosa County in RESTORE Act matters.

We recognize the importance of timing and are eager to begin our consultation process. When given the notice to proceed, we will immediately set a timeline and schedule for deliverables (to include the Multi-Year Plan) that meets the Board's goals.

We will also help the County and the ORAC establish meaningful metrics to assess progress and help ensure we are collectively meeting the expectations of the various stakeholders. Because the details of RESTORE Act implementation remain in development and the range of requirements broad, our breadth of experience and range of in-house capabilities is well suited for this type of consulting role.

Finally, as citizens of Okaloosa County and its environs, we have significant personal interest in the success of the RESTORE Act and want to see it contribute to the betterment of our community. This is not just a consulting job for us; rather, it's an opportunity for us to help shape the future of the place we call home.

Please see next page.

2. Familiarity with RESTORE Act

The Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 or "RESTORE Act" was enacted into law as part of the two-year transportation funding and reauthorization bill entitled Moving Ahead for Progress in the 21st Century Act or "MAP-21" (Public Law 112-141) on July 6, 2012.

The RESTORE Act (Title 1, Subtitle F—Gulf Coast Restoration of P.L. 112-141) was passed with a specific purpose of applying oil spill penalties from BP and BP contractors to governmental jurisdictions adversely impacted following the explosion of Transocean Ltd's Deepwater Horizon oil drilling rig in the Gulf of Mexico on April 20, 2010. This tragic event claimed the lives of 11 workers and significantly damaged the ecosystems and the economies of most of the Gulf Coast region. The massive oil spill resulting from the explosion is considered the largest environmental disaster in U.S. history.

Prior to the RESTORE act, Clean Water Act penalties for discharging oil into U.S. navigable waters would be applied to the Oil Spill Liability Trust Fund. Following the 1989 Exxon Valdez oil tanker crash in Alaska, many science and research agencies complained about the

The 2012 RESTORE Act changes the previous distribution of penalties and directs 80% of Clean Water Act civil and administrative funds from the Deepwater Horizon event to a Gulf Coast Restoration Trust Fund. These funds will largely be distributed through state and local governmental agencies to ensure that the effectiveness of the funds can be maximized based on the specific priorities of their local jurisdictions.

lack of monitoring and testing performed. There were specific questions regarding the extent of the impacts the oil spill potentially had on the critical herring fishery that was virtually eliminated from Prince William Sound in the years that followed.

By ensuring funds are focused on the impacted areas along the Gulf Coast, the RESTORE Act will enable more effective focus on carrying out activities that work to restore, monitor, and protect the impacted ecosystems and economies.

The process of distributing payments to individuals and businesses for property and economic losses began long ago. On April 5, 2013 a U.S. District judge in New Orleans denied BP's plea to stop reimbursements to businesses and individuals for their economic losses. BP estimates it will spend more than \$42 billion to address clean-up costs, fines, and other liabilities related to the explosion and ensuing oil spill. More than \$23 billion was already applied to claims and clean-up efforts prior to 2013. The Department of Justice recently reached a \$1.4 billion settlement with Transocean for its role to be fully allocated within two years.

The full impact of the various costs to BP and their contractors is not yet known and may not be fully realized for years to come. The following sections provide a more detailed evaluation of how the various criminal fines and penalties resulting from the April 2010 tragedy are expected to be distributed.

Natural Resource Damage Assessment Funds

The Oil Pollution Act of 1990 (P.L. 101-380; 33 U.S.C. 2706) established the Natural Resource Damage Assessment (NRDA) Trustee Council comprising national and state representatives to evaluate the impacts of oil spills on our natural resources. Executive Order 13554 (October 5, 2010) designated federal trustees to assess damages to natural resources resulting from the Deepwater Horizon oil spill. Executive Order 13626 signed by President Obama on September 10, 2012 added representatives of the Environmental Protection Agency (EPA) and the U.S. Department of Agriculture (USDA) to the NRDA Trustee Council.

The NRDA Trustee Council for the Deepwater Horizon oil spill currently includes representatives of all five

2. Familiarity with RESTORE Act

Gulf coast states, NOAA, U.S. Fish & Wildlife, National Parks Service, Department of Defense, the Bureau of Land Management, and the Bureau of Indian Affairs. Governor Rick Scott has appointed representatives from the Florida Department of Environmental Protection (FDEP) and the Florida Fish & Wildlife Conservation Commission (FFWCC) to serve as the trustees representing the state of Florida in the NRDA Trustee Council for the Deepwater Horizon oil spill. A portion of the payments from BP will be applied to assess damages to natural resources. In April 2011, BP agreed to fund \$1 billion in early restoration projects, allowing the trustees to begin restoration activities before the completion of the damage assessment activities.

Initial projects are planned to provide for marsh creation, coastal dune habitat improvements, near-shore artificial reef creation, and oyster cultch restoration, as well as the construction and enhancement of boat ramps to compensate for lost human use of resources.

They include a Boat Ramp Enhancement project (\$5.07 million) and a 20-Ac Coastal Dune Habitat project (\$0.64 million).

The initial two Florida projects approved as part of the Deepwater Horizon Phase I Early Restoration Plan & Environmental Assessment released in April 2012 are both located in Escambia County.

In Phase II released last December, two more projects were approved that will benefit Okaloosa County. The Enhanced Management of Avian Breeding Habitat project (\$4.66 million) is intended to protect and minimize disturbances to nesting and foraging sites for beach nesting birds. The Improving Habitat Injured by Spill Response: Restoring the Night Sky project (\$4.32 million) will reduce artificial lighting impacts on nesting habitat for loggerhead sea turtles. Additional projects are anticipated in future phases of the early restoration process.

It is understood that the \$2.4 billion for NFWF will be applied to projects at the state level based on relative impacts. Louisiana is anticipated to receive half of these funds and Florida's share is expected to be 14%.

Criminal Penalties

The Federal Water Pollution Control Act (33 U.S.C. 1321) grants authority to the Environmental Protection Agency (EPA) to impose fines for oil spills. In January, BP pled guilty to 11 felony counts related to the workers' deaths and another felony count related to obstructing Congress. As part of the plea agreement, BP will pay a \$525 million civil penalty to the Security and Exchange Commission (SEC), plus a record \$4 billion in criminal penalties, all payable over the next five years. Of the criminal penalties, a \$1.256 billion criminal fine will primarily be applied to the Oil Spill Liability Trust Fund (\$1.15 billion) and the North American Wetlands Conservation Fund (\$100 million). The federal penalties also include \$350 million for the National Academy of Sciences and a notable \$2.4 billion for the National Fish and Wildlife Foundation (NFWF).

Civil & Administrative Penalties

In addition to \$525 million in civil penalties to be paid to the Security and Exchange Commission as part of their plea agreement, BP is expected to face significant civil penalties resulting from their civil trial that began on February 25, 2013 in U.S. District Court in New Orleans. The trial is expected to apportion blame for the accident between BP and its contractors Transocean Ltd and Halliburton Co. A finding of gross negligence could result in up to \$21 billion in civil penalties.

Section 1602 of the RESTORE Act established the Gulf Coast Restoration (GCR) Trust Fund which will receive 80% of all civil and administrative penalties stemming from the oil spill. The Trust Fund shall remain in effect until all funds have been expended. Section 1603 and Section 1604 identify specific distributions or “pots” for the GCR Trust Fund. Generally, there are five “pots” in which the funds shall be distributed. These five pots will be identified herein as “Pot #1” through “Pot #5,” in accordance with the nomenclature already in general use by the State of Florida and Okaloosa County.

POT #1: Equal-Share State Allocation (a.k.a. “Local”)—35% of GRC Trust Fund

Section 1603 of the RESTORE Act requires 35% of the GRC Trust Fund be provided to Gulf Coast States in equal shares for expenditure for ecological and economic restoration.

Allowed activities under Pot #1 are listed in Section 1 (pages 2 and 3) of this proposal. Activities funded under Pot 1 may not be included in any claim for compensation paid out by the Oil Spill Liability Trust Fund.

Based on the equal shares policy, Florida’s share will represent 7% of the GRC Trust Fund. For Florida, Section 1603 further defines 75% of the state’s funding be directly provided to the eight (8) disproportionately affected counties impacted by the oil spill. These eight counties (from east to west) are: Wakulla, Franklin, Gulf, Santa Rosa, Bay, Okaloosa, Walton and Escambia. The RESTORE Act does not specify distribution of Pot #1 funds among the eight disproportionately affected counties. The remaining 25% of Florida’s shall be distributed to 15 non-disproportionately affected counties based on a formula considering length of oiled shoreline, 2010 census population, mean distance from the spill, and per capita sales tax.

As a condition for receiving amounts from the Trust Fund under Pot #1, a state, county, or other eligible entity shall:

1. Agree to meet federal audit requirements
2. Certify the subject project or program meets the criteria above
3. Certify the subject project or program was selected based on meaningful public input, including individuals, businesses, and non-profit organizations
4. For natural restoration of protection projects, certify the project is based on best available science
5. Certify the awarding of a contract for the project or program is based on standard procurement rules, including all bidding and audit requirements
6. Develop and submit a multi-year implementation plan for the use of the funds, including milestones, projected completion of each activity, and mechanism to evaluate the success of each activity in helping to restore and protect the impacted Gulf Coast region

In October 2012, an interlocal agreement was executed by 21 of the 23 counties (with exception of Collier and Franklin Counties) to establish the “Gulf Consortium” under Chapter 163, Florida Statutes. The Gulf Consortium is responsible for implementing the interests of the local political subdivisions contemplated by the RESTORE Act, for the purposes of the development of the plan for the expenditure of the oil spill restoration impact allocation (Pot #3) and to jointly serve the interests of the Consortium Members. The Okaloosa County Director for the Gulf Consortium is Commissioner David Parisot; Commissioner Kelly Windes serves as the alternate director for Okaloosa County.

2. Familiarity with RESTORE Act

Funds awarded to a coastal political subdivision shall remain in the Trust Fund until project plans are submitted. Section 1603 authorizes a local preference policy for individuals or companies that reside in, are headquartered in, or are principally engaged in business in the state where the project is being executed.

The Gulf Consortium subsequently established a committee of the eight disproportionately affected counties for the purpose of establishing an allocation method for the RESTORE Act funds. On January 18, 2013, the following allocation was adopted by the Gulf Consortium for distribution of the 75% share to the eight disproportionately affected counties:

Escambia	25.334%
Okaloosa	15.226%
Bay	15.101%
Walton	13.712%
Santa Rosa	10.497%
Franklin	8.441%
Gulf	6.743%
Wakulla	4.943%

The Okaloosa RESTORE Advisory Committee (ORAC) was recently established by the Board of County Commissioners to advise the Board on eligible programs and projects to be funded from "Pot 1."

POT #2: Gulf Coast Ecosystem Restoration Council (a.k.a. "Council")—30% of GRC Trust Fund

Section 1603 also established the Gulf Coast Ecosystem Restoration Council (GCERC) consisting of several federal and state agencies for the purpose of developing a science-based Comprehensive Plan to restore and protect natural resources. The GCERC will carry forth the strategies developed by the Gulf Coast Ecosystem Restoration Task Force that was established by Executive Order 13554 (October 5, 2010) and terminated by Executive Order 13626 (September 10, 2012). Members of the GCERC include representatives from:

- Department of the Interior
- U.S. Army
- Department of Commerce
- Department of Agriculture
- Environmental Protection Agency
- U.S. Coast Guard
- AL, LA, FL, MS, & TX; Mimi Drew is Florida's representative appointed by Gov. Scott

The RESTORE Act states that of the distributions from the Gulf Coast Restoration Trust Fund, "30% shall be disbursed to the Council to carry out the Comprehensive Plan." The plan shall prioritize projects that contribute to restoration of the impacted Gulf Coast areas regardless of geographic location.

