



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/30/2020

Contract/Lease Control #: C20-2975-PW

Procurement#: RFQ PW 41-20

Contract/Lease Type: AGREEMENT

Award To/Lessee: HDR ENGINEERING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/29/2020

Expiration Date: 09/28/2023 W/2 1 YR RENEWALS

Description of: EGLIN WEST AREA DEVELOPMENT PLAN

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company <b>NAIC #</b> 23035	
	<b>INSURER B:</b> Ohio Casualty Insurance Company <b>24074</b>	
	<b>INSURER C:</b> Liberty Insurance Corporation <b>42404</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W20954109      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-031	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-041	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EUO(22)57919363	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WA7-64D-444950-011	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

**CONTRACT#: C20-2975-PW**  
**HDR ENGINEERING, INC.**  
**EGLIN WEST AREA DEVELOPMENT PLAN**  
**EXPIRES: 09/28/2023 W/2 1 YR RENEWALS**

**CERTIFICATE HOLDER**

Okaloosa-Walton Transportation Planning Organization & Okaloosa County Board of County Commissioners  
 Attn: Karen Donaldson  
 Okaloosa County Purchasing Department  
 302 N. Wilson St.  
 Crestview, FL 32536

SHOULD ANY OF THE ABOVE... **OR** THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Alison J. Pavelko*

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

### ADDITIONAL REMARKS

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

Project: Okaloosa County/ECRider Transit Development Plan Major Update.

Additional Insureds: Okaloosa County Board of County Commissioners; TPO.

**TASK ORDER APPROVAL FORM**

CONTRACT #: C20-2975-PW

TASK ORDER #: 1

TASK ORDER AMOUNT: \$ 455,220

CONTRACT#: C20-2975-PW  
HDR ENGINEERING, INC.  
EGLIN WEST AREA DEVELOPMENT PLAN  
EXPIRES: 09/28/2023 W/2 1 YR RENEWALS

OFFERED BY CONSULTANT:

HDR Engineering, Inc.

FIRM'S NAME

Jennifer E. Hunt, P.E.

REPRESENTATIVE'S PRINTED NAME

*Jennifer E. Hunt*

SIGNATURE

Vice President

October 29, 2020

TITLE

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

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

*J. Hunt*  
SIGNATURE

PURCHASING MANAGER

Public Works Dir.  
TITLE DATE

10 | 30 | 20  
DATE

*Jay... [Signature]*  
OMB DIRECTOR/DATE

11.03.2020  
DATE

*[Signature]*  
COUNTY ADMINISTRATOR (if applicable)  
**NOV 03 2020**

DATE

*[Signature]*  
CHAIRMAN (if applicable)  
Robert A. "Trey" Goodwin, III

**NOV 03 2020**  
DATE





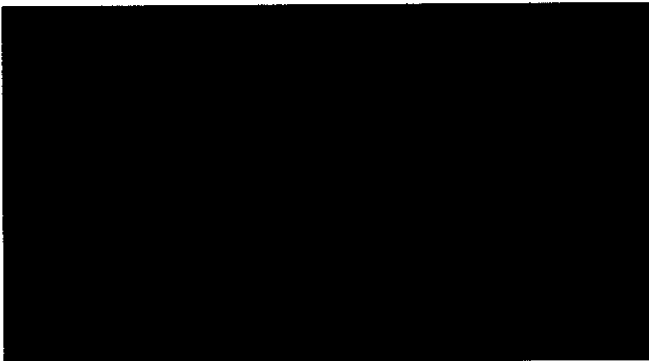
OKALOOSA COUNTY

CONTRACT # C20-2975-PW

**Task Order #1:  
Initiation of Roadway  
Development**

**Eglin West Gate Development Plan**

October 9, 2020



Eglin West Gate Development Plan  
Task Order #1: Program Initiation

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## **TASK SERIES 1000: PROGRAM INITIATION**

### **Summary of Work:**

Eglin Air Force Base, in coordination with Okaloosa County, intends to identify roadway realignment options for the existing roadway system leading to the Eglin West Gate for the purpose of maximizing roadway capacity while also providing access to areas of potential future land development.

The development of any new roadway system is a multi-step process that requires input from numerous stakeholders to include mission critical entities and assorted governmental regulatory agencies. At this time, Eglin is not intending to advance all of the necessary steps to ultimately construct the road. It is Eglin's intention to simply initiate the process so that a roadway concept can be identified that includes a framework of consensus and technical requirements for future actions.

The first steps in this roadway development process are to identify the key participants and stakeholders, identify existing land-use assets and constraints, develop preliminary concepts that can be further advanced after ongoing input from stakeholders, and to define the overall future technical and regulatory requirements, to include NEPA, needed to advance the roadway from its conceptual stage to final completion. Long range cost estimates and potential future funding sources will also be provided.

This framework will anticipate the required steps necessary to advance the roadway development and will ensure any future efforts are not duplicated.

The outcomes of this task will include:

- critical stakeholders and program participants.
- necessary communications and decision points.
- common understanding of the program goals.
- an understanding and identification of existing and potential future land-uses and assets.
- technical and regulatory requirements to construct a new roadway.
- a conceptual roadway realignment that is acceptable to critical stakeholders for future advancement.

The benefits of this task will:

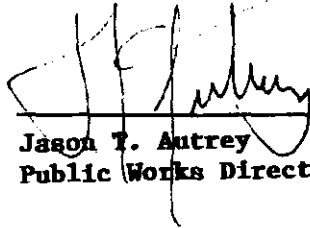
- allow future development without any unnecessary duplication in work efforts.
- consider consistency of regulatory requirements to include NEPA and roadway safety.
- minimize unnecessary risks.
- potentially accelerate the process.
- provide planning level budgeting requirements and outlays.
- identify potential future partners to advance the program.



The overall goal of this task is to provide solutions and upfront planning steps that are needed to facilitate the West Gate roadway realignment being constructed as quickly and efficiently as possible while also maintaining flexibility for any future land-use options.

The fee for this scope of services is a lump sum fee of \$445,220

ACCEPTANCE:



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**Jason T. Autrey**  
**Public Works Director**

## **TASK 1001 – Task Order Administration and Management**

**Objective:** Define and Implement the ongoing activities needed to advance this Task Order.

### **HDR Activities:**

- Set-up and maintain a document control system to include copies of submittals, calculations, and supporting documentation.
- Develop and maintain an overall Production Schedule.
- Develop and maintain monthly progress reports or other milestone updates as requested.
- Develop and maintain a Communications Plan specific to this Task Order to include protocols for peer-to-peer and agency-to-agency engagement. Communications will also include a Non-Disclosure Agreements signed by Team members.
- Prepare and maintain Quality Control and Quality Assurance procedures for the technical deliverables of this Task Order.
- Attend meetings necessary to the execution of this Task Order to include meetings with Okaloosa County staff and/or Eglin staff, resource agency staff, local and state governmental stakeholder engagement, and other miscellaneous meetings.

### **HDR Deliverables:**

- Task Order Files, as requested.
- Production Schedule and periodic updates in Microsoft Project format.
- Monthly Progress Reports and Invoices.
- Communication Plan
- Non-Disclosure Agreements signed by Team members.
- QA/QC Plan
- Results and corrective actions of Quality Control Reviews and Audits
- Participation in meetings / preparation of meeting notes

## **TASK 1002 – Program Team**

**Objective:** Identification of the Program Participants and Stakeholders to include definition of roles and responsibilities.

### **HDR Activities:**

- Development of an overall Program Organizational Chart that includes all Program Stakeholders.
- Definitions of each Stakeholder's role and responsibilities.
- Identify and define the decision-making responsibilities for individuals.
- Develop and maintain an overall Program correspondence directory of each Program stakeholder.

### **HDR Deliverables:**

- Program Organizational Chart
- Listing of Stakeholder Roles and Responsibilities
- Stakeholder Directory
- Decision Matrix
- Program Contact List

## **TASK 1003 – Initial Roadway Definition/Bounds Analysis**

**Objective:** Through an initial discussion/meeting with Okaloosa County and Eglin Air Force Base Planning staff, define the type of road and approximate location that is desired for a future roadway realignment.

Note: Although the present Task Order will not result in a formalized NEPA document such as an EA or ACER, the components of this discussion will be structured so that they are consistent with the NEPA process and can seamlessly be utilized for any future NEPA requirements without having to needlessly duplicate the actions at a later date. The terms and actions of this task are consistent with the NEPA Scoping Process and will allow a more focused study area for data collection purposes and future alternative analyses.

### **HDR Activities:**

- Facilitate a meeting and prepare meeting materials to include an agenda, a NEPA overview related to roadway development, a review of the work-flow process to develop a road, and necessary base mapping and aerials.

The meeting actions will:

- Identify:
    - ▲ Functional Roadway Classification
    - ▲ Road Type
    - ▲ Design Speeds
    - ▲ Existing Land Assets
    - ▲ Design Constraints
    - ▲ Preliminary Roadway configurations and potential connections
  - Define NEPA Selection Criteria
  - Draft Logical Termini
  - Define Study Limits
- Draft Description of Proposed Action Alternatives (DOPAA)
  - Document findings and summarize in a Preliminary Technical Memorandum for expanded stakeholder concurrence and existing data collection specifications.

### **HDR Deliverables:**

- Conceptual work-flow process with input from Okaloosa/Eglin to construct a new roadway.
- Defined NEPA Selection Criteria (criteria utilized to compare alternatives as a decision tool)
- Description of Proposed Action Alternatives (DOPAA)
- Preliminary Technical Memorandum with which documents design decisions
- Meeting minutes / summary of the discussion

## **TASK 1004 – Data Collection**

**Objective:** Obtain existing data to include proposed land-use planning, regional transportation plans, proposed construction projects, environmental constraints, local and regional traffic data, and stakeholder information within the Study Area. These activities will draw upon the latest existing data as feasible and appropriate, including, but not be limited to, the following:

- Eglin Plans
  - Eglin AFB. 2013. Eglin Test and Training Complex - West Land Range Map. October 2013.
  - Eglin AFB. 2018. U.S. Air Force Integrated Cultural Resources Management Plan, Eglin Air Force Base. September 30, 2018.
  - USAF. 2017. Integrated Natural Resources Management Plan (INRMP), Eglin Air Force Base, Florida. August 2017 to July 2022.
  - Eglin AFB. 2019. Final Revision 1 Environmental Assessment Update for Integrated Natural Resources Management Plan (INRMP) Activities. April 2019.
  - Eglin AFB. 2017. Range General Plan. December 2017.
  - Eglin AFB. 2018. Air Installation Compatible Use Zones Study for Eglin Air Force Base and Duke Field, Okaloosa County, Florida. October 2018.
  - Eglin AFB. 2019. Comprehensive Range Plan Environmental Plan. June 10, 2019.
  - Eglin AFB. 2018. FY2018 Sites Status Report Environmental Restoration Program. October 2018.
  - Eglin AFB. 2009. Joint Land Use Study. June 2009.
  - Eglin AFB. 2014. Comprehensive Range Plan - Land Use Plan. December 2014.
- Adopted Long-Range Transportation for the Region, Plan documents, Local Comprehensive Plans, Capital Improvement Plans, and current FDOT Work Program.
- Traffic data for SR 85, SR 189 obtained from Florida Traffic Online (FTO)

### **HDR Activities:**

- Obtain existing plans and data
- Conduct comparative analysis of existing plans and programs
- Compare FTO traffic with regional transportation models for estimate of accuracy.
- Review potential Cumulative Impacts (i.e. Reasonably Foreseeable Future Actions)

### **HDR Deliverables:**

- Existing conditions technical memorandum to include a discussion on constraints.
- Traffic memo outlining anticipated future traffic projections for the area road network.

## **TASK 1005 – Development of Roadway Purpose and Need**

**Objective:** To establish the basis of advancing the project by identifying the deficiencies of the existing roadway and the necessary improvements to match future requirements of the roadway and adjacent long-range planning. This task is consistent with NEPA and will be the starting point to identifying potential alternative roadway solutions. The defined Purpose and Need will also allow presentation to the local TPO for the need of the Project and how it will fit into the regional transportation system.

### **HDR Activities:**

- Draft Purpose and Need Statement based on Stakeholder input to consider:
  - Development and concurrence of Selection Criteria
  - Consistency with Existing/Future Land-Use Planning.
  - Compatibility with existing regional transportation plans and programs.
  - Capacity of present and projected traffic conditions.
  - Compatibility with future cumulative and indirect impacts.
  - Compatibility with any West Gate modifications or relocations.
  - Integration into the adjacent and regional roadway and transportation network.
  - Mission Enhancement that allows expanded accessibility and expanded land-use opportunities.
  - Safety, to include reduction of vehicular accidents.
  - Roadway Deficiencies of the existing roadway
- Support preparation of a Needs Statement for adoption by the Okaloosa/Walton TPO into their overall 2045 Needs Plan.

### **HDR Deliverables:**

- Draft Purpose and Need Statement
- Revised Purpose and Need Statement based on comments from Okaloosa/Eglin working group.
- TPO Needs Statement

## **TASK 1006 – Stakeholder Scoping Workshop**

**Objective:** Prepare and facilitate a Stakeholder Scoping Workshop with staff from Eglin AFB, Okaloosa County, FDOT and any other participants and stakeholders as deemed necessary by Okaloosa/Eglin with the intent of presenting the proposed alternatives to advance the project with the previously defined roadway concepts to include the logical termini and project parameters.

Preliminary roadway realignment alternatives will be developed prior to the workshop based on the Purpose and Need and presented for comment and finalization.

From this workshop key stakeholders and participants will be first asked to identify any potential issues or conflicts, and secondly, they will be asked for their concurrence on the proposed work-flow components and initial roadway concepts.

This workshop will also define success of the program that is consistent with the stakeholders and participants which will allow definitive solutions to advance the project beyond the conceptual stage.

### **HDR Activities:**

- Identify stakeholders to participate in the Stakeholder Scoping Workshop with direction from Okaloosa/Eglin.
- Coordinate notifications, location, and prepare meeting agenda and presentation materials.
- Develop preliminary roadway realignment alternatives that meet the Purpose and Need and address the preliminary design requirements.
- Prepare workshop concurrence template for distribution and follow-up.
- Facilitate the workshop to assist in developing concurrence on methodologies, approvals, technical concepts, and the ultimate success of the program.
- Document findings and stakeholder input, and revise work-flow and concepts accordingly.
- Update Technical Memorandum and Roadway Concepts with direction from Okaloosa/Eglin.

### **HDR Deliverables:**

- Meeting materials to include minutes and workshop summary
- Preliminary roadway realignment alternatives
- Workshop Concurrence Template
- Listing of Issues with Mitigative Solutions
- Revised Technical Memorandum and Roadway Concepts
- Program Success defined that includes a listing of program goals/objectives/priorities.

## **TASK 1007 – Alternatives Analysis**

**Objective:** To determine an optimal roadway system that provides the necessary improvements to the existing roadway deficiencies to facilitate Eglin land use expansion opportunities while maintaining access to existing Eglin infrastructure (i.e. health facilities, air armament museum) while also minimizing adverse impacts. The analysis will be based on the criteria and components of the previously defined Purpose and Need Statement and will be consistent with the requirements and procedures of NEPA and the necessary roadway design criteria as specified by the Florida Department of Transportation (FDOT).

Multiple alternatives that have already been reviewed with concurrence by the project stakeholders, to include a no-build option, will be compared within a decision matrix that will ultimately result in a preferred alternative and allow uninterrupted continuation of the roadway development. The preferred alternative will also be consistent with the local environmental permitting requirements necessary to construct the project in the future.

### **HDR Activities:**

- Identify Project Alternatives: Work with Okaloosa/Eglin to develop alignment alternatives that meet the project Purpose and Need while also minimizing impacts. Up to three alternatives including a no-build alternative will be developed and analyzed based on previously developed conceptual alignments.
- Describe and Analyze Alternatives for Practicability: Each alternative will be described, mapped, and analyzed based on selection criteria specified by the Purpose and Need. The criteria will include both engineering requirements and environmental constraints.
- Identify the Least Environmentally Damaging Practicable Alternative: Develop a matrix by which the alternatives are compared to each other to reach a determination that the chosen alternative is the Least Environmentally Damaging Practicable Alternative.
- A Draft Alternatives Analysis will be developed for submittal and concurrence to Okaloosa/Eglin for review and comment. Edits will be made and prepared for distribution.
- Distribute Draft Alternatives Analysis to project stakeholders and participants for review and concurrence of the preferred alternative.
- A Final Alternatives Analysis will be developed for submittal and concurrence to Okaloosa/Eglin for final acceptance.

### **HDR Deliverables:**

- Draft Alternative Analysis Report that will be reviewed by Okaloosa/Eglin for comment and concurrence. Necessary edits requested by Okaloosa/Eglin will be inserted into the Final Report.
- Final Alternatives Analysis Report



## **TASK 1008 – Concept Plans Development**

**Objective:** Develop the preferred roadway alternative up to the 15% design stage to include specification of the design criteria, development and approval of Typical Sections, details of the proposed horizontal and vertical alignments which will be developed with existing mapping, locations of proposed tie-ins to the existing roadway systems, and identification of existing and future land uses.

### **HDR Activities:**

- Through a Memorandum of Understanding, identify, propose and submit, for concurrence by Okaloosa/Eglin, the roadway design criteria that will be used for the development of the preferred alternative. It is anticipated the roadway design criteria will follow the specifications of the Florida Department's most recent design guidelines and will also be consistent with any requirements of Eglin AFB. If there are any conflicts between different criteria requirements, the more stringent and conservative of the criteria will be used for this project unless directed otherwise.
- Develop a Design Criteria Worksheet for all major components of the proposed roadway using the criteria as specified above.
- Prepare Typical Section packages for concurrence by Okaloosa/Eglin and the FDOT.
- Prepare roadway design plans using Microstation CADD to the 15% design stage. The CADD files will utilize the most recent CADD standards as specified by the FDOT.
- Develop base mapping to identify existing and future land uses.
- Develop Long-Range (LRE) Cost Estimates, using the most recent unit costs published by the FDOT, for the development of the proposed alternatives.

### **HDR Deliverables:**

- Design Criteria Memorandum of Understanding
- Design Criteria Worksheet
- Typical Section Package
- 15% Roadway Design Plans to include adjacent land uses
- LRE Cost Estimates

## **TASK 1009 – Identification of Funding Sources and Procurement Mechanisms**

**Objective:** To identify potential future Funding Sources through traditional and alternative entities and to also detail potential procurement options to advance the program through the next stages of development.

### **HDR Activities:**

- Identify available funding resources
- Develop a range of procurement options that are in alignment with the future stages to advance the roadway.

### **HDR Deliverables:**

- A technical matrix detailing the available funding sources and mechanisms, and the key implications of each funding alternative.
- A listing of procurement options.

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

Procurement/Contract/Lease Number: TBD 41-20 Tracking Number: 4103-20  
Procurement/Contractor/Lessee Name: HRB Grant Funded: YES \_\_\_ NO Y  
Purpose: Eglin West Area Development Plan  
Date/Term: \_\_\_\_\_ 1.  GREATER THAN \$100,000  
Department #: 0114 2.  GREATER THAN \$50,000  
Account #: 581199 3.  \$50,000 OR LESS  
Amount: \_\_\_\_\_  
Department: PW Dept. Monitor Name: Auby

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Walter Mason Date: 8-19-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 8-19-2020  
\_\_\_\_\_ Edith Gibson or Karen Donaldson  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 8-29-2020  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Monday, August 31, 2020 8:55 AM  
**To:** DeRita Mason  
**Cc:** 'Parsons, Kerry'  
**Subject:** Re: Eglin Area West Development Contract-HDR

This is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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

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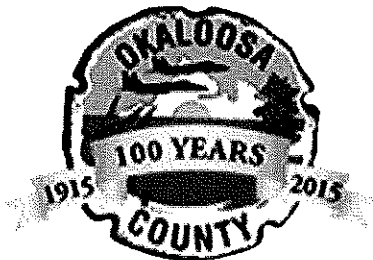
**From:** DeRita Mason  
**Sent:** Monday, August 31, 2020 9:43:12 AM  
**To:** Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'  
**Subject:** RE: Eglin Area West Development Contract-HDR

Good morning,

Is this one approved for legal purposes?  
I need to get it to the vendor this week so we can get it on the 15<sup>th</sup> meeting.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Wednesday, August 19, 2020 11:01 AM  
**To:** DeRita Mason  
**Subject:** RE: HDR Contract

This is approved for insurance purposes.

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



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

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Wednesday, August 19, 2020 9:42 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** HDR Contract

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536



# Board of County Commissioners Purchasing Department

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State of Florida

Date: June 28, 2020

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF AWARD  
RFQ PW 41-20

Eglin West Area Development Plan


Okaloosa County would like to thank all businesses which submitted responses to Eglin West Area Development Plan. (RFQ PW 41-20)

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

**HDR Engineering, Inc.**  
**25 West Cedar Street, Suite 200**  
**Pensacola, FL 32502**

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/13/2020 from 8:00 AM to 1:00 PM

### Search Results

#### Quick Search Results

Total records: 1

Save PDF Export Results Print

Result Page: 1

Sort by: Relevance Order by: Descending

Your search returned the following results...

Entity	<b>HDR ENGINEERING, INC.</b>	Status: Active
DUNS: 173364006	CAGE Code: 4T3X9	<a href="#">View Details</a>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 08/04/2020	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

Result Page: 1

Save PDF Export Results Print



IBM-P-20200424-1037  
WVIV3

- Search Records
- Data Access
- Check Status
- About
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- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Foreign Profit Corporation  
HDR ENGINEERING, INC.

### Filing Information

<b>Document Number</b>	P06487
<b>FEI/EIN Number</b>	47-0680568
<b>Date Filed</b>	06/20/1985
<b>State</b>	NE
<b>Status</b>	ACTIVE
<b>Last Event</b>	CORPORATE MERGER
<b>Event Date Filed</b>	07/30/1999
<b>Event Effective Date</b>	NONE

### Principal Address

1917 S. 67th Street  
Omaha, NE 68106

Changed: 05/28/2020

### Mailing Address

1917 S. 67th Street  
Omaha, NE 68106

Changed: 05/28/2020

### Registered Agent Name & Address

CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 06/02/1992

Address Changed: 06/02/1992

### Officer/Director Detail

#### **Name & Address**

Title Assistant Secretary

Buell, Elizabeth C.  
1917 S. 67th Street  
Omaha, NE 68106



Title Assistant Secretary

Vik, Laurie S.  
1917 S. 67th Street  
Omaha, NE 68106

Title COO

O'Reilly, Charles L.  
1917 S. 67th Street  
Omaha, NE 68106

Title Director

O'Reilly, Charles L.  
1917 S. 67th Street  
Omaha, NE 68106

Title Executive Vice President

Roden, Laurie L.  
20 E. Thomas Road  
Suite 2500  
Phoenix, AZ 85012

Title Executive Vice President

Meysenburg, Galen J.  
1917 S. 67th Street  
Omaha, NE 68106

Title Executive Vice President

Crockett, Timothy R.  
1917 S. 67th Street  
Omaha, NE 68106

Title Executive Vice President

McAneny, Douglas J.  
100 M Street  
Suite 305  
Washington, DC 20003

Title Assistant Treasurer

Cox, Joseph R.  
1917 S. 67th Street  
Omaha, NE 68106

Title Executive Vice President

Shoemaker, Darryl J.  
701 Xenia Avenue  
Suite 600  
Minneapolis, MN 55416

Title Executive Vice President

LeCureux, David F.  
9781 S. Meridian Boulevard  
Suite 400  
Englewood, CA 80112

Title Executive Vice President

Felker, Brent R.  
2379 Gateway Oaks  
Suite 200  
Sacramento, CA 95833

Title President

O'Reilly, Charles L.  
1917 S. 67th Street  
Omaha, NE 68106

Title Director

Keen, Eric L.  
1917 S. 67th Street  
Omaha, NE 68106

Title Treasurer

Heaney, Kathleen M P  
1917 S. 67th Street  
Omaha, NE 68106

Title Secretary

Debs, Jody K.  
1917 S. 67th Street  
Omaha, NE 68106

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	01/11/2019
2019	03/20/2019
2020	05/28/2020

**Document Images**

[05/28/2020 -- ANNUAL REPORT](#)

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<a href="#">06/20/2019 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2019 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/06/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/07/2017 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/18/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2014 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/30/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/26/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/21/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/02/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/01/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/30/1999 -- Merger</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/05/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/16/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

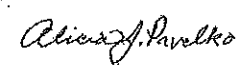
<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C, No, Ext):</b> 1-877-945-7378	<b>FAX (A/C, No):</b> 1-888-467-2378
<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURER A:</b> Liberty Mutual Fire Insurance Company		23035
<b>INSURER B:</b> Ohio Casualty Insurance Company		24074
<b>INSURER C:</b> Liberty Insurance Corporation		42404
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** W16486761      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability	Y	Y	TB2-641-444950-030	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	AS2-641-444950-040	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EUO(21)57919363	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WA7-64D-444950-010	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  Okaloosa County Board of County Commissioners 5479A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  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 



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY)

5/20/2020

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HDR ENGINEERING, INC. 1429583 1917 SOUTH 67TH STREET OMAHA NE 68106	<b>INSURER A:</b> Lexington Insurance Company <b>NAIC #</b> 19437	
	<b>INSURER B:</b> _____	
	<b>INSURER C:</b> _____	
	<b>INSURER D:</b> _____	
	<b>INSURER E:</b> _____	
	<b>INSURER F:</b> _____	

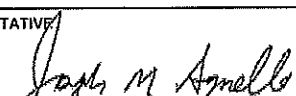
**COVERAGES**                      **CERTIFICATE NUMBER:** 15812421                      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE    OTH-ER E.I. EACH ACCIDENT \$ XXXXXXXX E.I. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.I. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2020	6/1/2021	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROGRAM MANAGEMENT FOR THE SOUTHWESTERN CRESTVIEW BYPASS AND RASPBERRY ROAD CONNECTOR

*2767*

<b>CERTIFICATE HOLDER</b> 15812421 OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY PURCHASING DEPARTMENT ATTN: VICTORIA TARAVELLA 5479A OLD BETHEL ROAD CRESTVIEW FL 32536	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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**CONTRACT FOR PROFESSIONAL  
CONSULTING SERVICES**

This Contract is made and entered into this 29 day of SEP, 2020, by and between OKALOOSA COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, located at 1250 N Eglin Parkway, Shalimar, FL 32579, and HDR Engineering, Inc., a Foreign Profit Corporation whose principal place of business is at 25 West Cedar Street, Suite 200, Pensacola, FL 32502 (the "Consultant"), whose Federal I.D. number is 47-0680568, in connection with Okaloosa County Request for Qualifications No. RFQ PW 41-20 and the professional services set forth therein.

**WITNESSETH**

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

**WHEREAS**, Okaloosa County desires to obtain the professional consulting services of the Consultant concerning said services being more fully described in the exhibits attached to this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

**ARTICLE ONE  
CONSULTANT'S RESPONSIBILITY**

1.1. Consultant shall provide to County continuing professional engineering consulting services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and Exhibit A and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Schedule A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

John Wimberly

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's professional judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.10. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

**ARTICLE TWO  
SERVICES OF CONSULTANT**

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Exhibit A. These services will be paid for by the County as indicated in Article Five and Schedule A and as confirmed in each Notice to Proceed.

**ARTICLE THREE  
COUNTY'S RESPONSIBILITIES**

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
- b. The time the Consultant is obligated to commence and complete all such services; or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
- e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.