In addition to the 30% disbursement, 50% of the interest earned each year by the GRC Trust Fund shall also "be made available to the Gulf Coast Ecosystem Restoration Council to carry out the Comprehensive Plan."

On January 29, 2013, the GCERC issued The Path Forward to Restoring the Gulf Coast: A proposed Comprehensive Plan outlining the findings and recommendations of the former Task Force and how the GCERC will build upon these strategies. The development of the Comprehensive Plan is ongoing and a draft plan for public comment is anticipated this month. The proposed Comprehensive Plan is anticipated to be issued by July 2013.

2. Familiarity with RESTORE Act

POT #3: Oil Spill Restoration Impact Allocation (a.k.a. "Consortium")—30% of GCR Trust Fund

Section 1603 requires 30% of the Gulf Coast Restoration Trust Fund be utilized by the five Gulf Coast states to undertake projects and programs to improve the ecosystems or economy of the Gulf Coast region.

The distribution is based on three factors: (1) 40% on oiled shoreline miles (2) 40% on inverse proportion of average distance from oil spill to nearest/farthest point of oiled shoreline in each state (3) 20% on 2010 census of coastal counties bordering the Gulf. For Pot #3, there is a minimum allocation of 5% to each state and projects are generally limited to 25% for infrastructure improvements. As a condition of the Pot #3 funds, each Gulf Coast state shall submit a plan that for expenditures to the GCERC that includes programs or projects consistent with criteria of Pot #1, that contribute to the ecological and economic recovery of the Gulf Coast, and is consistent with the goals and objectives of the Comprehensive Plan (developed for Pot #2). The plan will be reviewed by the GCERC and approved or disapproved within 60 days. The Florida plan shall be developed by at least one representative from each of the affected counties.

The Florida Department of Environmental Protection (FDEP) shall be the lead agency for environmental projects and the Florida Department of Economic Opportunity (FDEO) is the lead agency for economic incentives and diversification.

Disbursement of Pot #3 funds in Florida is per Section 499 of S.B. 2156. The initial plan shall include the first three years of projects. Seventy-five (75%) of the funds received by the state shall go to projects or programs within the eight disproportionately affected counties.

POT #4: GC Ecosystem Restoration Science, Observation, Monitoring, and Technology Program—2.5% of GCR Trust Fund

Section 1604 of the RESTORE Act requires 2.5% of the GCR Trust Fund shall be made available each year carry out the Gulf Coast Ecosystem Restoration Science, Observation, Monitoring, and Technology Program.

This program shall "carry out research, observation, and monitoring to support, to the maximum extent practical, the long-term sustainability of the ecosystem, fish stocks, fish habitat, and the recreational, commercial, and charter fishing industry in the Gulf of Mexico." In addition to the 2.5% distribution, Pot #4 shall also receive 25% of the interest earned each year by the GRC Trust Fund.

Expenditures of the funds may be used for marine and estuarine research, ecosystem monitoring, ocean observation, data collection, stock assessments, pilot programs for fishery data, pilot programs for reducing exploitation of spawning aggregations, and cooperative research. Administrative expenses shall not exceed 3% of the funds provided.

POT #5: Centers of Excellence Research Grants—2.5% of GCR Trust Fund

Section 1605 requires 2.5% of the GRC Trust Fund each year be made available to the Gulf Coast States in equal shares exclusively for grants to establish centers of excellence to focus only on research along the Gulf Coast.

Like Pot #4, Pot #5 shall also receive 25% of the interest earned each year by the GRC Trust Fund.

Entities will be able to submit application to the state and grants will be awarded based on expertise and focus on technologies for coastal citizens to live in a safe and sustainable manner, for coastal fisheries or wildlife ecosystem research, for safe and sustainable offshore

2. Familiarity with RESTORE Act

energy development in the Gulf of Mexico, sustainable and resilient economic and commercial development along the Gulf Coast, or for comprehensive monitoring and mapping of the Gulf of Mexico.

RESTORE Act & Okaloosa County

To ensure Okaloosa County maximizes our ability to apply resources to our highest ecological and economic priorities, it is imperative we understand the procedures for receiving funding and develop an effective execution plan.

Within the stated criteria for eligibility, Pot #1 funds for Okaloosa County will represent the most flexibility for prioritizing projects. As a result, it will behoove the County to consider other funding sources (i.e. other pots of funds) before submitting a project as part of the Multi-Year Plan under Pot#1.

Typically, the larger projects (in terms of costs and/or geographic reach) for this region identified in this process should be initially considered for funding through other sources such as the Gulf Consortium State Expenditure Plan in Pot#3.

Examples of these types of projects may include ecologically important projects to improve the water quality of Choctawhatchee Bay. In this case, our team would facilitate meetings with the Gulf Consortium's Walton County Director (Commissioner Sara Commander; alternate, Commissioner Cindy Meadows) to identify the joint-County project that is consistent with the GCERC Comprehensive Plan and to introduce the proposal to the U.S. Fish and Wildlife Service NRDA Assessment, Restoration and Implementation (Program 15.658) application process; an approval/disapproval will be provided within 60 days.

If the NRDA does not recognize the project, then the project would be submitted to the Gulf Consortium via our Okaloosa Director (Commissioner David Parisot) for consideration in the Florida State Expenditure Plan.

In the event that the joint-County project was not funded through the NRDA early restoration process or the Gulf Consortium State Expenditure Plan (Pot #3), Okaloosa County may still consider working jointly with the Walton County representatives to implement the joint-County project utilizing respective funding participation levels from Pot#1 that would need to be negotiated and approved.

3. Project Management Team

We anticipate the **Program Management Team** (see figure on next page) will provide the vast majority of consulting services under this contract. The collective skills and talents of Mr Nodjomian and Mr Lewis cover the broad range of issues introduced by the RESTORE Act. Specifically, their areas of expertise include: RESTORE Act understanding, facilitation and public engagement, strategic and master planning, professional engineering, consulting, budget development, capital investment programs, and program management.

They will personally assist the ORAC and County staff as they evaluate project submittals, provide rankings, and make prioritizations. They will inform the process with their comprehensive planning, development, and engineering expertise as well as their intimate knowledge of the County and the region. Our **Program Management Team** will assist in the writing of grants and financial requests, and will assist the ORAC in developing strong project proposals. They are extremely well versed in making presentations at the highest levels and will be the focal point for the County Administrator and the RESTORE Act Coordinator.

Because our **Program Management Team** is located in Okaloosa County, they are extremely well postured to attend County Board meetings, meetings with the County Staff, and meetings with the ORAC as necessary. Our team will be an extension of your staff and will participate in the development, review, and follow-up of all RESTORE Act issues. As both members of our Program Management Team are highly integrated in the local community (e.g., key contributors to "Six Pillars" and other Economic Development Council of Okaloosa County initiatives), they will be able to continually inform the ORAC's process.

Commitment to Program

In developing this team, Matrix carefully selected staff members with the local expertise and experience needed to address the challenges associated with this program. We also looked at each staff member's projected availability to ensure they have the capacity available to complete this program in an expedient manner. The program management team and key subject matter experts that we are proposing meet all these requirements, and will be available on day one to start the execution of the work needed to make this program a success.

The Matrix Team is also committed to meeting all schedule requirements as they apply to this program. For managing schedules, one of the first tasks undertaken is the development of a detailed project schedule during the program initiation. We use in-house scheduling software to plan and track program progress. This allows us to make any small adjustments early and therefore not delaying the overall progress of the program.

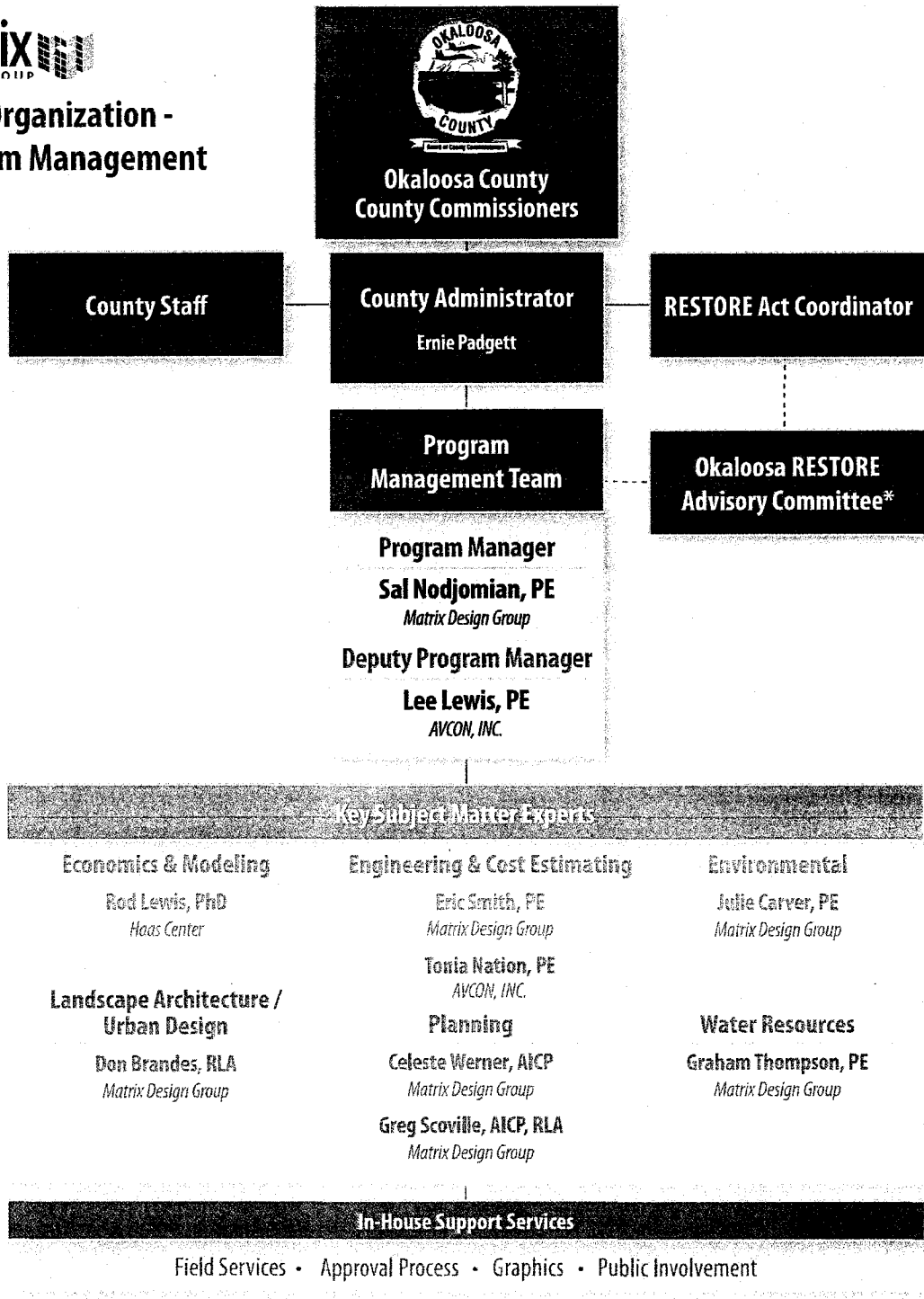
Commitment to Quality

Matrix is committed to the assurance of high quality deliverables and to exceeding our client's expectations. To ensure quality deliverables and client satisfaction on this program, our approach to quality is based upon the clear distinction and division of responsibility between the functions of quality assurance (QA) and quality control (QC). QA is the planned and systematic actions necessary to ensure that a service will satisfy the quality requirements of a contract. This is the responsibility of our Program Management Team – Sal Nodjomian, Program Manager and Lee Lewis, Deputy Program Manager. QC is the application of the techniques and activities to fulfill the requirements for quality. This is the primary responsibility of the Program Manager; however, the entire Matrix Team understands that each staff member is responsible for producing a quality product. Within the team, this approach results in superior documents and plans.