3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

Jason, Autrey, Public Works Director

#### **ARTICLE FOUR TIME**

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, pandemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Notice to Proceed, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

#### **ARTICLE FIVE COMPENSATION**

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Schedule A, entitled "Basis of Compensation," and Exhibit B which are attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

#### **ARTICLE SIX WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

#### **ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS**

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

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in

this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

## **ARTICLE EIGHT TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice and a reasonable opportunity to cure the default.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract, upon payment in full of all amounts due to Consultant for services performed.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

## **ARTICLE NINE PERSONNEL**

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons

engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Consultant's statement of qualifications, must be made known to the County's Representative and written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

9.5. The Consultant represents that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.10 The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Consultant shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

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

## **ARTICLE TEN SUBCONTRACTING**

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

**ARTICLE ELEVEN  
FEDERAL AND STATE TAX**

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE TWELVE  
OWNERSHIP OF DOCUMENTS**

12.1. Upon completion or termination of this Contract, and payment in full of all amounts due to Consultant for services performed, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

**ARTICLE THIRTEEN  
MAINTENANCE OF RECORDS & PUBLIC RECORDS**

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such time based and reimbursable expense records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

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

- 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.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosacom](mailto:riskinfo@myokaloosacom).**

13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

#### **ARTICLE FOURTEEN INSURANCE**

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in attached Exhibit C.

#### **ARTICLE FIFTEEN INDEMNIFICATION**

15.1. The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

15.2. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.  
Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

#### **ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS**

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

#### **ARTICLE SEVENTEEN REMEDIES**

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE EIGHTEEN CONFLICT OF INTEREST**

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

**ARTICLE NINETEEN  
DEBT**

19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE TWENTY  
NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20.2 Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**ARTICLE TWENTY-ONE  
ENFORCEMENT COSTS**

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE TWENTY-TWO  
NOTICE**

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

**ARTICLE TWENTY-THREE  
MODIFICATION OF SCOPE OF WORK**

23.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Consultant to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance.



Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

#### **ARTICLE TWENTY-FOUR MODIFICATION**

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

#### **ARTICLE TWENTY FIVE MISCELLANEOUS**

25.1. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7 Consultant, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8 Consultant acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, consultant agrees that it shall adhere to all necessary federal regulations, including those as set forth in Exhibit D. Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

#### **ARTICLE TWENTY SIX MINORITY/WOMEN'S BUSINESS ENTERPRISES**

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

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

#### **ARTICLE TWENTY SEVEN PROCUREMENT OF RECOVERED MATERIALS**

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

#### **ARTICLE TWENTY EIGHT ENVIRONMENTAL AND ENERGY POLICIES**

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

## 28.2 Clean Air Act.

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

## 28.3 Federal Water Pollution Control Act.

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

### **ARTICLE TWENTY NINE FEDERAL SUSPENSION AND DEBARMENT**

29.1 This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**ARTICLE THIRTY  
LOBBYING**

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

**ARTICLE THIRTY ONE  
THIRD PARTY BENEFICIARIES**

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

**ARTICLE THIRTY TWO  
SEVERABILITY**

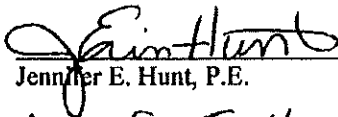
32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

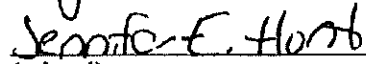
**ARTICLE THIRTY THREE  
REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY**

33.1 The individual signing this Contract on behalf of HDR Engineering, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of HDR Engineering, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

HDR ENGINEERING, INC.

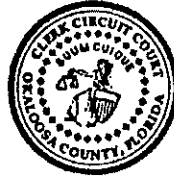
  
Jennifer E. Hunt, P.E.

  
(printed)

BOARD OF COUNTY COMMISSIONERS OF  
OKALOOSA COUNTY, FLORIDA

  
Robert A. "Trey" Goodwin, III Chairman

  
J.D. Peacock, II, Clerk of Court



**EXHIBIT A**  
**SCOPE OF SERVICES/CONSULTANT'S PROPOSAL**

The purpose of this contract is to provide professional technical services for the development of the Eglin Westside Area Development Plan. The Plan will include the realignment of SR 85 to allow optimal traffic movements and minimize congestion. Options for roadway realignment shall consider providing access points to key assets in the vicinity of the access gate. A newly aligned roadway will ultimately allow areas of expansion for Eglin AFB that would allow potential economic and mission growth opportunities.

Services available within the scope of this contract includes conceptual planning, general planning, land-use planning, traffic analyses, conceptual designs, NEPA, engineering designs, economic and funding identification and support, administration, public involvement, stakeholder engagement, military planning, right-of-way services, resource agency coordination, and overall program management.



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

**RFQ TITLE:**  
**EGLIN WEST AREA DEVELOPMENT PLAN**

**RFQ NUMBER:**  
**RFQ PW 41-20**

<b><u>ISSUE DATE:</u></b>	April 27, 2020	
<b><u>LAST DAY FOR QUESTIONS:</u></b>	May 14, 2020	3:00 P.M. CST
<b><u>RFQ OPENING DATE &amp; TIME:</u></b>	May 28, 2020	3:00 P.M. CST

**NOTE: PROPOSALS RECEIVED AFTER THE DUE DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be sealed and received by the Okaloosa County Purchasing Department by the "RFQ Opening Date & Time" referenced above. The address to submit packages is 5479A Old Bethel Rd., Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFQ Title" and "RFQ Number". Okaloosa County is not responsible for lost or late delivery of responses by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Responses may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

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

COMPANY NAME HDR Engineering, Inc.

MAILING ADDRESS 25 West Cedar Street  
Suite 200

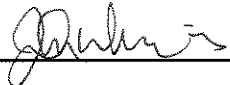
CITY, STATE, ZIP Pensacola, Florida 32502

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

TELEPHONE NUMBER: 850.429.8900 EXT: N/A FAX: N/A

EMAIL: John.Wimberly@hdrinc.com

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

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME John Wimberly, PE

TITLE: Vice President DATE 5/26/20

## PROFESSIONAL SERVICES FOR THE EGLIN WEST DEVELOPMENT PLAN

Pursuant to section 287.055, Florida Statutes, and County policy, the Okaloosa County Board of County Commissioners (BCC) seeks professional services in the assistance of considering alternatives for the realignment of SR 85 in the vicinity of the West Gate to Eglin Air Force Base. The CONSULTANT selected to perform these services will develop an alternative analysis for potential roadway realignments that will take into consideration existing traffic patterns in the area, improved access to the western boundary of the main Eglin cantonment, general public access to the Air Force Armament Museum, access to the Eglin Air Force Base Hospital, and Commercial Vehicle access to Eglin Air Force Base. Services of the consultant(s) shall be under the general direction of the Deputy County Administrator initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

Agencies desiring consideration should provide one (1) original hard copy and one (1) thumb drive of their Request for Qualifications (RFQ) with the agency's areas of expertise identified. Hard copy submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at <http://www.myokaloosa.com/purchasing/home>

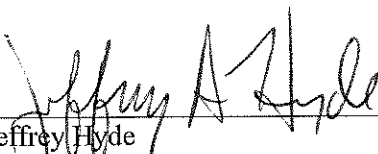
Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **May 28, 2020 @ 3 P.M. (CST)** to be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof **"Request for Qualifications for Professional Services for the Eglin West Development Plan"**. Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

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

**All submittals should be addressed as follows:**

RE: **Professional Services for the Eglin West Development Plan**  
RFQ PW 41-20  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

  
\_\_\_\_\_  
Jeffrey Hyde  
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FL  
Robert A. "Trey" Goodwin, III, Chairman



**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ):  
PROFESSIONAL SERVICES FOR THE EGLIN WEST DEVELOPMENT PLAN**

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

Okaloosa County seeks professional services in the assistance of considering alternatives for the realignment of SR 85 in the vicinity of the West Gate to Eglin Air Force Base. The CONSULTANT selected to perform these services will develop an alternative analysis for potential roadway realignments that will take into consideration existing traffic patterns in the area, improved access to the western boundary of the main Eglin cantonment, general public access to the Air Force Armament Museum, access to the Department of Veterans Affairs Community Based Outpatient Clinic, and Commercial Vehicle access to Eglin Air Force Base.

Proposed realignment evaluations will need to include impacts to the existing University of Florida Research and Engineering Education Facility (REEF), identify potential uses of adjacent/impacted properties for future development, and determine/identify potential secure boundaries for Eglin Air Force Base with respect to the proposed alignment. Consideration for impacts to both the general public, nearby municipal areas, and Air Force operations should be included.

It is expected that the selected CONSULTANT will negotiate a contract for these services from which tasks will be assigned by the County. Tasks will include data gathering, concept developments, and conceptual layouts/designs. Coordination for various aspects of this project will be required by the CONSULTANT between representatives of the County, Eglin Air Force Base, the Florida Department of Transportation, and nearby municipalities.

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

The initial term of this contract will be for three (3) years. The County reserves the right to renew the contract for two (2) additional one (1) year contract periods for a total of up to five (5) years, mutually agreed upon by both parties.

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

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

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

**Proposals** shall be submitted in the format described below:

1. **Letter of Interest** including a brief company synopsis and ability to assign resources to meet the County's needs related to AE services.
2. **Business Credentials** – Provide a summary of the consultant's qualifications, to include specific capabilities of the firm and recognized expertise in any types of work requested. Indicate whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, if so; include a copy of the certification with submittal.
3. **Registration** – List of the State of Florida licensing/registration qualifications of the consultant's personnel that may potentially assist in task orders and business office.
4. **Specific Accomplishments** – Provide a listing of the most relevant completed projects within the last five (5) years with a description of the work performed by the consultant representative of the type of work

proposed under this Request for Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.

5. **Area of Expertise** – Provide a list of your company’s area of expertise. Include a listing of projects representative of this expertise. Firms are not required to have expertise in all areas to be considered and specific examples can go beyond the five (5) year period requested in item 4. Note that a multitude of services may be required and familiarity with grant funding agencies and client grant services should be highlighted relative to the ranking criteria.
6. **Project Management Organization** – Describe the organizational structure that will be used to manage projects and task orders. The consultant must identify key personnel to be assigned to projects, and provide a resume of their qualifications, education and experience. Highlight project manager strengths and responsiveness goals, as well as the lead office for the primary County point of contact (POC). Any subcontractors that intend to be used to perform portions of or specific types of work should also be clearly identified.
7. **References** – List three (3) references representative of past experience in the State of Florida similar to the services described herein, to include, at a minimum, a contact person, company name, phone number, and a brief description of the project or services rendered.
8. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not be otherwise requested in the Request for Qualifications. Consideration should be given to knowledge of the local construction environment and the Okaloosa Airports System, as well as experience in assisting with grant services for both state and federal agencies.

**Evaluation / Selection of Submittals** – The submittals will be reviewed by the County’s Appointed Selection Committee for review of the Eglin West Area Development Plan RFQ. Proposals should be responsive to the items identified in this RFQ and contain no more than 30 pages not including standard forms, cover or table of contents. The Committee will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

The Committee will evaluate all submittals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the submittals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Ranking of the best qualified firms will be based on the following considerations:
  - a. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County.
  - b. Firm’s reputation and competence, including technical education and training, experience in projects outlined in the RFQ, the extent of repeat business of the firm, and reference feedback.
  - c. Current workload and firm’s capacity to perform future work.
  - d. Fields of work for which the firm is proposing to perform and past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.
  - e. Qualifications and responsibilities of personnel to be assigned to the program including availability of adequate personnel, equipment, and facilities.
  - f. Extent of experience and past performance when working with FAA, FDOT, FDEP, NFWFMD, USACE, EPA, and Eglin AFB or other DoD agencies in the capacity as an agent attempting to obtain permits and approvals. This should include familiarity with grant programs and processes.
  - g. Firm’s capability to meet schedules and past record of providing tasks and designs on or ahead of schedule.

- h. Willingness to meet budget requirements including past performance examples.
  - i. Demonstrated expertise and experience in utilizing various design and modeling software.
  - j. If the lead office or County point of contact is outside of 150 miles the RFQ should address the firm's plan to provide responsiveness to County needs, especially if construction services are provided.
2. Review of all submittals received will proceed as follows:
    - a. The Selection Committee will review all written documents submitted.
    - b. The committee may request oral presentations and/or hold discussions from the consultants after establishing the recommended priority or short list, if necessary.
    - c. The committee's ranking of prospective firms shall be based on the specific criteria listed above and found within the ranking sheet, as well as the overall adherence to the Request for Qualifications.
  3. Presentation, if needed or requested by the County, of the highest-ranking firm(s) will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department's policy related to the acquisition of services.
  4. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County's Purchasing Department policy.
  5. Direct one-on-one contact with the Committee members, County Commissioners, the County Administrator, or County Employees with the exception of the Purchasing Manager or their appointed representative is prohibited (exception: if the contact pertains to a specific existing Contract/Task Order) during the procurement period as further detailed in the Certificate regarding the Cone of Silence in accordance with section 29 of the Okaloosa County Purchasing Manual. Any questions during this period should ONLY be directed to the Purchasing Manager or their appointed representative. Failure of a bidder to adhere to the County's Cone of Silence may result in disqualification of the bidder's submittal.

Negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes, County policies and any other appropriate statutes and laws. Once a consultant(s) is/are selected, the details within the initial scope and project fees/rate schedule will be negotiated and a contract signed.

The contract may have multiple phases of services to be provided (i.e. design, grant, bid) and will include a time constraint for the first phase, while additional phases will follow County timelines and processes.

The content of the RFQ of the successful firm(s) will become a basis for contractual negotiations. If an agreement cannot be reached on the details within the initial scope and project fees/rate schedule, the Selection Committee may select an alternate firm including, but not limited to, engaging the company with the next highest scoring proposal in order to come to a satisfactory agreement for requested services.

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

TIMELINE GOALS - all timelines are tentative

Issue RFQ:	Date: April 27, 2020
Last Day for Questions:	Date: May 14, 2020, 3:00 p.m.
Issue Addendum (if necessary):	Date: May 20, 2020
Proposal Response Due:	Date: May 28, 2020, 3:00 p.m.
Committee Review to Short List:	Date: Week of June 8, 2020
Short List Announcement:	Date: June 12, 2020
Oral Presentations*if needed:	Date: Week of June 22, 2020
Intent to Award:	Date: June 26, 2020
Board Review and Approval:	Date: July 21, 2020

## GENERAL SERVICES INSURANCE REQUIREMENTS

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until obtaining all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

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

4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

## **INSURANCE LIMITS OF LIABILITY**

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

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

## **NOTICE OF CLAIMS OR LITIGATION**

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

## **INDEMNIFICATION & HOLD HARMLESS**

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

## **CERTIFICATE OF INSURANCE**

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

## **GENERAL TERMS**

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

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

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

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

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

## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.



## GENERAL QUALIFICATIONS CONDITIONS

### 1. PRE-QUALIFICATION ACTIVITY -

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

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

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County seven (7) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

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

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

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

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

3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
4. **SUBMITTAL OF QUALIFICATIONS** – Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

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

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

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

6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for one hundred twenty (120) calendar days after the day of the opening.
7. **IDENTICAL TIE QUALIFICATIONS** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.

10. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
11. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its qualifications:
- a. Submission of more than one qualification for the same work from an individual, firm or corporation under the same or different name.
  - b. Evidence that the respondent has a financial interest in the firm of another proposer for the same work.
  - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
  - d. Incomplete work, which in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.
  - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of request for qualifications.
  - f. Default under previous contract.
  - g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.
  - h. Communication in violation of the Cone of Silence.
12. **AWARD OF CONTRACT - Okaloosa County Review:** A Selection committee will review all qualifications and will participate in the Recommendation to Award.
- The County will award the contract to the most qualified respondent(s), and the County reserves the right to award the contract to the respondent(s) submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications.
- Okaloosa County reserves the right to waive any informalities or reject any and all qualifications, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this RFQ and to accept the submittal that in its judgment will best serve the interest of the County.
- Okaloosa County specifically reserves the right to reject any conditional qualifications and bids which make it impossible to determine the true quality of services to be provided by respondent.
13. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated in the resulting agreement. Invoices must show Contract number.

14. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a Respondent, supplier, subRespondent, or consultant under contract with any public entity, and may not transact business with any public entity.
15. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a Respondent, supplier, subRespondent, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
16. **DRUG FREE WORKPLACE REQUIREMENTS** - Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All Respondents entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

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

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

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

18. **E-VERIFY** - Enrollment and verification requirements.

(1) If the Respondent is not enrolled as a Federal Respondent in E-Verify at time of contract award, the Respondent shall-

- a. Enroll. Enroll as a Federal Respondent in the E-Verify Program within thirty (30) calendar days of contract award;
- b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Respondent, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Respondent is enrolled as a Federal Respondent in E-Verify at time of contract award, the Respondent shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Respondent shall initiate verification of all new hires of the Respondent, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Respondent in E-Verify, the Respondent shall initiate verification of all new hires of the Respondent, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
      - ii. Employees assigned to the contract. For each employee assigned to the contract, the Respondent shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
  - (3) If the Respondent is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Respondent may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Respondent shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
  - (4) Option to verify employment eligibility of all employees. The Respondent may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Respondent shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
    - i. Enrollment in the E-Verify program; or
    - ii. Notification to E-Verify Operations of the Respondent's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
  - (5) The Respondent shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
    - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Respondent's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Respondent, will be referred to a suspension or debarment official.
    - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Respondent is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Respondent, then the Respondent must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Respondent is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Respondent through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Respondents.

Subcontracts. The Respondent shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

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

19. **COMPANY DATA AND ENROLLMENT IN SAM.GOV-** Prospective Respondents shall provide all company data requested by County and shall be registered in the SAM.gov database prior to award of a contract or agreement, except for
- A. Purchases under the micro-purchase threshold (\$3,500);
  - B. Contracts to support unusual or compelling needs

**Note: For respondent's convenience, requested information forms are enclosed and made a part of this package.**

20. **DEBARMENT AND SUSPENSION -** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Respondent shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.

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

21. **BYRD ANTI-LOBBYING AMENDMENT - (31 U.S.C. 1352):** Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award. The Respondent shall certify compliance.

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

22. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS –** Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

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

23. **INVESTIGATION OF RESPONDENT –** The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.

24. **CONE OF SILENCE CLAUSE –** A cone of silence shall be established on all County competitive selection processes. The cone of silence prohibits any communication regarding a ITB, RFP, ITQ, ITN, RFQ or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, Selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than Purchasing Department staff. **The Cone of Silence shall be in effect from the time of advertisement until contract award.** Each competitive solicitation shall provide notice of the cone of silence requirement. **FAILURE TO ADHERE TO THE CONE OF SILENCE PROVISIONS MAY RESULT IN DISQUALIFICATION OF THE RESPONDENT'S PROPOSAL.**

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

25. **REVIEW OF PROCUREMENT DOCUMENTS -** Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

26. **PROTECTION OF RESIDENT WORKERS –** The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and

controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

27. **EQUAL EMPLOYMENT OPPORTUNITY** - (As per Executive Order 11246) The Respondent may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The Respondent agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
28. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
29. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
30. **VENDORS ON SCRUTINIZED COMPANIES LISTS**  
Respondent, \_\_\_\_\_ certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately disqualify the Respondent and/or terminate any resulting Agreement for cause if the Respondent is found to have submitted a false certification as to the above or if the Respondent is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of this procurement and any resulting agreement. If the County determines that the Respondent has submitted a false certification, the County will provide written notice to the Respondent. Unless the Respondent demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Respondent. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Bidder, and the Respondent will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Respondent. If federal law ceases to authorize the states to adopt and enforce this prohibition shall be null and void.
31. **BUY AMERICAN PREFERENCE**  
The Respondent agrees to comply with 49 USC § 50101, which provides that Federal funds may



not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**32. DISTRACTED DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Respondent to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Respondent must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**33. ENERGY CONSERVATION REQUIREMENTS**

Respondent and SubRespondent agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

**34. PROHIBITION OF SEGREGATED FACILITIES**

The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

"Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

The Respondent shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**35. RIGHT TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions

rights as specified within 37 CFR §401.14.

Respondent must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

### **36. SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

### **37. TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### **38. TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Respondent must provide immediate written notice to the Owner if the Offeror/Respondent learns that its certification or that of a subRespondent was erroneous when submitted or has become erroneous by reason of changed circumstances. The Respondent must require subcontractors provide immediate written notice to the Respondent if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subRespondent: who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 1) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 2) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Respondent may rely on the certification of a prospective subRespondent that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Respondent or subRespondent knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

### **39. VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Respondent and all sub-tier Respondents must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**40. The following documents are to be submitted with the qualifications packet:**


- A. Indemnification and Hold Harmless
- B. Drug-Free Workplace Certification Form
- C. Conflict of Interest
- D. Federal E-Verify
- E. Cone of Silence Clause Form
- F. Company Data
- G. System for Award Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Recycled Content Form
- L. General Grant Funding Special Proposal Conditions
- M. Sworn Statement- Public Entity Crimes
- N. Anti-Collusion Statement
- O. Vendors on Scrutinized Companies list
- P. Tax Delinquency and Felony Convictions

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**INDEMNIFICATION AND HOLD HARMLESS**

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

HDR Engineering, Inc  
Respondent's Company Name

  
Authorized Signature – Manual

25 West Cedar Street, Suite 200 Pensacola, FL 32502  
Physical Address

John Wimberly, PE  
Authorized Signature – Typed

Same as above  
Mailing Address

Vice President  
Title

850.429.8900  
Phone Number

N/A  
FAX Number

850.525.7069  
Cellular Number

850.525.7059  
After-Hours Number(s)

5/26/20  
Date

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

DATE: 5/26/20

SIGNATURE: 

COMPANY: HDR Engineering, Inc.

NAME: John Wimberly, PE  
(Typed or Printed)

ADDRESS: 25 West Cedar Street  
Suite 200  
Pensacola, FL 32502

TITLE: Vice President

E-MAIL: john.wimberly@hdrinc.com

PHONE NO.: \*50.429.8900 (office)  
850.525.7069 (cell)

**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all respondents, 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.

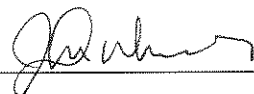
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO:   X  

NAME(S)	POSITION(S)

FIRM NAME:   HDR Engineering, Inc.  

BY (PRINTED):   John Wimberly, PE  

BY (SIGNATURE): 

TITLE:   Vice President  

ADDRESS:   25 West Cedar Street, Suite 200; Pensacola, FL 32502  

PHONE NO.:   850.429.8900  

E-MAIL :   john.wimberly@hdrinc.com  

DATE:   5/26/20

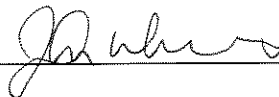
**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

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

DATE: 5/26/20

SIGNATURE: 

COMPANY: HDR Engineering, Inc.

NAME: John Wimberly, PE

ADDRESS: 25 West Cedar Street  
Suite 200  
Pensacola, FL 32502

TITLE: Vice President

E-MAIL: john.wimberly@hdrinc.com

PHONE NO.: 850.429.8900



**CONE OF SILENCE CLAUSE**

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitation to Quote, Invitation to Negotiate) issued by the Board through the County Purchasing Department.

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

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

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

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

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

I  representing HDR Engineering, Inc.  
Signature (John Wimberly, PE) Company Name

On this 26<sup>th</sup> day of May 2020 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

**COMPANY DATA**

Respondent's Company Name: HDR Engineering, Inc.

Physical Address & Phone #: 25 West Cedar Street  
Suite 25  
Pensacola, FL 32502  
   
 

Contact Person (Typed-Printed): John Wimberly, PE

Phone #: 850.429.8900

Cell #: 850.525.7069

Email: john.wimberly@hdrinc.com

Federal ID or SS #: Fed. ID# - 470680568

Respondent's License #: 4213

Fax #: N/A

Emergency #'s After Hours,  
Weekends & Holidays: 850.525.7069

## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

(1) Company legal business name.

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

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

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

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

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

(d) If the Offeror does not become registered in the SAM database in timely manner, the Contracting Officer

may proceed to award to the next otherwise successful registered Offeror.

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

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

Offerors SAM information:

Entity Name: HDR Engineering, Inc.

Entity Address: 25 West Cedar Street, Suite 200; Pensacola, FL 32502

Duns Number: 17-336-4006

CAGE Code: 4T3X9



**LOBBYING - 31 U.S.C. 1352, as amended**

CERTIFICATION REGARDING LOBBYING

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

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

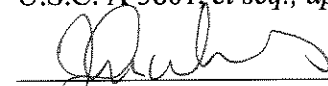
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

 Signature of Respondent's Authorized Official

John Wimberly, PE | Vice President Name and Title of Respondent's Authorized Official

5/26/20 Date

## **Government Debarment & Suspension**

### **Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

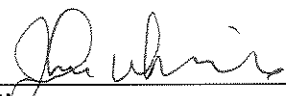
**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

John Wimberly, PE | Vice President  
\_\_\_\_\_  
Printed Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

5/26/20  
\_\_\_\_\_  
Date



**RECYCLED CONTENT FORM**

**RECYCLED CONTENT INFORMATION**

1. Is the material in the above: \_\_\_\_\_ or Recycled \_\_\_\_\_ (Check the applicable blank). If  
Virgin \_\_\_\_\_ No \_\_\_\_\_ No \_\_\_\_\_ recycled,  
what \_\_\_\_\_  
percentage \_\_\_\_\_ N/A \_\_\_\_\_ %.

Product Description: \_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is your product packaged and/or shipped in material containing recycled content?

Yes \_\_\_\_\_ No X \_\_\_\_\_

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?

Yes X \_\_\_\_\_ No \_\_\_\_\_

Specify: Paper used is Hammermill Color Copy Digital 28lb by International Paper. It is 100% Recyclable.  
\_\_\_\_\_  
\_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: John Wimberly, PE

E-Mail: john.wimberly@hdrinc.com

## GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

In case this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Respondent Compliance:** The Respondent shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
2. **Mandatory Disclosures:** The Respondent must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
3. **Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The Respondent must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime Respondent will require compliance of this provision by all sub-Respondents. Prior to contract award, the Respondent shall document efforts to assure that such businesses are solicited when there are potential sources; that the Respondent made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Respondent has established delivery schedules, where permitted, to encourage such businesses respond. Respondent and sub-Respondent shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-Respondents, as applicable, shall be included with the bid proposal.
4. **Davis-Bacon Act:** If applicable to this contract, the Respondent agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Respondents are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Respondents must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
5. **Copeland Anti Kick Back Act:** If applicable to this contract, Respondents shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Respondents are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
6. **Contract Work Hours and Safety Standards Act:** (40 U.S.C. 3701-3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Respondent is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act (42 U.S.C. 7401–7671q):** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387); as amended—The Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
9. **Procurement of Recovered Materials:** Respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Access to Records and Reports:**  
Respondent will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Respondent that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Respondent’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
11. **Federal Changes:** Respondent shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
12. **Termination for Default (Breach or Cause):**  
Contracts in excess of \$10,000 – If Respondent does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Respondent fails to perform in the manner called for in the contract, or if the Respondent fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Respondent setting forth the manner in which the Respondent is in default. The Respondent will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
13. **Safeguarding Personal Identifiable Information:**

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

14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.
16. **Energy Policy and Conservation Act (43 U.S.C. §6201):**  
All contracts except micro-purchases (\$3500 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

17. **Title VI Clauses for Compliance with Nondiscrimination Requirements:**

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

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

sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Respondent's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Respondent under the contract until the Respondent complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Respondent will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Respondent will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Respondent becomes involved in, or is threatened with litigation by a subRespondent, or supplier because of such direction, the Respondent may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Respondent may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all

of the programs or activities of the Federal-aid recipients, sub-recipients and Respondents, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**18. Federal Fair Labor Standards Act (Federal Minimum Wage):** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

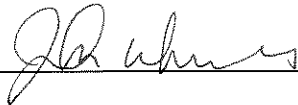
The Respondent] has full responsibility to monitor compliance to the referenced statute or regulation. The Respondent must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

**19. Occupational Safety and Health Act of 1970:**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Respondent must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Respondent retains full responsibility to monitor its compliance and their subRespondent’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Respondent must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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

DATE: 5/26/20

SIGNATURE: 

COMPANY: HDR Engineering, Inc.