3. Project Management Team



Team Organization - Program Management



Membership* of the Okaloosa RESTORE Advisory Committee – 1 Member From Each Unless Otherwise Stated

Niceville-Valparaiso Chamber of Commerce
 Ft. Walton Beach Chamber of Commerce
 League of Cities from the City of Crestview
 League of Cities from the City of Destin
 Okaloosa County School Board

Charter Boat Association and Fishermen's Cooperative
 Tourism or Lodging Industry (selected by the Commission through open application)
 Okaloosa Economic Development Council Recommended Representative
 Environmental Community Representative (selected by the Commission through open application)
 Two (2) from the County at-large (selected by the Commission through open application)

Note: Each member of ORAC must be a resident of Okaloosa County for at least three (3) years

3. Project Management Team

**SAL M. NODJOMIAN, PE**

PROGRAM MANAGER/EXECUTIVE VICE PRESIDENT

PROFESSIONAL SUMMARY

Sal Nodjoman is the Executive Vice President and the Global Director of Federal Practices for Matrix. He has a distinguished career of sustained excellence leading diverse teams in operations; delivering community services and public works; and, developing facility and infrastructure plans and programs. He has extensive experience developing strategy and policy and working enterprise-level issues for numerous public and private agencies.

Mr. Nodjoman has served as the Principal-In-Charge on numerous large, complex, multi-discipline programs, planning efforts, and projects. He brings unique understanding to this role, with experience as Installation Commander, Mission Support Group Commander, and Base Civil Engineer. He has broad expertise facilitating visioning workshops, strategic studies, programming future-year requirements, and validating capital improvement programs. Mr. Nodjoman is recognized as a key client manager that clearly understands customer objectives and has a track record of delivering superior products and services.

RELEVANT EXPERIENCE*Program Management*

Mr. Nodjoman has extensive experience as a Program Manager and Program Director. He provided overall direction, management, and administration for the AF's worldwide construction, housing, high value operations and maintenance, and other capital investments programs valued in excess of \$1.5B annually. He led multiple stakeholders and advisory committees in developing funding strategies, analysis, and guidance and presented the results to numerous approval authorities (to include the US Congress). He is a highly qualified expert in project planning documentation, project evaluation, budget development, audits, proposal review and writing, group dynamics, and facilitation.

Visioning / Master Planning / Capital Improvements Planning

Mr. Nodjoman provided overall direction and guidance for a series of projects that shaped the future of Eglin AFB's growth and development, to include visioning workshops and Area Development Plans. He led the integration of this information into an updated Master Plan and developed a Capital Improvements Plan for DOD's largest installation. The overall purpose was sustainable land use, optimal use of resources, and the identification of requirements to meet current and future mission needs. His skills in managing multiple projects, budgets, and timeframes for diverse stakeholders will be critical in this effort.

Compatibility Planning / Joint Land Use Studies

Mr. Nodjoman, as the former Installation Commander of Eglin Air Force Base was deeply involved in the Tri-County Joint Land Use Study (JLUS), which established a framework for surrounding public and private compatible development with both the military mission and the needs of the community, supporting the military's presence and preserving the economic benefits associated with the military installation. He worked extensively with local elected officials (mayors, city councilmen, county commissioners, etc) and planning professionals representing numerous stakeholders. Sal has performed similar work for numerous other communities nation-wide.

AREAS OF EXPERTISE

Program Management
Facilitation and Public Engagement
Strategic and Master Planning
Client Relationship Management
Budget Development/Management
Design and Construction
Capital Investment Programs

EDUCATION AND TRAINING

Master of Science, National Security,
National Defense University,
Washington, DC, 2006
Master of Science, Military Operations,
Air University, Montgomery, AL, 2001
Master of Arts, Organizational
Management, George Washington Univ,
Washington DC, 1997
Master of Science, Geotechnical
Engineering, The Ohio State University,
Columbus, OH, 1994
Master of Arts: Public Administration,
Northern Michigan University,
Marquette, MI, 1992
Bachelor of Science: Civil Engineering,
University of Delaware, Newark, DE, 1988

PROFESSIONAL AFFILIATIONS

Society of American Military
Engineers (Regional Vice President,
National Board of Directors, and Fellow)
Association of Defense Communities
Professional Engineer (#0402029655, VA)
and Pursuing FL License

3. Project Management Team



VIRGIL C. "LEE" LEWIS, PE
DEPUTY PROGRAM MANAGER

PROFESSIONAL SUMMARY

Lee Lewis has 22 years of experience serving governmental agencies with effective consulting services. His entire 22-year professional career has been solely with AVCON, Inc., a commitment not frequently observed in this industry. Mr. Lewis was directly responsible for establishing the Okaloosa County AVCON office in 1998 and for the 15 years of successful project delivery that has followed. He became a Principal Partner with AVCON in 2003 and is proud to lead an outstanding staff of highly qualified professionals from our Niceville office.

His experience in engineering and planning and ranges from detailed technical specifications to big-picture strategic planning for a 20-year vision and beyond. The experience he offers ensures each project reflects an effective and economical design that considers expansion capabilities, flexibility, and maintenance costs. Although he has participated in Okaloosa County planning and infrastructure projects since 1992, he has served as the Project Manager for numerous successful projects for Okaloosa County Public Works since 2006 and for Okaloosa County Airports since 2008.

RELEVANT EXPERIENCE

Master Planning and CIP Development

Mr. Lewis has served as the AVCON Project Manager and our primary author for more than a dozen airport master plans in Florida, including Jacksonville International Airport, Cecil Field, Panama City-Bay County International Airport, Tallahassee Regional Airport, and several others. These assignments required significant public input processes involving Citizen Advisory Committees, Technical Advisory Committees, and other public presentations to solicit feedback. As the Project Manager, Mr. Lewis has hosted numerous public meetings with these committees and with regulatory agencies to ensure the 20-year vision properly accounts for various perspectives.

Engineering Design & Budgeting

Mr. Lewis has managed more than \$20 million in capital improvements in Okaloosa County over the past six years. Each project performed for the County has been completed within the construction budgets established during the design process. In many instances, AVCON has been able to complete the project with budgeted construction funds remaining—enabling the County to expand their scope of improvements prior to closing the project.

Mr. Lewis was the Project Manager for the North Apron Rehabilitation project which earned Okaloosa County the 2012 Airfield Project of the Year award from the Association of American Airport Executives—Southeast Chapter. One of his roles in the project was coordinating with state officials on behalf of the County to obtain state approval to utilize the "Crestview Mix," a new fuel-resistant asphalt mixture/process developed by AVCON. Mr. Lewis continues to coordinate with the U.S. Air Force, the FAA, and aviation officials with Florida and Alabama. He is scheduled for several technical presentations this year on the "Crestview Mix," including statewide airport conferences in both states.

AREAS OF EXPERTISE

Project Management
Asphalt/Concrete Pavement Design
Airport Planning & Design
Stormwater Engineering
Agency Permitting & Coordination
Public Participation Processes
Cost Estimating & Project Budgeting
Capital Improvement Programming
Grant Administration & Compliance

EDUCATION AND TRAINING

Bachelor of Science: Civil Engineering,
University of Florida, Gainesville, 1991

PROFESSIONAL AFFILIATIONS

Professional Engineer, FL #50619
Professional Engineer, AL #33445-E
Florida Engineering Society (FES)
Tau Beta Pi Honor Society
Society of American Military
Engineers (SAME)

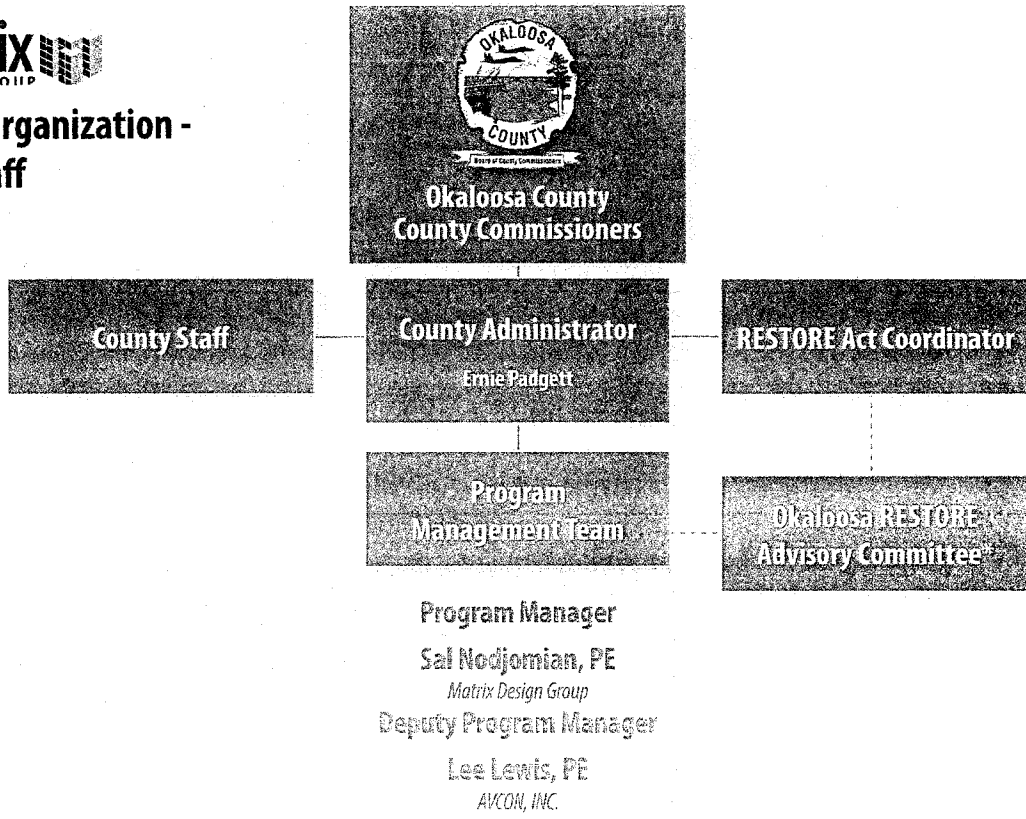
Though we anticipate the vast majority of consulting services provided to the County under this contract will be by our Program Management Team, it is vitally important to have access to Key Subject Matter Experts (SMEs). Therefore, we have assembled an outstanding team of planners, economists, engineers, environmental and water resource specialists, and landscape architects to aid the Program Management Team in the range of issues introduced by the RESTORE Act (see Team Organization chart on the following page).

Our staff is recognized for its proactive and creative approach to consulting, facilitation, and planning and development based on in-depth understanding of public interest, stakeholder input, real estate and real property analysis, and financial and technical issues. Several key SMEs are local, whereas others are easily assessable via "reach back" technologies (electronic data exchange, video-conferencing, etc) . The key SMEs will support our Program Management Team as required, and all staff have adequate available capacity to ensure we fully satisfy the County's requirements.