NAME: John Wimberly, PE

ADDRESS: 25 West Cedar Street  
Suite 200  
Pensacola, FL 32502

TITLE: Vice President

E-MAIL: john.wimberly@hdrinc.com

PHONE NO.: 850.429.8900

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

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

1. This sworn statement is submitted for Okaloosa County Purchasing RFQ# PW 41-20
2. This sworn statement is submitted by HDR Engineering, Inc.  
Whose business address is: 25 West Cedar Street, Suite 200; Pensacola, FL 32502 and (if  
applicable) its Federal Employer Identification Number (FEIN) is 470680568. (If  
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
N/A
3. My name is John Wimberly and my  
relationship to the entity named above is Vice President
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:  
(1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]



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

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

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

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

Date: 5/26/20 Signature: [Handwritten Signature]

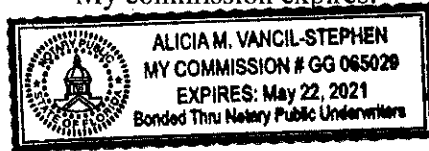
STATE OF: Florida

COUNTY OF: Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 26<sup>th</sup> day of May, in the year 2020.

[Handwritten Signature]  
Notary Public

My commission expires: May 22, 2021



\_\_\_\_\_  
Print, Type or Stamp of Notary Public

Personally Known  OR Produced Identification: \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid 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 bid list(s).

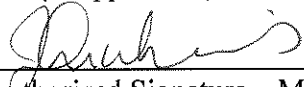
HDR Engineering, Inc.  
Bidder's Company Name

25 West Cedar Street, Suite 200  
Address

Pensacola, FL 32502  
Address

850.429.8900  
Phone #

470680568  
Federal ID # or SS #

  
Authorized Signature – Manual

John Wimberly, PE  
Authorized Signature – Typed

Vice President  
Title

N/A  
Fax #

Date Submitted: 5/26/20

**VENDORS ON SCRUTINIZED COMPANIES LISTS**

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

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

DATE: 5/26/20

SIGNATURE: 

COMPANY: HDR Engineering, Inc

NAME: John Wimberly, PE  
(Typed or Printed)

ADDRESS: 25 West Cedar Street  
Suite 200  
Pensacola, FL 32502

TITLE: Vice President

E-MAIL: john.wimberly@hdrinc.com

PHONE NO.: 850.429.8900

## **TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### **Certifications**

- 1) The applicant represents that it is (     ) is not ( **X** ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (     ) is not ( **X** ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

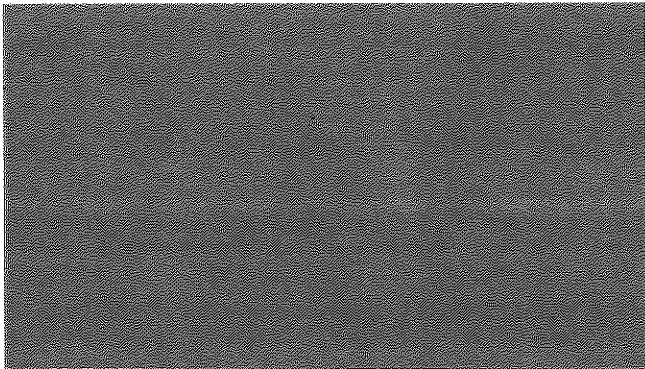


Okaloosa County Public Works

# EGLIN WEST AREA DEVELOPMENT PLAN

*RFQ PW 41-20*

May 28, 2020



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## Required Forms

### Respondent Acknowledgement

- A. Indemnification and Hold Harmless
- B. Drug-Free Workplace Certification Form
- C. Conflict of Interest
- D. Federal E-Verify
- E. Cone of Silence Clause Form
- F. Company Data
- G. System for Award Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Recycled Content Form
- L. General Grant Funding Special Proposal Conditions
- M. Sworn Statement- Public Entity Crimes
- N. Anti-Collusion Statement
- O. Vendors on Scrutinized Companies list
- P. Tax Delinquency and Felony Convictions

## Letter of Interest



May 28, 2020

Okaloosa County Purchasing Department  
Jeffrey Hyde, Purchasing Manager  
5479A Old Bethel Road  
Crestview, Florida 32536

Re: REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR THE EGLIN  
WEST DEVELOPMENT PLAN: RFQ Number: PW 41-20

Dear Selection Committee Members:

Eglin Air Force Base (AFB) is a direct supporter to our nation's defense and enhancing the safety and reliability of troop and equipment movements to the Eglin installation is critical to maintaining mission readiness and full operational capabilities. Additionally, it is critical Eglin maximizes their land-use to achieve their highest and best use of the valuable property adjacent to the Eglin AFB West Gate. Both components are achievable through joint cooperation of Eglin AFB and Okaloosa County that also provide direct benefits to each.

HDR has an extensive working relationship with Okaloosa County and Eglin AFB that includes the successful completion of multiple infrastructure projects, both large and small, that are direct contributors to maintaining and enhancing the local operational capabilities and providing direct economic gains to both entities. For example, the development of the Walter Spence Parkway was previously the largest Enhanced Use Lease (EUL) in the Air Force's inventory and returned approximately \$30 million in local project developments directly to the Eglin AFB installation. Advancing concepts from workshops with Eglin AFB, the Parkway was developed as a fast track initiative that came in under budget and ahead of schedule.

This program will also require a broad range of services to include not just technical knowledge related to roadway engineering, NEPA, and planning, it will also require experience that includes an understanding of the Air Force's EUL process, goals of community partnerships, economic development goals, strategic communications, grant facilitation with agencies such as OEA and FHWA, local public involvement, and working relationships with entities such as the FDOT and resource agencies that include USACE, USFWS, and FDEP.

Given the operational components of the program, additional services could potentially include unexploded ordnance (UXO) support, force protection designs, airfield pavement designs and reconfigurations of flight operations. HDR has national centers-of-expertise for these additional services specific to Air Force procedures that include both worldwide experience and experience on Eglin AFB itself.



For the HDR staff that will lead this Program, the continual objective of providing services is not to simply meet the minimal requirements of each assignment, but instead to continually exceed expectations. We have completed numerous projects for Okaloosa County within the Eglin community that include the design and construction of SR123, and the Hurlburt Overpass.

The intent of this proposal is to detail the requested items of the RFQ and to demonstrate HDR's added value through past project responsiveness, quality team members, and sound technical experience. HDR eagerly looks forward to maintaining the working relationship that has been established with our past project assignments.

The lead office for this contract is:

**HDR Engineering**

25 West Cedar Street  
Suite 200  
Pensacola, Florida 32502

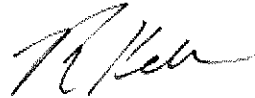
850.432.6800

Sincerely,

**HDR Engineering, Inc.**



BRAD COLLINS, PE  
Project Manager



ROBERT KELLNER, PE  
Project Principal/Vice President



#7 – Top 500 Design Firms  
 #6 – Top 20 in Water  
 #5 – Top 20 in Transportation  
 #6 – Top 20 in General Building  
 #11 – Top 20 in Bridges

#### HDR has experience in:

- Engineering Studies and Design Surveys
- Preparation of Plans, Specifications and Contract Documents
- Preparation of Cost Estimates
- Obtaining Necessary Federal, State, and Local Governmental Agency Permits
- Military Planning
- Construction Inspections
- Construction Management
- Contract Administration
- Project Completion Certifications and As-Builts
- Design-Build Services
- Road Reconstruction
- Signalization Projects
- Traffic Studies
- Land Planning, Design and Development
- Stormwater Management
- Erosion Control
- Environmental Investigations and Reports
- Water and Wastewater
- Parks and Recreation
- Facilities Management
- Subsurface Utility Engineering (Sue) Line Locate Management and Implementation
- Presentations to the Board of County Commissioners and the General Public
- Urban and Community Development
- Identification and Evaluation of Funding and Financing Sources
- Grant Applications
- Geotechnical Studies
- Architecture and/or Structural Engineering for New or Modified Structures
- Site Engineering
- Other - any type of project which may be under the purview of the public works department or any other county department.

## Business Credentials

### Introduction

HDR Engineering, Inc. is a design, planning, and sciences firm that has been providing clients with functional solutions to complex problems for more than 100 years. The HDR staff consists of nearly 10,000 persons representing 50 design and scientific disciplines in over 200 offices located worldwide. We have over 500 professional and technical staff in Florida.

Professional publications consistently rank HDR among the leading consulting and design firms. Engineering News Record has ranked HDR among the top 50 U.S. firms since 1976. Clients also rank HDR at the top—repeat business stands at more than 85 percent, a clear indication of client satisfaction and confidence.

Our diversity reflects a commitment to offering total services and, since its inception in 1917, HDR has continually broadened its fields of expertise.

#### Today, HDR Engineering, Inc. specializes in:

**TRANSPORTATION.** Highways, railroads, rail transit, transportation planning, bridges, tunnels, and airports.

**ECONOMIC AND FINANCE.** Project prioritization, financial scenarios and strategies, benefit-cost analysis, economic impact analysis, and grant assistance.

**ENVIRONMENTAL SCIENCE AND PLANNING.** NEPA support, wetland planning and design for restoration, enhancement, and creation projects, ecological monitoring, natural resource inventories, land management plans, and wildlife surveys.

**WATER.** Water treatment, storage and supply; dams and water control systems; stormwater management; floodplain studies; and wastewater treatment.

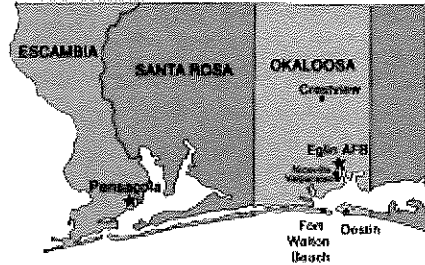
**CONSTRUCTION MANAGEMENT.** Construction observation and documentation, compliance with plans and specifications.

### Experience in Northwest Florida

For more than 30 years, HDR has supported the communities in Northwest Florida. Specific accomplishments associated with our Panhandle presence include:

<p><b>PROGRAM MANAGEMENT</b> such as Waiter Spence Parkway, SR 30 (US 98) Elevated Roadway at Tyndall Air Force Base PD&amp;E and Design-Build RFP, Hurlburt Field Main Gate.</p>	<p><b>ECONOMIC IMPACT ANALYSIS</b> for Southwest Crestview Bypass in Okaloosa County.</p>	<p><b>ENVIRONMENTAL IMPACT ANALYSIS</b> for an Aircraft Beddown and three Range Environmental Assessments for Eglin Air Force Base.</p>	<p><b>ROADWAY RECONSTRUCTION</b> such as CR 393 Rehabilitation, Old Antioch Road Rehabilitation, and numerous FDOT resurfacings.</p>	<p><b>PD&amp;E STUDIES</b> such as PJ Adams Parkway PD&amp;E, Mid-Bay Connector PD&amp;E, and the Hurlburt Field PD&amp;E.</p>
<p><b>MULTILANING DESIGNS</b> such as PJ Adams, SR 123, and Mid-Bay Bridge Authority Connector.</p>	<p><b>STORMWATER MANAGEMENT PROJECTS</b> such as Okaloosa County Stormwater Master Plan and Gap Creek Watershed Study.</p>	<p><b>MULTILANE BRIDGE DESIGN</b> at SR 79, SR 77, and SR 123.</p>	<p><b>ENVIRONMENTAL ASSESSMENTS</b> including wetlands permitting, wildlife surveys and biological assessments for protected species.</p>	<p><b>DESIGN BUILD</b> for the multi-laning of both SR 77 and US 331.</p>

As a result of these engagements, we have developed strong working relationships with key regulatory agencies including the Florida Department of Environmental Protection, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers. We have also developed relationships with regional stakeholders including FDOT, Mid-Bay Bridge Authority, Northwest Florida Transportation Corridor Authority, utility owners, and municipalities.

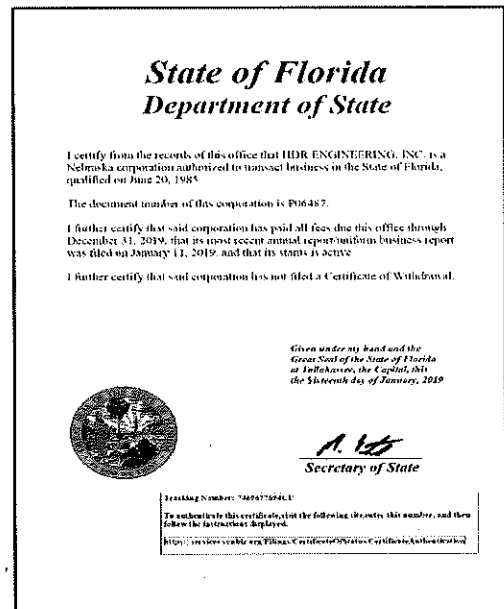
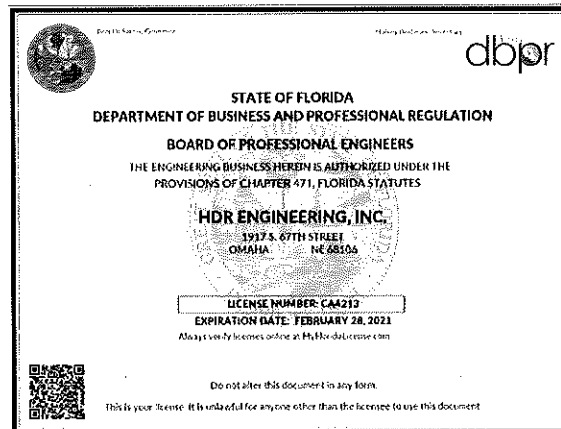


**Local HDR Staff**

Our proposed Project Manager, Brad Collins, PE, is based in our Pensacola office which features a staff of 27 professionals experienced in roadway design, land planning, traffic, stormwater management, environmental investigation, water, and wastewater. Our local staff makes quality service to Okaloosa County a top priority, and are supported by the national experts in HDR's extended network.

**Registration**

HDR has renewed our business license by the Florida Department of State and is awaiting an official certificate by mail.



## Specific Accomplishments

HDR has provided comprehensive services in partnership with Okaloosa County and Eglin AFB for over 20 years. Most of the following projects were located in Okaloosa County and included extensive coordination with Eglin AFB.

By working on these diverse projects, HDR has developed extensive relationships with staff and leadership from the County and Eglin AFB.

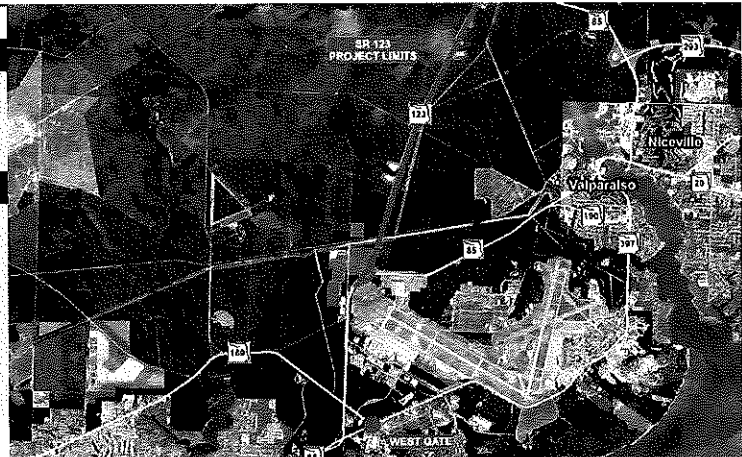
### SR 123 PD&E and Design

#### Florida Department of Transportation Specific Accomplishments

- PD&E Study
- Program Management
- Plans Preparation
- Permitting

#### HDR Staff

Brad Collins, PE	Josey Walker
Robert Kellner, PE	Frank Fu, PE
Jonathon Burchfield, PE	Allen Vinson, PE
Cory Wilkinson, AICP, CEP	Mick Garrett



**PD&E STUDY.** HDR completed the NEPA documentation for this project in preparation for FDOT's construction.

**PROGRAM MANAGEMENT.** HDR served as the direct line of communication between FDOT and AFB based on previous project success.

**PLANS PREPARATION.** HDR prepared final design plans for FDOT's construction.

**PERMITTING.** HDR secured the wetland and stormwater permits for the contractor to utilize during construction.

HDR provided PD&E services to study the widening of SR 123 from SR 85 South to SR 85 North from a two-lane rural facility to a four-lane divided rural facility. The project is located in Okaloosa County on Federal land owned by Eglin AFB. FHWA served as the lead agency and Eglin AFB was a cooperating agency.

The project required coordination with Eglin AFB regarding environmental impacts and avoidance of unexploded ordnance (UXO) contamination. In addition, the project featured extensive coordination with the U.S. Fish and Wildlife Service for environmental evaluation of potential impacts to the Okaloosa Darter, a threatened species, resulting in a Biological Opinion.

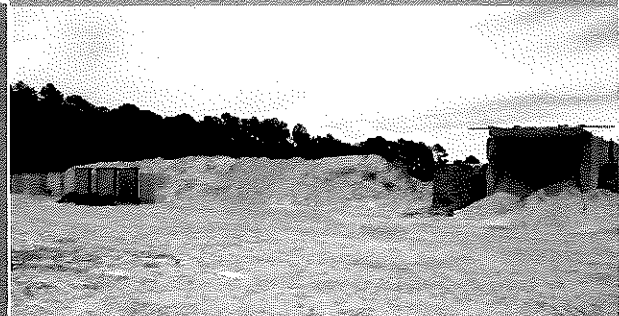
Upon completion and approval of the EA, HDR provided design services for the two to four-lane widening of SR 123 from North of Tom's Creek to North of Turkey Creek (1.9 miles). The project included roadway design, three bridges (an 830-ft bridge and two 75-ft bridges), three stormwater management ponds, and substantial coordination with Eglin AFB and the USFWS.

## Aircraft Beddown and Range Environmental Assessments

Eglin Air Force Base, Florida	
Specific Accomplishments	
<ul style="list-style-type: none"> <li>• EA &amp; FONSI</li> <li>• Socioeconomic Impact Analysis Study</li> <li>• Natural and Cultural Resources</li> </ul>	<ul style="list-style-type: none"> <li>• Noise Management</li> <li>• Air Quality</li> <li>• Community Involvement</li> <li>• Record Keeping</li> </ul>
HDR Staff	

Mick Garrett                      Josey Walker

HDR simultaneously prepared one aircraft beddown EA and three range management EAs (REAs) for Eglin AFB under a single task order to support activities by Air Force Special Operations Command, Air Force Research Laboratory, 96th Test Wing, and many others. HDR used one Task Order Manager to coordinate the project and four different EA Project Managers to conduct the EAs at the same time.



**EA & FONSI.** The aircraft beddown EA addressed demolition, construction (Squadron Operations Facility, one-bay hangar/aircraft maintenance unit, temporary flight simulator facility, permanent flight simulator facility), relocation of 524th Special Operations Squadron, and stand up of the 859 Special Operations Squadron (total of 169 personnel), and beddown of 18 additional C 146A aircraft to support AFSOC training and operations capabilities at Duke Field. Two of the three REAs addressed the authorization of maximum annual levels of activity (munitions expenditures, training activities, and supersonic flights) at various Test Areas within the Eglin Range. The third REA addressed a set of maintenance and repair activities for Test Areas, range roads, water crossings, borrow pits, landing zones, and drop zones within the Eglin Range. The third REA was stopped at the Draft EA stage due to government internal conflicts associated with the scope of the Proposed Action, the availability/existence of data to support NEPA analysis, and the necessary level of analysis.

**SOCIOECONOMIC IMPACT ANALYSIS.** Only the aircraft beddown EA had potential socioeconomic impacts that required detailed analysis, which included demographics, housing and schools, and employment characteristics. The impacts were associated with the economic benefits from the proposed demolition and construction and the addition of personnel and dependents.

**NATURAL AND CULTURAL RESOURCES.** Eglin AFB has a number of federal and state threatened and endangered species, architectural and archaeological resources, and associated surveys. Additionally, Eglin AFB has identified five federally recognized tribes that may have an affiliation with the land on the installation and has initiated government-to-government meetings with these tribes. The EAs included Section 7 consultation, Section 106 consultation, and Biological Opinions. Each EA also required a coastal consistency determination to address potential impacts on the coastal zone and consistency with the Florida Coastal Management Program.

**NOISE MANAGEMENT.** The EAs included analysis of noise impacts from proposed demolition, construction, vehicles, aircraft operations (subsonic and supersonic), and small arms and large-caliber munitions. Noise models such as BNOISE2 and PCBOOM were used to assess the potential noise from the proposed actions. In some instances, the existing noise modeling had to be updated to the current standards.

**AIR QUALITY.** HDR used the USAF Air Conformity Applicability Model (ACAM) to calculate air emissions from construction equipment, painting, particulates from soil disturbance, construction worker and USAF personnel commutes, building heating, and aircraft operations associated with the proposed actions. The EAs also included analysis of emissions from increased munitions use via a variety of munitions emissions factors. The air quality sections of the EAs considered greenhouse gas generation and potential climate stressors that could impact the proposed projects.

**COMMUNITY INVOLVEMENT.** The EAs and Draft FONSI were provided to the Florida State Clearinghouse for state agency review and advertised in the local newspaper for public review. Minimal public comments were received.

**RECORD KEEPING.** Each EA included an Administrative Record that contained the EA deliverables, references, figures and GIS data, consultations, community involvement documentation, client communication, and decision documents.

## SR 30 (US 98) Elevated Roadway at Tyndall Air Force Base PD&E and Design-Build RFP

### Florida Department of Transportation

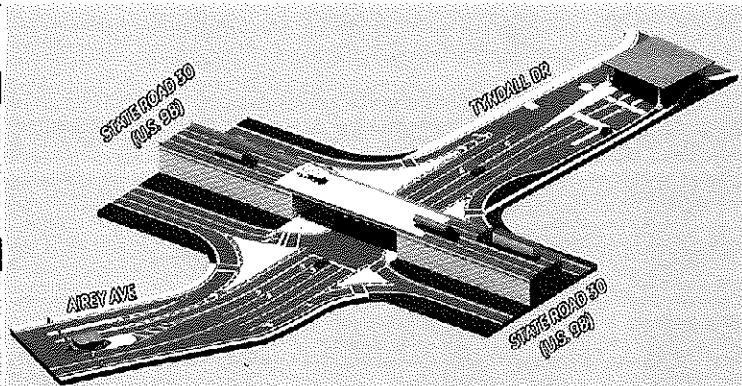
Bay County, Florida

#### Specific Accomplishments

- PD&E Study
- Program Management
- Plans Preparation
- Alternative Delivery
- Permitting

#### HDR Staff

Cory Wilkinson, AICP, CEP	Allen Vinson, PE
Steven Schnell, AICP	Josey Walker
Jonathon Burchfield, PE	Frank Fu, PE



HDR conducted this PD&E Study involving a one-mile segment of SR 30 (US 98) on Tyndall AFB in Bay County, Florida. It included engineering and environmental evaluation which resulted in an EA for approval by both FDOT and the Air Force. It was the first EA approved by FDOT D3 under NEPA Assignment allowing the project to advance to Design-Build.

The project considered dual needs to reduce east/west travel delays on US 98, and to improve north/south access for vehicles traveling between the north (flight line) and the south (supply) side of the base. Alternatives evaluated included a flyover to separate Tyndall AFB traffic from through traffic, alternative interchange configurations at Tyndall Drive, and vehicular queuing lanes for Tyndall AFB traffic. FHWA was the Lead Agency, and Tyndall AFB was a Cooperating Agency.

Upon completion and approval of the EA, HDR prepared the Design-Build Request for Proposals (RFP) package which included the project requirements, provisions of work, and the design and construction criteria along with the typical section package and conceptual plans.



**PROGRAM MANAGEMENT.** HDR provided a conceptual design of the preferred alternative as well as the Design-Build RFP package for a Design-Build Solicitation to construct the project for District 3.

**PLANS PREPARATION.** HDR prepared conceptual plans to be utilized with the Design-Build RFP package and also to be utilized in obtaining the permits for the project.

**ALTERNATIVE DELIVERY.** This project was identified as a Design-Build project by the Department. As such, HDR developed the concept plans and worked on a RFP package. Additionally, HDR worked with the Department Right-of-Way staff to secure the additional land required for the improvements.

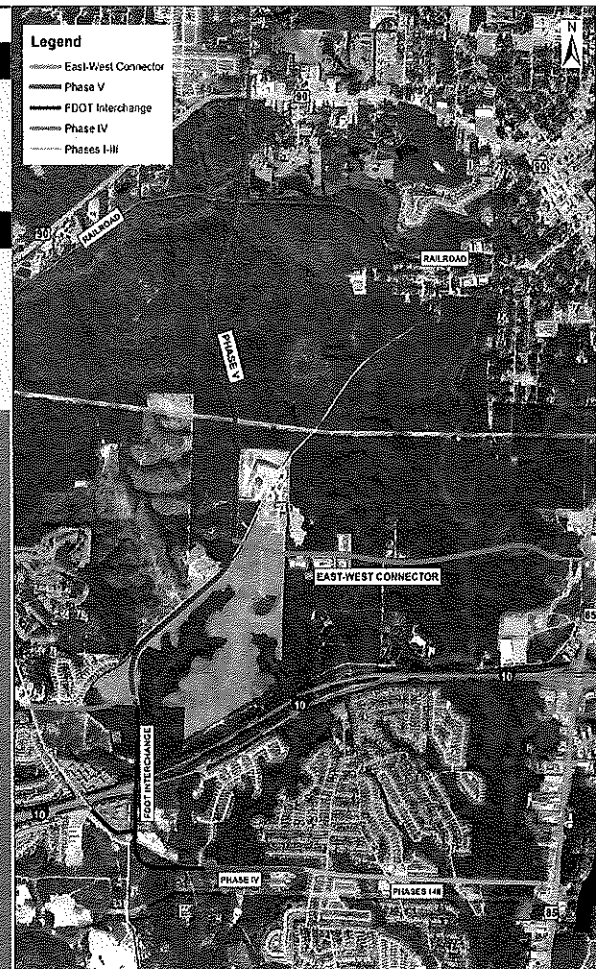
**PERMITTING.** HDR secured the wetland and stormwater permits for the contractor to utilize during construction.

## PJ Adams Parkway PD&E, Design, and Right-of-Way Acquisition

Okaloosa County Public Works   Okaloosa County, Florida	
Specific Accomplishments	
<ul style="list-style-type: none"> <li>• PD&amp;E Study</li> <li>• Plans Preparation</li> <li>• Right-of-Way Acquisition</li> </ul>	<ul style="list-style-type: none"> <li>• Permitting</li> <li>• Economic Analysis Support</li> </ul>
HDR Staff	
Brad Collins, PE	Cory Wilkinson, AICP, CEP
Frank Fu, PE	Josey Walker
Allen Vinson, PE	Mick Garrett
Jonathon Burchfield, PE	Robert Kellner, PE

The PJ Adam's Parkway first started as intersection improvements to the SR 85/PJ Adams Parkway intersection. Through multiple funding sources facilitated by Okaloosa County, with support from HDR, the original project has evolved into a multi-phased by-pass corridor that extends from SR 85, immediately south of Crestview, to the west along PJ Adams and turns to the north along a virgin alignment to US 90.

HDR has supported the County through all phases of the program to include a major PD&E study, roadway designs, along with environmental and right-of-way support services. This is presently the largest capital program developed by the County. It is presently on an accelerated schedule to meet aggressive grant requirements, and all project components are on track for an on-time completion.



**A detailed description of HDR’s activities to date is listed below:**

**PD&E STUDY.** HDR completed a PD&E Study for the entirety of the Crestview Bypass. This NEPA documentation is being utilized for the current design of Phase V of the Bypass.

**PLANS PREPARATION.** HDR provided construction engineering drawings for the intersection improvements at SR 85 and the first three phases of the Bypass. These phases are for the multi-lane widening of the existing PJ Adams from two to four lanes. HDR is also developing contract documents and drawings for the remaining phases of the Bypass with construction scheduled to start in 2021.

**Plan sets include the following:**

**RIGHT-OF-WAY ACQUISITION.** HDR provided comprehensive to include appraisals and negotiations. HDR’s design project manager was engaged throughout the process to allow an acceleration of the program schedule by making immediate design changes if it helped facilitate negotiations with property owners while still meeting the requirements of the roadway expansion.