4. Staff Capacity



Team Organization - Key Staff



Key Subject Matter Experts

<p>Economics & Modeling</p> <p>Rod Lewis, PhD <i>Haas Center</i></p>	<p>Engineering & Cost Estimating</p> <p>Eric Smith, PE <i>Matrix Design Group</i></p> <p>Tonia Nation, PE <i>AVCON, INC.</i></p>	<p>Environmental</p> <p>Julie Carver, PE <i>Matrix Design Group</i></p>
<p>Landscape Architecture / Urban Design</p> <p>Don Brandes, RLA <i>Matrix Design Group</i></p>	<p>Planning</p> <p>Celeste Werner, AICP <i>Matrix Design Group</i></p> <p>Greg Scoville, AICP, RLA <i>Matrix Design Group</i></p>	<p>Water Resources</p> <p>Graham Thompson, PE <i>Matrix Design Group</i></p>

In-House Support Services

Field Services • Approval Process • Graphics • Public Involvement

Membership* of the Okaloosa RESTORE Advisory Committee – 1 Member From Each Unless Otherwise Stated

- | | |
|---|---|
| Niceville-Valparaiso Chamber of Commerce | Charter Boat Association and Fishermen's Cooperative |
| Ft. Walton Beach Chamber of Commerce | Tourism or Lodging Industry <i>(selected by the Commission through open application)</i> |
| League of Cities from the City of Crestview | Okaloosa Economic Development Council Recommended Representative |
| League of Cities from the City of Destin | Environmental Community Representative <i>(selected by the Commission through open application)</i> |
| Okaloosa County School Board | Two (2) from the County at-large <i>(selected by the Commission through open application)</i> |

CHRISTOPHER JERROD "ROD" LEWIS, PhD

Dr. Rod Lewis is an economist with the Haas Center at the University of West Florida. He specializes in modeling and assessing economic impact due to developmental activity.

Selected Relevant Projects

- "The Economic Impact of the Defense Industry on the Florida Economy." Principal Investigator and Project Lead. Funding Entity: The Florida Defense Support Task Force.
- "The Economic Impact of the Okaloosa County Airport System on the Regional Economy." Co-Principal Investigator and Project Lead. Funding Entity: Okaloosa County.
- "Modeling the Economic Impact of the Gulf Regional Airspace Strategic Initiative" Project Lead. Funding Entity: Science Applications International Corporation.
- "The Economics of the Eglin Tri-County Growth Management Plan." Project Lead. Funding Entity: HDR Engineering.
- "The Eglin Tri-County Small Area Studies Project – Demographic and Economic Impacts." Project Lead. Funding Entity: Matrix Design Group.
- "Industry Cluster, Subclusters and the Northwest Florida Economy" Principal Investigator and Project Lead. Funding Entity: KMK Consulting.
- "Assessing the Economic Impact of the Joint Strike Fighter on the Okaloosa County Economy." Project Lead. Funding Entity: Okaloosa County EDC.

Education

- 2006, PhD, The Florida State University, Department of Political Science
Dissertation Title: "The Price of Inertia: An Elite Replacement Model of Representation"
Major field: American Politics
Minor field: Methods (Econometrics) Committee: Robert Jackson, Chair; Charles Barrilleaux, Robert Crew and Tim Salmon (Economics).
- 2003, MS, Political Science, The Florida State University.
- 2000, BA, cum laude History and Political Science, The University of Alabama, Tuscaloosa, Alabama; President's List, Dean's List

ERIC W. SMITH, PE

Mr. Smith, a Vice President with Matrix Design Group, Inc., has a broad engineering background that includes site civil design, drainage design, transportation planning and design, traffic planning and design and construction management. He is responsible for the design, coordination, and management of municipal and private sector improvement projects, studies and reports. He provides project management and coordination for transportation, drainage, utility, capital improvement and land development projects as well as detailed master planning and analysis. In addition to his engineering background, Mr. Smith provides financial consulting services for large scale development projects, which include infrastructure master planning, financial cash flow analyses, and metropolitan district formation.

Relevant Experience*Cost/Financial Modeling*

Eric Smith has completed complex cost and financial models for several large asset development projects. These models include the breakout of offsite trunk, onsite trunk, onsite sub area trunk and onsite in-tract physical infrastructure. The cost models are used for district formation and for development economic analysis. In addition to cost modeling, Mr. Smith is very familiar with district formation and he has completed numerous financial pro forma for district service plans and project funding.

Land Planning/Site Civil Engineering

Mr. Smith has provided master planning consultation and design services for numerous commercial and residential projects including Planned Unit Developments (PUD) and single parcel projects. Prior to relocating to Colorado Springs, he was in charge of developing and overseeing a land development design practice for a mid-sized firm in Central Florida. He has provided master planning consultation and design services for numerous commercial and residential projects including PUD, Traditional Neighborhood Developments (TND), and single parcel projects.

Education

- Bachelor of Science in Civil Engineering, University of Central Florida, 1992

4. Staff Capacity

TONIA D. NATION, PE

Ms. Nation serves as the Site Development Manager for AVCON and has served as a civil engineering project manager for AVCON for over a decade. She is an Okaloosa County native and grew up in Fort Walton Beach/Destin.

Ms. Nation's career has been focused on design and permitting in Northwest Florida. She has served as the project manager for all different types of public and private projects including parks, recreation facilities, golf courses, airport projects, and private sector developments. Her project experience ranges from projects with a construction value of \$50K to \$330M. She understands the local permitting processes and works with the local permitting agencies on a daily basis to ensure the civil design and permitting is a smooth process.

Ms. Nation will serve as the AVCON representative responsible for preliminary engineering and cost estimating for the project and will complement the design team with her local project and agency knowledge. She will assist the team in developing conceptual design concepts and developing budgets for both the design and construction.

Relevant Experience

Most engineering projects require planning and budgeting to determine the feasibility of the project prior to moving into the design and permitting portion of the project. Ms. Nation's experience with airport, public works, and private development projects required her to develop plans and budgets for projects large and small. Taking a "big picture" approach to the conceptual design process, she has successfully taken projects from the planning and budgeting phase to implementation and construction. The up-front planning and budget establishment is key to obtaining the required funds to move from conceptual design into the design and permitting of phase of projects.

Professional Affiliations

- Society of American Military Engineers
- City of Crestview Chamber of Commerce
- City of Niceville Chamber of Commerce

JULIE A. CARVER, PE

Ms. Carver is a registered professional engineer with over 20 years of public and private-sector experience in the remediation of sites burdened with environmental contamination. Ms. Carver offers a broad range of experience managing multi-disciplinary, cross-function teams whose purpose is to solve logistically-complex, contaminated property redevelopment issues. Her professional experience includes the environmental due diligence assessment of soil, sediment, and groundwater contaminated with hazardous constituents and munitions and explosives of concern (MEC); remediation technology selection, remediation system design and cost estimating; regulatory agency negotiations; and remediation/construction management and oversight.

Relevant Experience

Fort Monmouth Redevelopment, NJ—Lead Environmental Consultant to the Fort Monmouth Economic Revitalization Agency responsible for the completion of a comprehensive analysis of existing conditions and development of an environmental cleanup strategy for a future mixed-use redevelopment at this 1,000 acre former military installation.

Liberty Station, San Diego, CA—Consultant to the City of San Diego Redevelopment Authority responsible for providing regulatory agency facilitation/ negotiation and financial cost modeling related to the environmental cleanup of contaminated sediments in a section of submerged land scheduled to be redeveloped as a marina.

Uptown Oakland Redevelopment, CA—Environmental consultant to Forest City in partnership with the City of Oakland responsible for the initial environmental assessment of an under-utilized, four city-block Brownfield site which was subsequently redeveloped into apartment homes, neighborhood retail and a public park.

Zero Waste Plan Development, Guam—Environmental consultant to the Government of Guam responsible for the development of a Zero Waste Plan to be implemented over a 20 year period to reduce the volume of waste being disposed via landfills on the island.

Education

- Master of Science in Environmental Science and Engineering, Colorado School of Mines, 1996
- Bachelor of Science in Geological Engineering, South Dakota School of Mines & Technology, 1986

DONALD H. BRANDES, JR., RLA, ASLA

With over 30 years of professional experience Mr. Brandes is the Director of Urban Design and Landscape Architecture for Matrix Design Group and brings local, regional and national experience in downtown redevelopment projects, highway corridor and streetscape design and landscape architecture.

Relevant Experience

Historic Arkansas Riverwalk of Pueblo, Pueblo, CO—Since 1993, Mr. Brandes has been the Principal-in-Charge for the master planning, preliminary design, final design, preparation of construction documents, and site observation for the national award winning Historic Arkansas Riverwalk of Pueblo (HARP) project. Located in the heart of downtown Pueblo and adjacent to both Santa Fe Avenue and I-25 HARP is a state and regional tourist attraction. Mr. Brandes has been involved in the public engagement process, master planning and detailed design for all facets of HARP since its inception.

Boettcher Outdoor Education Center, City of Pueblo, CO—Located at the eastern end of the Historic Arkansas Riverwalk of Pueblo (HARP), the Boettcher Outdoor Environmental & Education Center is set in a revitalized natural area along the Arkansas River that is a destination for local school children to learn experiment and experience nature. This nature park, just below the HARP weir, is the point where channel water and separated storm water converge, creating a “wet zone.” Native trees and wetlands have been re-established to attract wildlife to the area.

Education

- Master of Landscape Architecture, University of Colorado, Denver
- Bachelor of Political Science, University of Colorado, Boulder

CELESTE BOCCIERI WERNER, AICP

Over the past 26 years, Ms. Werner has developed extensive expertise and experience in the preparation of award-winning planning documents. She has a broad range of skills and brings successful technical experience, proven project and program management techniques, outstanding communication skills, consensus building, problem-solving strategies, and lessons learned. Ms. Werner is widely recognized as an excellent public facilitator and builds consensus throughout the entire project process. Her in-depth experience has involved reuse, redevelopment and land use master planning for military, public and private projects across the country. Her skills include land use / zoning, multi-modal circulation, economic development, public facilities and parks / open space. She brings to this project an extensive resume of successfully completing and implementing complex projects requiring a collaborative approach, determining realistic investment strategies to engage public and private stakeholders and the respective developer / broker community.

Community Planning

Ms. Werner has managed a number of comprehensive land planning projects throughout the U.S. These projects ranged from county and city level plans to regional plans that included multiple counties and cities. She also has managed numerous grant projects for communities. For each of these, facilitation and consensus building, promoting economic development opportunities, and ensuring the delivery of adequate public services and facilities (i.e., schools, parks, water, sewer, police, fire, etc.) were paramount. Work included the award-winning Tri County (Okaloosa, Santa Ana, Walton Counties) Small Area Study; Tri County (Okaloosa, Santa Ana, Walton Counties) Growth Management Plan; Eglin AFB Strategic Vision Plan, Bay County, Florida Joint Land Use Plan, and a number of American Planning Association award winning comprehensive plans .

Education

- Bachelor of Science, Urban Planning and Bachelor of Science, Landscape Architecture,
- Arizona State University, School of Architecture (1985)

4 Staff Capacity

GREG SCOVILLE, AICP, RLA

Mr. Scoville has served local, national, and public, quasi-public, federal, military, and private clients in his public and private sector roles for 33 years with 10 of those years in Santa Rosa and Walton counties local government. He possesses proven skills in client relations, collaboration, project and budget management and accountability, meeting deadlines and technical writing and communications. Mr. Scoville has developed and maintained professional working relationships with elected officials, government agencies at the local, state and national level, the public, and other professionals and stakeholders. He has written and administered transportation (recreation) enhancement grants which required knowledge of state and federal rules for accountability and transparency. Mr. Scoville brings a unique perspective to our team due to his extensive involvement in Northwest Florida and his understanding of local and state government.