- Roadway
- Drainage
- Noise Walls
- Box Culvert Extensions
- Retaining Wall
- Signalization
- Signing and Pavement Marking
- Water Main Relocations

**PERMITTING.** The HDR team is responsible for obtaining the stormwater and wetland permits for all phases of the Bypass to include negotiations with a local wetland mitigation bank to meet the mitigative requirements of the permits.

**ECONOMIC PERFORMANCE EVALUATION.** As a component of the PD&E phase, several cost estimates, R/W estimates and financial analysis of the improvements were developed. These cost estimates were utilized as the basis for securing TRIP and LAP funds as well as the basis for a local grant with the TRIUMPH Corporation. Original cost estimates have been consistent throughout all phases of the design and construction development.

## Walter Spence Parkway Development

<b>Mid-Bay Bridge Authority   Okaloosa County, Florida</b>	
<b>Specific Accomplishments</b>	
• PD&E Study	• Permitting
• Program Management	• Construction Engineering & Inspection
• Plans Preparation	
• Right-of-Way Acquisition	
<b>HDR Staff</b>	
Robert Kellner, PE	James VanSteenburg, PE
Brad Collins, PE	Josey Walker
Jonathon Burchfield, PE	Mick Garrett
Allen Vinson, PE	Larry Mickenhime
Alicia Stephen	Valerie Jackson





**PD&E STUDY.** HDR completed the NEPA documentation for this project in parallel with the design to accelerate final construction. The EA was coordinated with Eglin AFB staff and was signed by the Air Force.

**PROGRAM MANAGEMENT.** Similar to the needs of this project, HDR's staff served as an extension of the Authority's staff and worked hand in hand to support all phases of the Connector development. The plan sets were developed, construction contracts and specifications drafted, and contract administration handled with HDR staff working at the direction of the Authority.

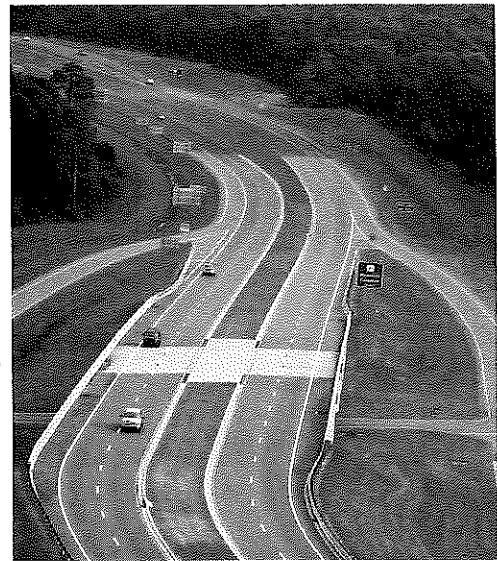
**PLANS PREPARATION.** HDR developed the plan sets for the Walter Spence Parkway Connector. Plan sets were developed in accordance with FDOT and AASHTO design criteria and requirements. Components of the plans included 11 miles of roadway plans with five grade separated interchanges, five bridge crossings along with ancillary components to include drainage, bridge, landscaping, signalization, signing and pavement marking, and electronic toll plaza.

**RIGHT-OF-WAY ACQUISITION.** The entirety of right-of-way required for the Walter Spence Parkway was obtained from Eglin AFB and one private property owner. HDR assisted the Authority in negotiations with both of these entities. The process utilized for the Eglin property was a value-based action that followed the procedures of the DOD's Enhanced Use Lease (EUL) procedures. At the time of execution, it was the largest real estate action within the USAF worldwide to follow the EUL process.

**PERMITTING.** HDR obtained the stormwater and wetland permits for the Walter Spence Parkway. This project crossed five streams inhabited by the then endangered Okaloosa Darter. HDR's intense coordination with the permitting agencies kept the project on schedule while also being an important component of the Okaloosa Darter being delisted as a threatened and endangered species.

The wetland mitigation for the Connector was obtained by an early conservation purchase from the Nokuse Plantation, which was not opened at the time. This is the same process which Phases I-III currently utilizing to obtain mitigation credit from the Gin Hole Mitigation Bank located on the Yellow River.

**CONSTRUCTION ENGINEERING AND INSPECTION.** HDR oversaw the entirety of construction for the Mid-Bay Projects. Throughout the construction, with continual updates and project production communicated to the Authority.



HDR was the Program Manager and responsible to the Mid-Bay Bridge Authority for all phases of the development of the Walter Spence Parkway, which is an 11-mile limited access toll facility. The facility was a virgin alignment roadway mostly located on Eglin Air Force Base property.

The NEPA documentation and design were developed through initial workshops with Eglin AFB and eventually developed concurrently to accelerate the project schedule. Weekly meetings with Eglin AFB officials and intense communication with the FDEP, USACE and USFWS were required to keep the project on schedule.

As a direct extension of Mid-Bay's staff, HDR prepared the initial NEPA documents, developed alternative cost estimates, completed the designs, prepared the bid packages, and oversaw the construction of the entire corridor. During construction, HDR continued to facilitate communication with the project stakeholders.

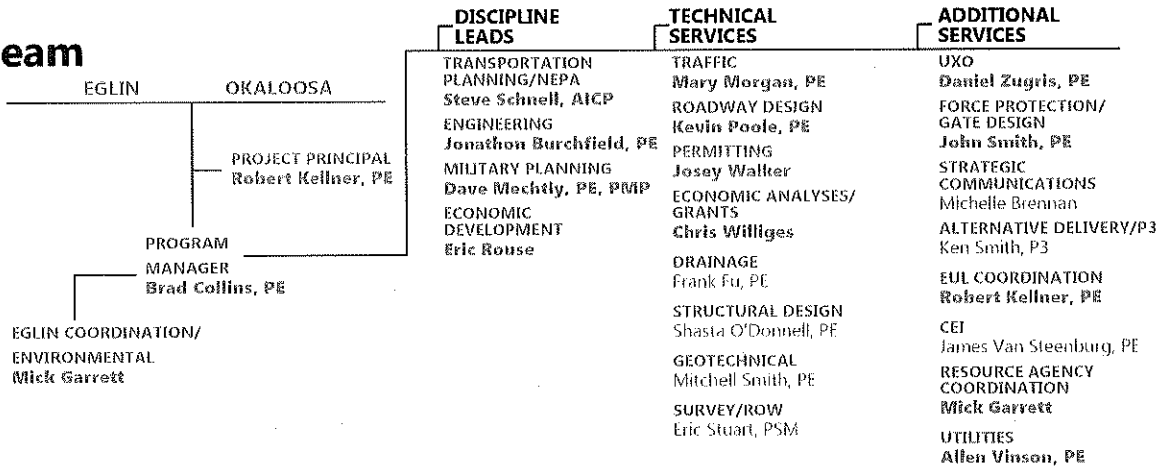
In the end, the project was completed under budget and ahead of schedule.

## Areas of Expertise

HDR is a national firm with an established local presence qualified in over 50 design and scientific disciplines. We have demonstrated expertise in all areas identified in the RFP.

PROJECT	PROGRAM MANAGEMENT	PLANS PREPARATION	PD&E STUDY / NEPA	ROADWAY AND DRAINAGE DESIGN	PERMITTING	ECONOMIC EVALUATION	ALTERNATIVE DELIVERY	REAL ESTATE COORDINATION / ROW	EGLIN AFB COORDINATION	FDOT COORDINATION	UXO	TRAFFIC PLANNING / ANALYSIS	PUBLIC ENGAGEMENT
Eglin AFB Aircraft Beddown and Range Environmental Assessments	■		■						■				
SR 123 PD&E and Design	■	■	■	■	■	■	■	■	■	■	■	■	■
SR 30 (US 98) Elevated Roadway at Tyndall Air Force Base PD&E and Design-Build RFP	■	■	■	■	■	■	■	■	■	■		■	■
PJ Adams Parkway	■	■	■	■	■	■	■	■		■		■	■
Walter Spence Parkway	■	■	■	■	■	■	■	■	■	■	■	■	■
Hurlburt Main Gate Overpass	■	■	■	■	■	■	■	■	■	■		■	■
Brooks Bridge Replacement Study	■	■	■	■	■	■	■	■	■	■		■	■
Okaloosa-Walton Transportation Planning Organization General Planning Consultant	■	■		■		■			■	■		■	■
SR 85 PD&E	■	■	■	■		■		■	■	■		■	■
US 331 Design-Build	■	■		■	■	■	■	■	■	■		■	■
Foy Shaw Parkway PD&E and Design	■	■	■	■	■	■	■	■		■		■	■
SR 77 Design-Build	■	■		■	■	■	■			■		■	■
Florida-Alabama Transportation Planning Organization General Planning Consultant	■			■		■			■	■		■	■
US 98 Okaloosa/Eglin Multiuse Path	■	■	■	■	■	■		■	■	■		■	■

## Our Team





Brad Collins, PE   Project Manager	
Education	Registration
MBA, University of West Florida, 2006   Bachelor of Science, Civil Engineering, Auburn University, 2003	Professional Engineer, FL
HDR Tenure	Industry Tenure
19 Years	19 Years

Brad is presently the Program Manager, responsible for all components, for the development of the Southwest Crestview By-Pass and is the past Design Project Manager for the Walter Spence Parkway. Both projects include expansions of existing roadways and the development of new virgin alignments. Success on these projects requires a full comprehension of integrating complex technical requirements with the requirements of multiple entities. This past program experience combined with many other complex programs, to include alternative delivery contracts, will prove valuable as the Eglin West Gate concepts are developed.

Mr. Collins has over 19 years of professional experience in the State of Florida, and has worked on a variety of projects for Okaloosa County ranging from PD&E to complex design. His duties on these projects included project management, subconsultant management, geometric design, traffic studies, signing and marking plans, signal design, utility coordination, permitting agency coordination, maintenance of traffic plans, and public involvement workshops.

RELEVANT EXPERIENCE

- Okaloosa County Public Works, Crestview Bypass Program Management**  
Okaloosa County, Florida

PROGRAM MANAGER. Responsible for the overall technical and management support to Okaloosa County for the development of a multi-laned highway bypass that includes 6 miles of virgin alignment highway spanning critical environmental habitats. The corridor also integrates into newly proposed interchange on I-10 that requires extensive coordination with FDOT. The Program is on an accelerated schedule which was specified by the requirements of a 3rd party discretionary grant entity (Triumph). By providing expanded regional highway capacity, this Program is a direct benefit to the northern region of Okaloosa County and Eglin AFB. HDR is facilitating the design, permitting, right-of-way acquisition, grant requirements and construction inspection.
- Mid-Bay Bridge Authority (MBBA), Walter Spence Parkway (Phases 1, 2, & 3)**  
Okaloosa County, Florida

PROJECT MANAGER. Mr. Collins was responsible for all aspects of the project engineering design. An 11 mile, limited access, 4-lane highway corridor with five waterway crossing and five grade-separated interchanges at key roadway crossings, this Project was designed and constructed with joint cooperation between the MBBA and Eglin AFB with an extensive amount of dialogue with Okaloosa County and the Florida Department of Transportation. Given the accelerated schedule to develop the project, Mr. Collins was responsible for coordinating multiple design teams to include interaction with over 20 HDR design support offices. The designs were also integrated with critical environmental habitats to protect wildlife unique to Eglin and Okaloosa County.
- FDOT D3, SR 77 Design-Build**  
Washington County, Florida

PROJECT MANAGER. Overall design of a multi-laning, highway expansion that was procured as a design-build project. The project consists of approximately 14 miles of roadway construction through Washington County, Florida and includes stormwater design, roadway design, bridge design, permitting, signing and pavement marking, landscape opportunity plans, and public involvement.

**FDOT D3, US 331 Design-Build**  
Walton County, Florida

**PROJECT MANAGER.** Overall design of a multi-laning, highway expansion that was procured as a design-build project. The project consists of approximately 12 miles of roadway construction through Walton County with portions aligned along the eastern border of Eglin AFB. Components of the job included stormwater design, permitting, JPA Utility design, signing and pavement marking, signalization, and public involvement.



**Mick Garrett** | *Eglin Air Force Base Coordination* | *Environmental*

**Education**

Bachelor of Science, Biological/Life Sciences (Marine Biology), University of West Florida, 1994

**HDR Tenure**

18 Years

**Industry Tenure**

26 Years

Mr. Garrett has 26 years' experience in environmental project management, NEPA documentation, environmental permitting, wetland delineations, developing wetland restoration and remediation plans, stream restoration activities, conducting threatened/ endangered species surveys, and regulatory agency coordination for a variety of governmental agencies and private clients throughout Northwest Florida.

**RELEVANT EXPERIENCE**

**FDOT District 3, SR 123 PD&E and Design**  
Okaloosa County, Florida

**ENVIRONMENTAL PROJECT MANAGER.** Mr. Garrett provided environmental project management necessary to develop conceptual plans for the widening of State Road 123 in Okaloosa County, Florida on federal land owned by Eglin Air Force Base (AFB). Mr. Garrett managed the coordination with Eglin AFB personnel that resulted in an Environmental Assessment/Finding of No Significant Impact by two federal agencies: the Federal Highway Administration (as the Lead Agency), and the U.S. Department of Defense, Air Force (as the Cooperating Agency). Mr. Garrett also coordinated unexploded ordnance avoidance services with Eglin AFB and FDOT in order to advance the project to construction.

**Aircraft Beddown and Range Environmental Assessments**  
Eglin Air Force Base, Florida

**ENVIRONMENTAL PROJECT MANAGER.** HDR simultaneously prepared one aircraft beddown EA and three range management EAs (REAs) for Eglin AFB under a single task order to support activities by Air Force Special Operations Command, Air Force Research Laboratory, 96th Test Wing, and many others. The aircraft beddown EA addressed demolition, construction (Squadron Operations Facility, one-bay hangar/aircraft maintenance unit, temporary flight simulator facility, permanent flight simulator facility), relocation of 524th Special Operations Squadron, and stand up of the 859 Special Operations Squadron (total of 169 personnel), and beddown of 18 additional C 146A aircraft to support AFSOC training and operations capabilities at Duke Field.