Relevant Experience

Over his career, Mr. Scoville has directed comprehensive planning efforts and managed day-to-day planning department operations for diverse communities, guiding the development of comprehensive plans and comprehensive plan-related compliance through innovative land development regulations, capital improvements programming and budgeting. He has helped develop numerous Joint Land Use Studies (JLUS) and compatibility plans across the country which addressed sustainability of communities and military installations, seeking mutually beneficial strategies to mitigate encroachment impacts and ensure military mission and community compatibility. Locally, his projects include: Tri-County Growth Management Plan; Eglin JLUS; Tri-County JLUS Implementation; Eglin AFB Urban Forestry Plan; and, DeFuniak Springs Comprehensive Plan.

As a representative to the Technical Committee of the OW-TPO, he understands Okaloosa County's transportation issues. As planning director for a local government, Mr. Scoville directed the process for seven large-scale land use amendments for a number of land development proposals, managed the process for a large parcel annexation, and directed the comprehensive plan update.

Education

- Bachelor of Landscape Architecture, Minor, Environmental Studies, University of Florida, College of Design, Construction and Planning (1980)

GRAHAM W. THOMPSON, PE, PSC

Graham Thompson, PE, brings more than 18 years of experience to the water resources team at Matrix Design Group, Inc. with responsibilities in personnel and project management, planning, modeling, design, and regulatory compliance. He has completed numerous watershed and stream corridor planning projects, including the high-profile U.S. Army Corps of Engineers Fountain Creek Watershed Study, and the Fountain Creek Corridor Restoration Master Plan. Graham has led the design and construction of stream restoration, stormwater infrastructure, and wastewater infrastructure projects for federal, municipal, and industrial clients. Graham is a professional engineer and a professional soil classifier. He holds a Master of Science in Environmental Engineering from New Mexico State University. He also has advanced training in applied river morphology and river restoration.

Relevant Experience

U.S. Air Force Academy Wastewater Treatment Facility

Optimization Study, Colorado Springs, CO— Project Manager responsible for the analysis of biological nutrient removal processes at the 2.2 MGD Academy wastewater treatment facility to improve effluent quality and meet short and long term goals.

Colorado Springs Utilities SDS Fountain Creek

Realignment, Colorado Springs, CO — Project Manager responsible for a unique design to implement natural channel design techniques such as restoring the bankfull channel, connecting the bankfull channel to the adjacent floodplain, utilizing vegetation and biodegradable materials for stabilization, and using mild-sloping riffle structures to provide grade control.

Stormwater Management Assessment and Standards

Development, Colorado Springs, CO — Project Manager responsible for completing a comprehensive assessment of the City's stormwater policies and practices and revising appropriate documents to provide an integrated, "water wise" approach that is technically sound, cost effective and practical to implement with results in more sustainable stormwater systems.

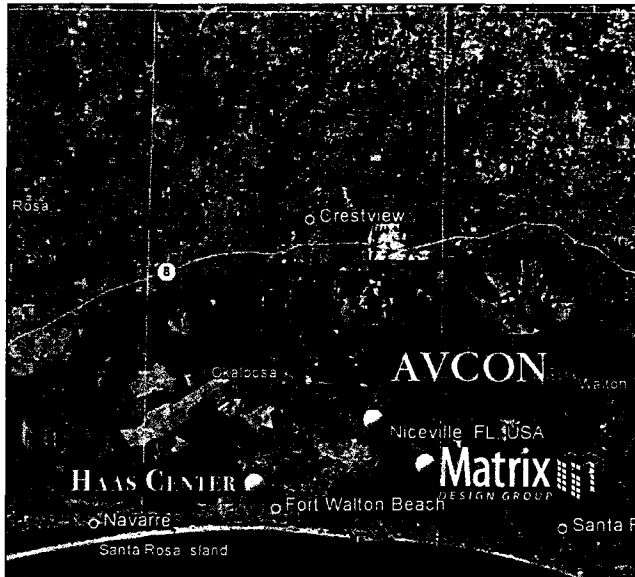
Education

- MS, Environmental Engineering, New Mexico State University, 2000
- BS, Agronomy - Soil Science, University of Arkansas, 1994

5. Geographic Locations

The Matrix Team is located entirely within Okaloosa County, within close proximity of the many unique natural resources and ecological systems for which our County is widely known. The project management team for this effort resides in Okaloosa County and nearly all work under this assignment will be performed in this community. Our staff and our families reside here, work here, and play here. We recognize the full restoration of our natural resources and the recovery of our local economy are goals of vital importance for this community.

Our close location to the various County offices will facilitate responsive services to County staff and the ORAC throughout the RESTORE process. Because we are strategically located for this work, we do not request reimbursement for local area travel regardless of the number of meetings we attend. The Matrix Team will attend County Board meetings, meetings with the County Staff, and meetings with the ORAC as necessary—even on short notice—with no mileage reimbursement burden for the County.



Matrix Design Group, Inc.

4591 Highway 20 East, Suite 202C

Niceville, FL 32578

(850) 333-3102



AVCON, INC.

320 Bayshore Drive, Suite A

Niceville, FL 32578

(850) 678-0050



Haas Center

University of West Florida

Ft. Walton Beach Campus

Building 2, Suite 250

1170 Martin Luther King, Jr. Blvd

Ft. Walton Beach, FL 32547

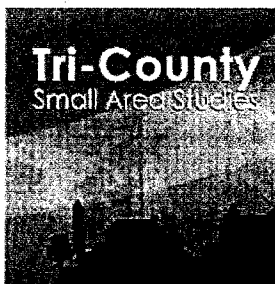
(850) 863-6522

Please see next page.

6. Projects of Similar Nature

The Matrix team has performed an extensive amount of work similar to what will be required under RESTORE Act consulting. As outlined in Section 2, we have significant experience in comprehensive public outreach and facilitation of stakeholder input. Several of the highly successful projects summarized in this section are direct results of this hands-on approach to program management. Projects in this section also capture our capabilities in visioning, strategic planning, master planning, development authorities, grant applications, and financial modeling; these elements will be vital important through the RESTORE Act process. More than half of these projects display our ability to produce exceptional local work and collaborate with many of the same community participants we will under RESTORE Act consulting.

The projects also capture a wide variety of technical expertise, to include transportation systems, water resources, environmental assessments, waterfront development, etc. Most importantly, every project met or exceeded client expectations because of our ability to collect critical input from the myriad of vested interests, generate strategies that maximize overall value, and execute that plan / design. Our vast array of experiences, captured briefly in these few projects, will provide the County and the ORAC invaluable understanding of the types of projects / proposals they can expect to review. Our technical expertise, RESTORE Act knowledge, and thorough understanding of Okaloosa County requirements and procedures, will result in outstanding consulting services to the County.



TRI COUNTY (OKALOOSA, SANTA ROSA, WALTON) SMALL AREA STUDY

To limit encroachment generated by both military and civilian uses, the Eglin Joint Land Use Study (JLUS) was prepared in 2009. A key recommendation of the JLUS identified the preparation of the Tri-County Small Area Studies (SAS). The SAS focused on the geographic area within the Military Influence Planning Area III (MIPA III), which includes the Eglin AFB low level approach and departure and cruise missile corridors as well as the defined 0.5 to 1.0 mile buffer area around the perimeter of the base within portions of Okaloosa, Santa Rosa, and Walton counties on the northern side of the Eglin Reservation. The SAS evaluated compatible land use and zoning within the study area and prepared tailored comprehensive plan policies and regulatory recommendations for 7 jurisdictions. A major part of the development of the SAS was a collaborative approach among all stakeholders and a comprehensive public outreach program.



EGLIN AFB STRATEGIC VISION PLAN

Eglin Air Force Base (AFB) requested the assistance of the Matrix Design Group to develop a strategic plan that implements their long-term vision by Fiscal Year (FY) 2035. This comprehensive plan is a 25-year strategy to support the installation's current missions, new missions targeted for the Eglin Military Complex, and future capability to accommodate critical national missions and programs. The varied range of testing, training, and operational activities must co-exist with the surrounding land uses, communities, and environment.

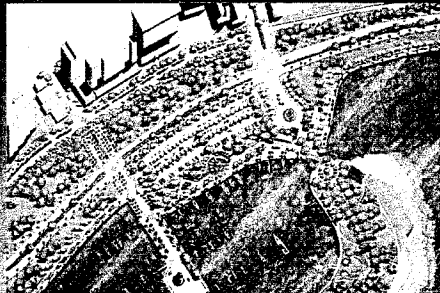
The strategic plan serves as the framework and blueprint that guides the implementation of Eglin AFB's vision to enhance and sustain Eglin AFB as a premier installation and to be recognized as a National Asset for Joint Research, Development, Test and Evaluation (RDTE) and Training.

6. Projects of Similar Nature



TRI-COUNTY (OKALOOSA, SANTA ROSA, WALTON) GROWTH MANAGEMENT PLAN – FL

With the selection of Eglin Air Force Base to host the new F-35 Joint Strike Fighter Integrated Training Center and the relocation of the 7th Special Forces Group (Airborne) from Fort Bragg, NC, the influx of personnel will create an impact on the Tri-County region in terms of housing, roads / transportation, public utilities and services, education, public safety, and land use. The Growth Management Plan was designed to provide a coordinated approach among the regional jurisdictions to meet the challenges of this expansion not only for residents but to accommodate both military and civilian personnel relocating to the area.



SARASOTA BAYFRONT & MARINA MASTER PLAN

Located on Sarasota Bay, the City of Sarasota's waterfront has historically provided the civic identity for this waterfront community. The master plan proposed by Matrix focused on connecting the downtown area to the waterfront by removing the barrier created in the 1950's by a state highway relocation, improvement, and widening project. The design created a waterfront esplanade and a series of activity spaces oriented towards a range of public uses on the waterfront. Matrix

provided all planning and design services, including master planning, design development, construction administration, and construction.



LITTLE SUGAR CREEK MASTER PLAN

The Little Sugar Creek Master Plan focused on research, needs assessment, project programming, conceptual development, master planning and public outreach throughout the Master Plan process. A team of local engineers and designers were involved in the greenway planning, urban design, hydrologic planning and infrastructure planning - all components of the Master Plan to be phased over time. Matrix was the land consultant for the project.





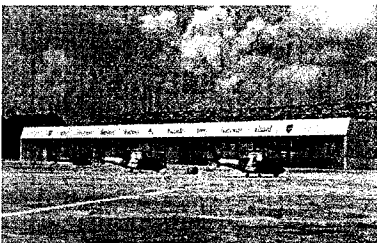
TANGERINE BAY AT LONGBOAT KEY

Located on the southern tip of prestigious Longboat Key, this 30-acre project boasts panoramic views across Sarasota Bay to the night lights of downtown Sarasota. The site plan included a 90 luxury condominium complex surrounding a common amenity area. Keystone grottos with orchid plantings introduce the entrance. The centerpiece of the project is a 4,800 square foot fantasy pool amid a tropical landscape setting. Matrix was responsible for overall project design, imaging, and site construction drawings.



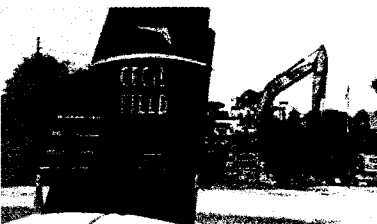
TAXIWAY A WIDENING & STORMWATER MASTER PLAN

Okaloosa County selected AVCON, Inc. to perform the design, permitting, and construction phase services for the project which permitted the treatment/attenuation of existing impervious improvements, pavement proposed in the Taxiway A Widening improvements, and future impervious improvements. This project provides centralized stormwater treatment and attenuation via four dry retention ponds strategically located throughout the airport. This reduces Environmental Resource Permit (ERP) coordination through the Northwest Florida Water Management District by approximately three months, reducing overall stormwater management development cost for future development. This project (stormwater) is one of the second largest in the United States. The ERP was held for 18 months, and the project was completed in 2011.

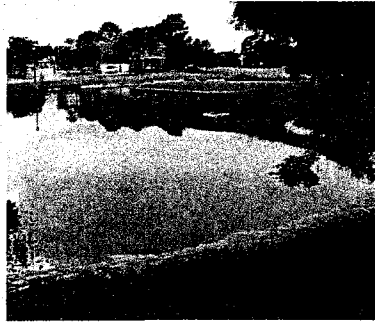


AIRPORT MASTER PLAN UPDATE

AVCON was responsible for the preparation of the Airport Master Plan Update for Cecil Field Airport. As a decommissioned military base, the aviation forecasts and facility requirements were atypical due to the large number of military and governmental activities on the airport. AVCON was responsible for the completion of the inventory, aviation forecasts, planning alternatives, environmental analyses and development of the 20-year airport capital improvement program (CIP). AVCON hosted numerous coordination meetings with the public and with airport management staff to maximize public participation in the process. Planning analyses included recommended alternatives to constrained land features to mitigate impacts to surrounding wetland areas and other limitations. Planning components included all facility requirements and a Master CIP, which became the foundation for the ultimate airport development and build-out.



6. Projects of Similar Nature



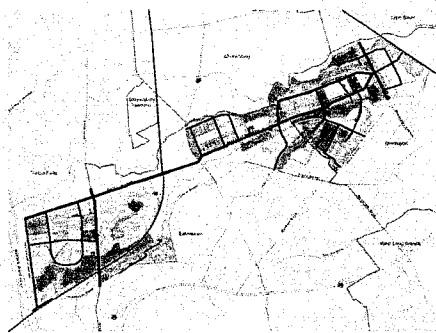
LAKE LORRAINE DRAINAGE ASSESSMENT

AVCON was contracted by Okaloosa County Public Works to evaluate factors contributing to localized flooding in the Lake Lorraine subdivision adjacent to Shalimar Pointe golf course. The existing collection system serves a large drainage basin and outfalls to Choctawhatchee Bay. AVCON developed and validated the stormwater model for the basin. Several proposed modifications were individually analyzed to determine their respective impact on the system.



FORT McPHERSON BUSINESS PLAN

Matrix conducted an inventory and analysis of the property, market and economic analysis of existing and projected regional conditions, and the establishment of planning parameters, LRA goals and objectives, and future vision for this 488-acre urban site located southwest of downtown Atlanta. Continuing with its relationship with the MPLRA, Matrix assisted with the preparation of the Operating Plan for Fort McPherson. While environmental cleanup issues are minimal, understanding the significant infrastructure issues required to support the proposed intensive urban mixed-use complex is critical to the development of the cost model and redevelopment strategy for this property. Matrix was also commissioned to conduct a variety of more detailed studies based on the approved master plan and the availability of data from Garrison resources. This study will served the needs of the subsequent operation and business plan for the ultimate negotiation with the Army for transfer of the property. Studies, which included infrastructure and building assessments, GIS Cost Modeling, Image Enhancement and Design Guidelines and Environmental Consulting Services.



FORT MONMOUTH BUSINESS PLAN,

Matrix prepared the Economic Development Conveyance (EDC) Application. Since the site is located within three separate towns with different demographics and goals, and the EDA will become the developer, there was significant coordination with a number of public agencies. This 1100+ acre site in a densely populated area just one hour from Manhattan is targeted for redevelopment once the transfer is complete. Matrix has been assisting with this transition throughout this base realignment and closure, providing engineering assessments and business and operations planning services. As part of the engineering assessment, Matrix helped determine the viability for existing buildings, streets and utilities, and best approaches and cost modeling for proposed upgrades or replacement.

LIST OF REFERENCES

Refer to Proposal Specification

NAME OF CUSTOMER	<u>Okaloosa County, Florida</u>
ADDRESS	<u>1804 Lewis Turner Boulevard, Fort Walton Beach, FL 32547</u>
PHONE NUMBER	<u>850-609-3014</u>
PERSON TO CONTACT	<u>Mr. Ken Little, Military Sustainability Partnership Coordinator</u>

NAME OF CUSTOMER	<u>Forest City Enterprises, Denver CO</u>
ADDRESS	<u>7351 East 29th Avenue, Denver CO 80238</u>
PHONE NUMBER	<u>303-324-3612 (mobile), 303-382-1800 (office)</u>
PERSON TO CONTACT	<u>Mr. James (Jim) Chrisman</u>

NAME OF CUSTOMER	<u>McClellan Development Authority (MDA) Calhoun County AL</u>
ADDRESS	<u>1702 Noble Street, Suite 103, Anniston, AL 36201</u>
PHONE NUMBER	<u>256-231-1744 (mobile), 256-241-2800 (office)</u>
PERSON TO CONTACT	<u>Mr. Ken Joiner</u>

NAME OF CUSTOMER	<u>Cascade County</u>
ADDRESS	<u>5900 Western Drive, Great Falls, MT 59404</u>
PHONE NUMBER	<u>406-868-8397 (mobile), 406-454-6815 (office)</u>
PERSON TO CONTACT	<u>Commissioner Joe Briggs</u>

NAME OF CUSTOMER	<u>Panama City-Bay County Airport & Industrial District</u>
ADDRESS	<u>8717 North Lagoon Drive, Panama City, Florida 32408</u>
PHONE NUMBER	<u>850-234-2226</u>
PERSON TO CONTACT	<u>State Representative Jimmy T. Patronis, Jr., Former Airport Board Member</u>

Please see next page.

SERVICES:

- Program Management
- Infrastructure Master Planning
- Compatibility Planning
- Community & Military Planning
- Environmental Engineering & Remediation
- Project Cost & Financial Modeling
- Land Development
- Landscape Architecture & Urban Design
- Water Resources Planning & Design
- Utility Planning & Design
- Transportation Engineering & Planning
- Roadway & Bridge Design
- Construction Management
- Geographic Information Services
- Survey



Many Dimensions – One Goal: Problem Solved

Matrix Design Group is an award-winning interdisciplinary firm providing professional engineering, consulting, environmental, planning and program management for both the public and private sectors. Matrix brings specialized expertise assisting with major asset redevelopment planning and property transfers between the Federal government and local redevelopment authorities. The staff

is recognized for its proactive and creative approach to planning and development based on our in-depth understanding of critical real estate, financial and technical issues that are often the keys to a successful project.

A Solutions-Driven Approach Based on Technical Expertise

Our specialized expertise in major asset redevelopment is supplemented by our state-of-the-art technical skills in infrastructure engineering and environmental consulting. We understand what is required to get a project built. Our project managers act as our clients' partners, focused on solving the problem at hand. We draw from these in-house capabilities to provide an integrated and comprehensive approach to each project, resulting in solutions that seamlessly translate to real world success.

Celebrating our 15th anniversary with ten offices across the U.S., Matrix facilitates the project development process by utilizing the broad network of relationships we have built with numerous agencies and stakeholders—all for the benefit of our clients and helping them meet their goals.

591 Highway 20 East, Suite 202C • Niceville, FL 32578 • (850) 333-3102

Denver | Colorado Springs | Niceville, FL | Phoenix
Atlanta | Washington D.C. | Sacramento | Anniston, AL | Parsons, KS | Pueblo, CO

8. Firm Overview and Required Information



AVCON is a trusted full-service engineering and planning firm specializing in stormwater, transportation, and utility infrastructure improvement projects in Florida. Celebrating 25 years of service, AVCON has successfully served a wide variety of local governmental agencies with dependable, high-quality, and timely professional consulting services. AVCON has earned a reputation for quality designs, expert knowledge of federal, state, & local regulations, and responsive client service.

Our staff of nearly 50 professionals brings Okaloosa County decades of successful general consulting experience and project management. AVCON has established itself as a leading engineering firm in Florida and in Okaloosa County through our effective planning, design, cost estimating, construction management, and financial programming services. We can address essentially every type of infrastructure improvement project, including projects ranging from stormwater master plans and condition assessments to the design of roads, utilities, and drainage improvements. In addition to our airport expertise, we also provide outstanding specialty services related to mechanical, plumbing, electrical, and structural engineering. We pride ourselves on delivering innovative and practical planning and design solutions. These solutions blend both economic and technological elements to provide an effective approach to all of our projects, typically translating into financial and time savings for our clients.

AVCON was established in Orlando in 1988 and opened our Okaloosa County office in Niceville in March 1998. Our local staff in Okaloosa County includes four professional engineers (P.E.) with thorough knowledge of the County's objectives, policies, and resources. Since 2007, we have successfully managed the design and construction administration of more than \$20 million in stormwater, pavement, facility, and utility improvements within the County. Our recent efforts

AVCON SUMMARY

- Personnel: 48
- Operations: 25 years
- Established: May 1988
- Offices: Orlando (1988)
Niceville (1998)
Charlotte, NC (2002)
- Principals: Sandeep Singh, P.E., President
Virgil C. "Lee" Lewis, P.E.
James A. Kriss, P.E.
Richard V. Baldocchi, P.E.

include the first Phase II (wetlands) Environmental Resource Permit (ERP) and second largest Phase I (stormwater) ERP issued by the Northwest Florida Water Management District's Crestview office.

Our progressive approach to projects has not only helped the County best utilize its investments to stimulate our local economy, but enabled Okaloosa County to receive the 2012 Project of the Year award from the Association of American Airport Executives, Southeast Chapter in Savannah, GA last May. The award recognized our innovative—and unprecedented—

design work associated with the North Apron Rehabilitation project at Bob Sikes Airport.

AVCON is a closely held Subchapter S Corporation in the State of Florida and is certified by the Florida Board of Professional Engineers

to perform engineering services (Certificate of Authorization License #5057). We are certified as a Disadvantaged Business Enterprise (DBE) and a Minority Business Enterprise (MBE) by the State of Florida. AVCON is currently pre-qualified by the Florida Department of Transportation in 16 different planning and design work areas.



Is authorized under the provisions of Chapter 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer registered under Chapter 471, Florida Statutes.
 Certificate of Authorization
 EXPIRATION: 2/28/2013 CA. LIC. NO: 6057
 AUDIT NO: 228201300633 6057

COMPANY DATA

Physical Address & Phone #: 4591 Highway 20 East, Suites 202 C
Niceville, FL, 32578
850.333.3102

Proposer's Company Name: Matrix Design Group, Inc.

Physical Address: 4591 Highway 20 East,
Suites 202 C
Niceville, FL, 32578

Contact Person (Typed-Printed): Sal Nodjomian

Phone #: 850.333.3102

Cell #: 850.333.3102

Federal ID or SS #: 84-1515767

Proposer's License #: (#0402029655, VA)

Fax #: 719.575.0208

Emergency #'s After House,
Weekends & Holidays: 850.333.3102

8. Firm Overview and Required Information

ADDENDUM ACKNOWLEDGEMENT

The proposer acknowledges that he/she has received the following addendum:

ADDENDUM NO. <u>1</u>	DATED <u>April 1, 2013</u>
ADDENDUM NO. <u>2</u>	DATED <u>April 1, 2013</u>
ADDENDUM NO. <u>3</u>	DATED <u>April 11, 2013</u>
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____

Bidder Firm Name: Matrix Design Group, Inc.

Address: 4591 Highway 20 East, Suites 202 C
Niceville, FL, 32578

Title: Sal Nodjomian, PE, Executive Vice President

Phone #: 850.333.3102

FAX No.: 719.575.0208

8. Firm Overview and Required Information

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO X

NAME(S)

POSITION(S)

FIRM NAME: Matrix Design Group, Inc.

BY (PRINTED): Sal Nodjomian, PE

BY (SIGNATURE):  _____

TITLE: Executive Vice President

ADDRESS: 4591 Highway 20 East, Suite 202C

Niceville, FL 32578

PHONE NO. 850.333.3102

E-MAIL sal_nodjomian@matrixdesigngroup.com

8. Firm Overview and Required Information

DRUG-FREE WORKPLACE CERTIFICATION

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

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

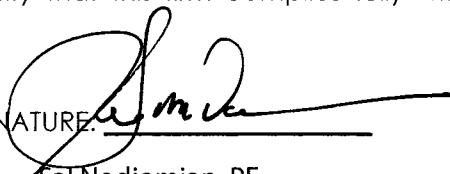
As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: April 8, 2013

COMPANY: Matrix Design Group, Inc.

ADDRESS: 4591 Highway 20 East
Suite 202C
Niceville, FL 32578

PHONE NO.: 850.333.3102

SIGNATURE: 

NAME: Sal Nodjomian, PE
 (Typed or Printed)

TITLE: Executive Vice President

E-MAIL: sal_nodjomian@matrixdesigngroup.com

LIST OF REPRESENTATIVES

CONTRACT ADMINISTRATOR:

Jack Allen, Manager Purchasing Services
Okaloosa County Purchasing
602-C North Pearl St.
Crestview FL 32536
850-689-5960 / 850-689-5998 (F)

CONTRACTOR'S REPRESENTATIVE:

Sal Nodjomian, PE

Executive Vice President

4591 Highway 20 East, Suite 202C

Niceville, FL 32578

850.333.3102

8. Firm Overview and Required Information

LIST OF SUBCONTRACTORS

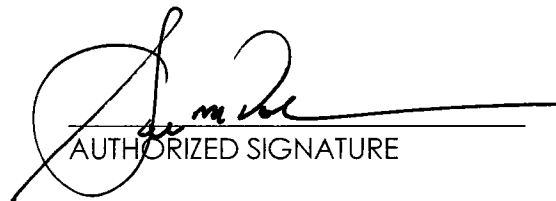
The PROPOSER expressly agrees that:

1. If awarded the contract as a result of the proposal, the subcontractors used in the execution of the work will be those listed below.
2. The following list includes all subcontractors who will perform work on this project.
3. The subcontractors listed below are financially responsible and are qualified to do the work required.
4. Use of any of the subcontractors is subject to the approval of the County and Engineer.

CATEGORY	NAME OF SUBCONTRACTOR	ADDRESS
Deputy Program Management, Civil Engineering	Avcon, INC.	320 Bayshore Drive, Suite A Niceville, FL 32578
Economic Analysis	Haas Center	Bldg. 2, Suite 250 1170 Martin LutherKing Junior Blvd. Fort Walton Beach, FL 32547

Sal Nodjomian, PE

 CONTRACTOR'S NAME



Executive Vice President

 TITLE

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local proposers? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES _____

NO _____

Matrix Design Group, Inc.
Bidder's Company Name


Authorized Signature – Manual

sal_nodjoman@matrixdesigngroup.com
E-Mail

Sal Nodjoman, PE, Executive Vice President
Authorized Signature – Typed

8. Firm Overview and Required Information

INDEMNIFICATION AND HOLD HARMLESS

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

Matrix Design Group, Inc.
Bidder's Company Name

4591 Highway 20 East, Suite 202C, Niceville, FL 32578
Physical Address

4591 Highway 20 East, Suite 202C, Niceville, FL 32578
Mailing Address

850.333.3102
Phone Number

850.333.3102
Cellular Number

April 18, 2013
DATE

Sal Nodjomian, PE
Authorized Signature – Manual 

Authorized Signature – Typed

Executive Vice President
Title

719.575.0208
FAX Number

850.333.3102
After-Hours Number(s)

**PROPOSER SHEET
RESTORE ACT
FOR OKALOOSA COUNTY**

PROPOSAL DUE: APRIL 19, 2013 @ 4:00 P.M.

PROPOSER	RECEIVED
MATRIX DESIGN GROUP	04-18-2013
GUARDIAN COMMUNITY RESOURCE MGMT	04-18-2013
ENVIROMENTAL CONSULTING & TECHNOLOGY	04-19-2013
ARCADIS	04-19-2013
MW CONSULTING/CSA OCEAN SCIENCES	04-19-2013
PREBLE-RISH INC.	04-19-2013
CH2MHILL	04-19-2013
WRS COMPASS	04-19-2013
GULF RESTORATION PARTNERS	04-19-2013

RESTORE ACT MANAGEMENT CONSULTING SERVICES SUMMARY RANKING SHEET RFP# BCC 19-13

Committee Member	ARCADIS	CH2M HILL	ENVIRONMENTAL CONSULTING & TECHNOLOGY	GUARDIAN COMMUNITY RESOURCE MGMT	GULF RESTORATION PARTNERS	MATRIX DESIGN GROUP	MW CONSULTING/CSA OCEAN SCIENCES	PREBLE-RISH, INC.	TETRA TECH	WRS COMPASS
JOHN HOFSTAD	86	89	73	62	84	92	68	85	95	80
ELLIOT KAMPERT	82	90	82	59	95	90	70	60	95	70
DAN O'BYRNE	95	92	89	80	93	92	86	90	95	90
ERNIE PADGET										
DAVE PARISOT	80	77	44	50	57	98	86	-0-	97	-0-
GARY STANFORD	78	96	60	55	69	78	66	70	90	60
TOTAL POINTS	421	444	348	306	398	450	376	311	472	300

ER3

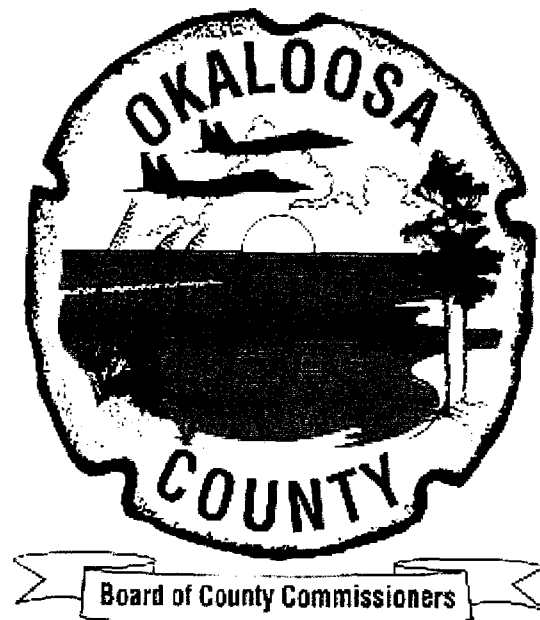
-0- Non responsive / Con. Parisot (4) (3) (1) (9) (5) (2) (6) (8) (1) (10)

Prepared by: Jack Allen

5/22/13
DATE

SIGNATURE: 

**REQUEST FOR PROPOSALS
FOR
RESTORE ACT MANAGEMENT CONSULTING
SERVICES FOR THE OKALOOSA COUNTY BOARD
OF COUNTY COMMISSIONERS**



RFP #: BCC 19-13

RFP DUE: APRIL 19, 2013 @ 4:00 P.M.

**THE INTENT OF THIS RFP IS TO OBTAIN PROPOSALS TO PROVIDE ASSISTANCE WITH RESTORE
ACT FUNDING AND PROJECT MANAGEMENT CONSULTING SERVICES**

NOTICE TO BIDDERS
ADDENDUM #1

RESTORE ACT MANAGEMENT CONSULTING SERVICES
FOR THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

RFP #: #BCC 19-13

The Okaloosa County Board of County Commissioners is submitting the following changes on Specifications **#BCC 19-13**.

Page #5, Item #10 – ~~“All proposals must list an annual fee (see Bid Sheet) and a Summary of your fee schedule (hourly rates).”~~ “Fees will be negotiated with the highest ranked firm.”

NOTICE TO BIDDERS
ADDENDUM #2

The Okaloosa County Board of County Commissioners is submitting the following changes on Specifications **#BCC 19-13**.

Page 28, Ranking Sheet - ~~“Cost (10 pts).”~~ “Familiarity with Restore Act” **(10 pts)**.

ADDENDUM #3
RESTORE ACT MANAGEMENT CONSULTING SERVICES
FOR THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Proposers must identify the number of trips allowed under the resulting agreement. ~~and outline costs for additional trips if required.~~

6. Demonstrate a keen understanding of RESTORE Act planning and implementation criteria as stated above under Purpose, demonstrate an understanding of County priorities, policy objectives, project merits, and supporting data.
7. Investigate all sources of funds related to the Deepwater Horizon oil spill, whether civil fines or criminal penalties, and the processes for application for funding and disbursements (Detail your familiarity of eligible funding sources).
8. Assist the County on the development of its Multi-Year Plan. The County will appoint a committee (ORAC) to evaluate and prioritize projects. The consultant will work closely with this committee to develop strong proposals. Planning will include assistance with the development of formats for project submission and evaluation. **(Address how you will handle this in your proposal).**
9. Manage the Process: The selected consultant may be required to represent the County when the County Multi-Year Plan is presented to the Federal agency(ies) and potentially other agencies who must approve or coordinate on the Multi-Year Plan. **(Please address this in your proposal).**
10. Cost/Budget: ~~All proposals must list an annual fee (See Bid Sheet) and a summary of your fee schedule (Hourly rates).~~ "Fees will be negotiated with the highest ranked firm."
11. Each proposer must disclose whether they have contracted with or have submitted proposals to contract with any other Florida counties on RESTORE Act issues. **(Please list each individual county and whether you have been selected for a contract or whether there is a proposal submitted).**
12. Term: The County will enter into a one (1) year contract with the successful consultant. The County will reserve the right to cancel with sixty (60) day advance notice for failure to provide successful results, or in the event funding is exhausted and services are no longer required. The contract may be renewed for two (2) additional one (1) year periods if agreed to by both parties.
13. The successful consultant will be qualified in multiple disciplines (engineering, environmental, economic, etc.) and must work at the direction of the County Administrator or RESTORE Act Coordinator in the development of the Multi-Year Plan (5 years minimum), and assist the RESTORE Act Coordinator and the ORAC in their evaluation process when projects begin the critiquing process.

**REQUEST FOR PROPOSALS TO PROVIDE
MANAGEMENT CONSULTING SERVICES RELATED TO RESTORE ACT
FUNDING AND PROJECTS**

The Okaloosa County Board of County Commissioners, under the provisions of Section 287.055, Florida Statutes, and Board policy request professional firms to provide Management Consulting Services Related to Restore Act Funding and Projects.

Firms desiring consideration should provide an original and six (6) copies of their proposal. Copies of the RFP may be obtained from the Okaloosa County Purchasing Department, 850-689-5960, or by downloading them from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m., (CST) April 19, 2013 in order to be considered.**

All proposals must be in sealed envelopes reflecting on the outside **"Proposal to provide Management Consulting Services Related to Restore Act Funding and Projects."**

Okaloosa County Purchasing Department
Attn: Richard Brannon
602-C North Pearl St.
Crestview FL 32536

//Signed//
Richard L. Brannon
Purchasing Director

03/22/2013
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don Amunds
Chairman

SECTION 1 – PURPOSE

The purpose of this Request for Proposal is to enter into a contract with a consulting firm to provide assistance to the Okaloosa County Board of County Commissioners (the County) related to developing the Multi-Year Plan required by the RESTORE Act to include milestones, projected completion of each activity, and a mechanism to evaluate the success of each activity in helping to restore and protect the Gulf Coast region impacted by the Deepwater Horizon oil spill. Such Multi-Year Plan must include the following factors (per the RESTORE Act):

1. Agree to meet such conditions, including auditing requirements, as the secretary of the Treasury determines necessary to ensure that amounts dispersed from the Trust Fund will be used in accordance with the RESTORE Act.
2. Certify in such form and manner the Secretary of the Treasury determines necessary that the project or program for which the County is requesting funds will meet one or more of the following criteria:
 - a. Is designed to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, or economy of the Gulf Coast;
 - b. Carries out one or more of the activities described in clauses (i) and (ii) of subparagraph B of the RESTORE Act as follows:
 - 1) Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and natural resources, ecosystems, fisheries, marine & wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region;
 - 2) Mitigation of damage to fish, wildlife, and natural resources;
 - 3) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring;
 - 4) Workforce development and job creation;
 - 5) Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill;
 - 6) Infrastructure projects benefiting the economy or ecological resources;
 - 7) Coastal flood protection and related infrastructure;
 - 8) Planning assistance;
 - 9) Administrative costs of complying with this subsection;
 - 10) Activities to promote tourism and seafood in the Gulf Coast Region, i.e., promotion of tourism to include recreational fishing and/or

promotion of the consumption of seafood harvested from the Gulf Coast Region.

3. Was selected based on the meaningful input from the public, including broad-based participation from individuals, businesses, and nonprofit organizations.
4. In the case of a natural resource protection or restoration project, is based on the best available science.
5. In addition, the project or program and the awarding of a contract for the expenditure of amounts received from the RESTORE Act are consistent with the standard procurement rules, applicable competitive bidding and audit requirements.

The County Multi-Year Plan should also address procedures for funds flow and accountability to include receipt and disbursement of funds, documentation of expenditures, compliance with audits, and compliance with U. S. Dept. of Treasury criteria.

The selected consultant will report to the County Administrator and work closely with the County's RESTORE Act Coordinator and with the Okaloosa RESTORE Advisory Committee (ORAC) in developing the Multi-Year Plan. The County is in process of creating the ORAC which will consist of citizen members empanelled by the Board of County Commissioners to assist with the development of the Multi-Year Plan. The ORAC will strive to evaluate project submittals, provide rankings or prioritizations, and make recommendations to the Board for project submission to U. S. Treasury. The consultant may continue throughout the ORAC's evaluation of projects to facilitate the process and to ensure consistency in their application of the Board's approved plan.

The select consultant shall:

1. Establish and maintain contact with Federal agencies as necessary to ensure Federal rules and guidelines listed in the RESTORE Act of 2012 are used in developing the Multi-Year Plan.
2. Provide weekly written progress reports to the County Administrator and the County RESTORE Act Coordinator outlining activities performed and pending issues that may require action by the Board of County Commissioners, or that impact the County and its funding posture with regard to the Deepwater Horizon oil spill.
3. Attend County Board meetings as necessary to provide information to the Board.
4. Attend meetings with County Staff and ORAC as necessary for development of the Multi-Year Plan.
5. Travel to Okaloosa County as necessary to meet with staff and the Board and the ORAC in the development, review, and follow-up of Deepwater Horizon oil spill and RESTORE Act issues.

Proposers must identify the number of trips allowed under the resulting agreement and outline costs for additional trips if required.

6. Demonstrate a keen understanding of RESTORE Act planning and implementation criteria as stated above under Purpose, demonstrate an understanding of County priorities, policy objectives, project merits, and supporting data.
7. Investigate all sources of funds related to the Deepwater Horizon oil spill, whether civil fines or criminal penalties, and the processes for application for funding and disbursements (Detail your familiarity of eligible funding sources).
8. Assist the County on the development of its Multi-Year Plan. The County will appoint a committee (ORAC) to evaluate and prioritize projects. The consultant will work closely with this committee to develop strong proposals. Planning will include assistance with the development of formats for project submission and evaluation. **(Address how you will handle this in your proposal).**
9. Manage the Process: The selected consultant may be required to represent the County when the County Multi-Year Plan is presented to the Federal agency(ies) and potentially other agencies who must approve or coordinate on the Multi-Year Plan. **(Please address this in your proposal).**
10. Cost/Budget: All proposals must list an annual fee **(See Bid Sheet)** and a summary of your fee schedule **(Hourly rates).**
11. Each proposer must disclose whether they have contracted with or have submitted proposals to contract with any other Florida counties on RESTORE Act issues. **(Please list each individual county and whether you have been selected for a contract or whether there is a proposal submitted).**
12. Term: The County will enter into a one (1) year contract with the successful consultant. The County will reserve the right to cancel with sixty (60) day advance notice for failure to provide successful results, or in the event funding is exhausted and services are no longer required. The contract may be renewed for two (2) additional one (1) year periods if agreed to by both parties.
13. The successful consultant will be qualified in multiple disciplines (engineering, environmental, economic, etc.) and must work at the direction of the County Administrator or RESTORE Act Coordinator in the development of the Multi-Year Plan (5 years minimum), and assist the RESTORE Act Coordinator and the ORAC in their evaluation process when projects begin the critiquing process.

SPECIAL CONDITIONS

1. **Applicable Laws & Regulations** – The proposers attention is directed to the fact that all applicable state laws, county ordinances, orders, rules, and regulations of all authorities having jurisdiction over project shall apply to the proposal throughout, and they will be deemed to be included in the contract as if they are included.
2. **Indemnification & Hold Harmless** – Each proposer must submit an executed sworn certification that they will comply with the Hold Harmless Clause in accordance with the provisions of Florida Statutes, Section 725.06.

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

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

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

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

Furthermore, any person required to make a disclosure pursuant to the above prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing their own, spouse's, or child's interest and the nature of the intended business.

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

4. **Public Entity Crime Information** - A person or affiliate who has been placed on the Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List (found online at www.dms.myflorida.com), or Federal Excluded Parties List (found online at www.sam.gov) following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
5. **Investigation of Proposer** – The County may make such investigations, as it deems necessary, to determine the ability of the consultant to perform the work and that there is

no conflict of interest as it relates to the projects. The consultant shall furnish to the Owner any additional information and financial data for this purpose as the County requests.

6. **The Contract Documents** – The contract documents consist of the proposal documents, technical specifications, the consultants proposal, addenda issued prior to execution of the agreement, other documents specifically incorporated by reference in the contract documents, and modifications issued after execution of the agreement. A modification is:

1. A written amendment to the contract signed by both parties;
2. A written change order, signed by both parties.

7. **Miscellaneous Provisions** – The agreement will be executed and delivered in the State of Florida and all disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for all purposes shall be exclusively in Okaloosa County, Florida. The proposer's attention is directed to the fact that all applicable laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written out in full herein.

This agreement and the related contract documents may be modified or amended only by written instrument, signed by both parties. In the event any term or provision of this agreement or the related contract documents shall to any extent be held to be illegal, invalid, unenforceable, or non-operative as a matter of law, the remaining terms and provisions of this agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

8. **Conditional & Incomplete Proposals** – The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will reject those that make it impossible to determine the true amount of the proposal.

9. **Reorganization & Bankruptcy Proceedings** – Proposals will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

10. **Right to Waive and Reject -**

A. The Board, in its absolute discretion, may reject any proposal that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way to perform a prior contract in a satisfactory manner.

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

C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state

contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

11. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of their proposal or proposals:
 - A. More than one proposal for the same work from an individual, firm or company under the same or different name.
 - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
 - C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
 - D. Incomplete work which in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
 - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement inviting proposals.
 - F. Default under previous contract.
12. **Preparation of Proposals** – Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in, as noted, in ink or typed in both words and numbers with the amount extended and totaled. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any proposals may be rejected that contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions or published notice inviting proposals.
14. **Regulation & Ordinances** – The proposer is required to be familiar with all Federal, State, and Local Laws, Ordinances, Codes, rules, and regulations that may in any way affect the work. Ignorance on the part of the proposer shall in no way relieve proposer from responsibility.
15. **Prohibition Against Contingent Fees** – Florida Statute 287.055(6)(a) requires the following statement, duly signed and notarized, be included in each submittal:

"The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the respondent, any fee, commission or percentage, gift or other consideration contingent upon or resulting from award or making of this agreement."
16. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e.,

citizens and nationals of the U.S.) and aliens authorized to work in the U. S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with these requirements.

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

17.

POLICY ON "NO CONTACT CLAUSE"

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

The period commences on the date the proposals are due and terminates when the Board of County Commissioners approves an award.

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

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

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

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

I _____ representing _____
Signature **Company Name**

Hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

18.

Evaluation & Selection – A Selection Review Committee appointed by the Board of County Commissioners will evaluate all submittals received and:

1. Prepare an alphabetical listing of the firms determined to be interested and available. Evaluate the responses meeting minimum submissions criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:
 - a. Responsiveness of the submittal and understanding of the project.
 - b. Firm's availability of adequate personnel, equipment and facilities.
 - c. Geographic location of the firm.
 - d. Familiarity with the project requirements.
 - e. Similar project experience in size and scope to that herein proposed.
 - f. Business credentials and qualifications of proposed personnel.
 - g. Firm's capability to meet contract schedule.
 - h. Cost.
2. Review all proposals received will proceed as follows:
 - a. The selection committee will review all documents submitted.
 - b. The committee's ranking of prospective firms shall be based on the evaluation criteria listed in No. 1 above as provided in the submittal.
3. Negotiations between the selection committee, or the committee designee, and the top firm (or firms) ranked highest on the Board approved short list will proceed as follows:
 - a. Negotiations will be held with the first firm on the priority list.
 - b. If no tentative agreement can be reached with the first firm, then negotiations will commence with the second firm on the short list.
 - c. If no tentative agreement can be reached with the second firm, then negotiations will commence with the third firm.
 - d. If no tentative agreement is reached with the third firm, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other responses received. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.
4. Presentation of the tentative contract agreement by the selection committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions, and costs associated with the contract.

5. Upon approval of the contract agreement by the Board, a formal written contract agreement will be executed prior to commencement of the work associated with the contract.
 - a. The selection review committee will evaluate and rank all responses meeting the requirements herein and enter into formal negotiations with selected firms. Firms will be notified of dates and times of any interviews once final selection has been made. **(Presentations may be required)**.

19. **Submittal Opening** – Names of firms that submit a response on or before the deadline specified herein shall be available to the public once the submittal deadline has passed. It is the firm's responsibility to ensure that their response is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable.

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

INSURANCE REQUIREMENTS

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants, and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance, shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

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

Business Automobile and Commercial General Liability Insurance

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

- 3.) Independent Contractor's Liability
 - 4.) Completed Operations and Products Liability
5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

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

	<u>LIMIT</u>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation

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

Indemnification & Hold Harmless

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

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the

address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. The County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a proposal without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR's** full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

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

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

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

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

Umbrella Insurance

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

**RESTORE ACT MANAGEMENT CONSULTANTS
RFP: BCC 19-13
RANKING SHEET**

Understanding of Proposed projects (20 pts)						
Responsiveness to Proposal (20 pts)						
Geographic Location of Firm (10 pts)						
Project Handled of Similar Nature (15 pts)						
References (15 pts)						
Staff/Capacity to meet County Requirements (10 pts)						
Familiarity with Restore Act (10 pts)						
TOTAL POSSIBLE – 100 PTS						

PERSON RANKING _____
PRINTED NAME

POSITION/DEPT _____

SIGNATURE _____

DATE _____