**Okaloosa County Public Works, PJ Adams Parkway PD&E, Design, and Right-of-Way Acquisition**  
Okaloosa County, Florida

**ENVIRONMENTAL PROJECT MANAGER.** HDR is providing Program Management for the development of the Southwest Crestview Bypass that includes all components. Mr. Garrett is responsible for wetland delineations, wetland bank mitigation coordination, critical habitats and permitting support.

**Mid-Bay Bridge Authority (MBBA), Walter Spence Parkway (Phases 1, 2, & 3)**  
Okaloosa County, Florida

ENVIRONMENTAL PROJECT MANAGER /TECHNICAL LEAD/AUTHOR. Mr. Garrett was responsible for project management, preparation, and submittal of all environmental documentation (Environmental Baseline Survey, Environmental, Biological, and Cultural Resource Assessments) in compliance with NEPA. Extensive coordination with Eglin AFB and all applicable environmental and regulatory agencies. Mr. Garrett was responsible for the development of an overall Environmental Assessment (EA) and subsequent supplemental EA for an eleven-mile limited access highway on Eglin AFB for the Mid-Bay Bridge Authority. Critical components included wetlands, threatened and endangered species, floodplains, unexploded ordnances, and mission impacts.

**Department of the Air Force, Eglin AFB, Fort Rucker Recreational Facility (Test Area D-84)**  
Eglin Air Force Base, Florida

SENIOR ENVIRONMENTAL SCIENTIST. Mr. Garrett was responsible for NEPA related activities such as preparation of an Environmental Assessment, performed submerged aquatic vegetation surveys, and formal Endangered Species Act consultation with the U.S. Fish & Wildlife Service and National Marine Fisheries Service for gulf sturgeon and Florida manatee for a marine dredging project for use during military training activities. The project included an access channel, pier structure, boat ramp, and shoreline protection structures.



**Robert Kellner, PE | Project Principal | EUL Coordination**

Education	Registration
Bachelor of Science, Civil Engineering, Johns Hopkins University, 1993	Professional Engineer, FL
HDR Tenure	Industry Tenure
23 Years	38 Years

Mr. Kellner has been responsible for project coordination and management on major civil projects throughout the entire Florida Panhandle to include specific projects on Eglin AFB and with Okaloosa County where he has successfully developed projects for over 20 years. He also has nationwide experience with a familiarity with DOD and FHWA requirements and the ability to draw on any immediately needed technical resources. Mr. Kellner's broad range of engineering experience includes major civil infrastructure projects that include program management, direct supervision of project design production, and coordination of roadway, civil/site, geotechnical, and structural disciplines. He is commonly responsible for oversight on construction implementation and brings the needed technical knowledge and internal coordination experience necessary for the successful development of the Eglin West Gate Area.

Balanced with the above technical requirements needed for this program, Mr. Kellner's experience also includes an understanding of US Air Force procedures, Eglin operations, NEPA requirements, Force Protection designs, and multiple agency coordinations. All of which must ultimately optimize the highest and best use of Eglin's land and provide the greatest return on investment.

RELEVANT EXPERIENCE

**Okaloosa County Public Works, Crestview Bypass Program Management**  
Okaloosa County, Florida

**PROJECT PRINCIPAL.** HDR is currently serving as the Program Manager for the development of the Southwest Crestview Bypass. Mr. Kellner is responsible directly to the County staff to ensure optimal execution of the program that includes compliance with the schedule and program cost estimates. Staffing requirements, that are also balanced with overall project requirements, are anticipated to ensure seamless production is maintained and to avoid any delays or disruptions. The Program is presently being developed under a critical path with all major milestones being achieved.

**Mid-Bay Bridge Authority (MBBA), Walter Spence Parkway (Phases 1, 2, & 3)**  
Okaloosa County, Florida

**PROJECT PRINCIPAL.** Mr Kellner was responsible for all phases of this Program to include active participation with the development of the original project concepts, through the original Planning and NEPA phases, through all components of the roadway and bridge designs, and the ultimate oversight of the construction. As the first discussions were initiated for the Program, the common feedback was adverse and non-cooperative. However, through continual engagement with numerous entities, the Program was embraced by the community and returned multiple benefits. It was considered as a model for project development that included value back to Eglin through local capital projects, delisted a threatened and endangered fish species, provided expanded wildlife habitats, reduced existing pollutant loadings, supported existing utility expansions, upgraded adjacent county and state road systems, supported long-term environmental research, protected sensitive archeological sites, along with many other benefits, but most importantly, it provided additional regional highway capacity with actual construction of a new highway corridor.

**FDOT D3, SR 77 Design-Build**  
Washington County, Florida

**PROJECT PRINCIPAL.** Overall design of a multi-laning, highway expansion that was procured as a design-build project. The project consists of approximately 14 miles of roadway construction through Washington County, Florida and includes stormwater design, roadway design, bridge design, permitting, signing and pavement marking, landscape opportunity plans, and public involvement.

**FDOT D3, US 331 Design-Build**  
Walton County, Florida

**PROJECT PRINCIPAL.** Overall design of a multi-laning, highway expansion that was procured as a design-build project. The project consists of approximately 12 miles of roadway construction through Walton County with portions aligned along the eastern border of Eglin AFB. Components of the job included stormwater design, permitting, JPA Utility design, signing and pavement marking, signalization, and public involvement.



**Steve Schnell, AICP** | *Transportation Planning / NEPA*

Education	Registration
Bachelor of Arts, Urban Planning, University of Cincinnati, 2000	American Institute of Certified Planners
HDR Tenure	Industry Tenure
19 Years	19 Years

Mr. Schnell has 19 years' experience including design and project management on multi-discipline transportation, planning, and maritime projects. He has been involved in numerous NEPA related studies, including Environmental Impacts Statements, for FDOT Districts 2, 3, 4 and 6 and has experience working as a NEPA Practitioner on multiple large-scale projects around the country.

## RELEVANT EXPERIENCE

**Okaloosa County Public Works, PJ Adams Parkway PD&E, Design, and Right-of-Way Acquisition**

Okaloosa County, Florida

SENIOR ADVISOR. HDR provided PD&E services for the addition of capacity between SR 85 at PJ Adams Parkway and SR 10 at Antioch Road near Crestview, Florida. The study included multiple alignment alternatives, consideration of a new interchange at I-10, an IJR Fatal Flaw Analysis, evaluation of wetland impacts, avoidance of floodplains, and extensive public involvement. The project featured stormwater and drainage improvements, sidewalks, bicycle lanes, improvements at three signalized intersections, a four-lane overpass at SR 8 (I-10), and a four-lane overpass at the CSX railroad (currently an at-grade crossing). HDR prepared an EA and FHWA LDCA was issued.

**FDOT D3, SR 30 (US 98) Elevated Roadway at Tyndall Air Force Base PD&E and Design-Build RFP**

Bay County, Florida

SENIOR ADVISOR. This PD&E Study involved a one-mile segment of SR 30 (US 98) on Tyndall AFB in Bay County, Florida. It included engineering and environmental evaluation which resulted in an EA for approval by both FDOT and the Air Force. It was the first EA approved by FDOT D3 under NEPA Assignment, allowing the project to advance to Design-Build. The project considered dual needs to reduce east/west travel delays on US 98, and to provide north/south access improvement for vehicles traveling between the north (flightline) and the south (supply) side of the base. FHWA was the Lead Agency, and the Tyndall AFB was a Cooperating Agency.

**Okaloosa County, Foy Shaw Parkway PD&E Extension**

Okaloosa County, Florida

PROJECT MANAGER. HDR provided both PD&E and Design services for Foy Shaw Parkway which will be a new 2-mile roadway to provide access from U.S. Highway 90 (East James Lee Boulevard) to the Bob Sikes Airport in Crestview, Florida. The study included multiple alignment alternatives, evaluation of wetland impacts, avoidance of floodplains, and public involvement. An SEIR was prepared to meet the needs of both FDOT and Okaloosa County. The new roadway typical section will consist of two 12-foot travel lanes and 6-foot shoulders (5-foot paved) within a new 150-foot wide corridor.

**FDOT District 3, Brooks Bridge Replacement Study PD&E**

Fort Walton Beach, Florida

PROJECT MANAGER. HDR conducted a Project Development and Environment Study to evaluate options for replacing the existing Brooks Bridge in Fort Walton Beach, Florida. The existing bridge is structurally deficient and does not meet current US Coast Guard clearance requirements. HDR evaluated alternatives for the type, design, and location of the replacement bridge in addition to evaluating intersection improvements for the approaching roadways and intersections. The study involves preparing an Environmental Assessment for FHWA approval and the use of a Stakeholder Advisory Group for input on replacement alternatives.

**FDOT District 3, Santa Rosa Sound Alternate Crossing Evaluation (ACE)**

Okaloosa County, Florida

PROJECT MANAGER. Mr. Schnell served as PM for the preparation of an Alternative Corridor Evaluation Report (ACER). The intent of the study was to evaluate the feasibility for another bridge crossing of the Gulf Intracoastal Waterway in the vicinity of Fort Walton Beach and Okaloosa Island. HDR prepared the ETDM materials, Methodology Memorandum, ACER and also conducted a series of public and stakeholder advisory group workshops. Ten new alternative corridors were evaluated, approximately seven miles in length, which were presented to the public at a Corridor Workshop in August 2016. The final ACER was approved in May 2017.





**Jonathon Burchfield, PE | Roadway**

Education	Registration
Bachelor of Science, Civil Engineering, University of Florida, 2003	Professional Engineer, FL
HDR Tenure	Industry Tenure
14 Years	16 Years

Mr. Burchfield is experienced in roadway, drainage and traffic signal design both in urban and rural settings. He has experience preparing specifications and contract documents for municipalities and department of transportation agencies. His design experience includes horizontal and vertical alignments, signals, widening and resurfacing. Mr. Burchfield has completed numerous projects throughout the State of Florida for FDOT Districts 1, 2, 3 and 5. He is well-versed in AutoCAD, Microstation, and GeoPak.

RELEVANT EXPERIENCE

**FDOT District 3, SR 123 PD&E and Design**  
Okaloosa County, Florida

PROJECT ENGINEER. HDR provided PD&E services to study the widening of SR 123 from SR 85 South to SR 85 North from a 2-lane rural facility to a 4-lane divided rural facility. The project is located in Okaloosa County on Federal land of the Eglin Air AFB. FHWA served as the lead agency and Eglin AFB as a cooperating agency. The project required coordination with Eglin AFB regarding environmental impacts and avoidance of unexploded ordnance contamination. In addition, the project featured extensive coordination with the U.S. Fish and Wildlife Service for environmental evaluation of potential impacts to the Okaloosa Darter, a threatened species, resulting in a Biological Opinion. An EA was prepared to meet the needs of both FHWA and Eglin AFB. Location Design Concept Acceptance (LDCA) was issued by FHWA, and Eglin AFB used the project documentation to process an independent FONSI/FONPA.

**FDOT D3, SR 30 (US 98) Elevated Roadway at Tyndall Air Force Base PD&E and Design-Build RFP**  
Bay County, Florida

PROJECT ENGINEER. This PD&E Study involved a one-mile segment of SR 30 (US 98) on Tyndall AFB in Bay County, Florida. It included engineering and environmental evaluation which resulted in an EA for approval by both FDOT and the Air Force. It was the first EA approved by FDOT D3 under NEPA Assignment, allowing the project to advance to Design-Build. The project considered dual needs to reduce east/west travel delays on US 98, and to provide north/south access improvement for vehicles traveling between the north (flightline) and the south (supply) side of the base. FHWA was the Lead Agency, and the Tyndall AFB was a Cooperating Agency.

**Okaloosa County Public Works, PJ Adams Parkway PD&E, Design, and Right-of-Way Acquisition**  
Okaloosa County, Florida

PROJECT ENGINEER. HDR provided PD&E services for the addition of capacity between SR 85 at PJ Adams Parkway and SR 10 at Antioch Road near Crestview, Florida. The study included multiple alignment alternatives, consideration of a new interchange at I-10, an IJR Fatal Flaw Analysis, evaluation of wetland impacts, avoidance of floodplains, and extensive public involvement. The project featured stormwater and drainage improvements, sidewalks, bicycle lanes, improvements at three signalized intersections, a four-lane overpass at SR 8 (I-10), and a four-lane overpass at the CSX railroad. HDR prepared an EA and FHWA LDCA was issued.



**FDOT District 3, SR 173 (Blue Angel Parkway) Design**  
Escambia County, Florida

PROJECT ENGINEER. HDR prepared design plans for the two to four-lane widening of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to approximately 2,000 feet north of SR 30 (US 98). The project included stormwater ponds, drainage improvements, sidewalks, bicycle lanes, utility relocations, and improvements at three signalized intersections. With the exception of corner clips at major intersections and stormwater ponds, the design focused on fitting the project within existing right-of-way.

**FDOT District 3, SR 390 Multi-Lane Design**  
Bay County, Florida

PROJECT ENGINEER. HDR prepared design plans for this 1.6 mile multilane project which involved the widening of an existing two-lane facility to six lanes in an urban setting and included public involvement, three stormwater management ponds, four signalized intersections, coordination with utility owners, environmental coordination, permit support, a box culvert extension, a box culvert replacement, and Level 3 TCP plans.



**Dave Mechtly, PE, PMP | Military Planning**

Education	Registration
Bachelor of Science, Science, United States Military Academy, 1977 Master of Science, Technology, Eastern Illinois University, 1992	Professional Engineer, VA, CO
HDR Tenure	Industry Tenure
14 Years	16 Years

Mr. Mechtly’s 40 years of professional experience includes producing UFC 2-100-01-compliant master plans (since 2012), developing master, utility and transportation infrastructure plans that are seamlessly integrated into overall installation long-term IDPs while incorporating sustainable and resilient planning design practices. He has been providing related facilities and installation planning management services since his retirement as an Army Engineer Officer in 1997. He has experience implementing the appropriate planning and design guidance from applicable UFCs and service specific design guides. Mr. Mechtly has overseen successful military contract construction programs and has expertise in master planning, infrastructure assessments, and DD Form 1391 documentation. He has been significantly engaged in DoD facilities and infrastructure planning and programming.

RELEVANT EXPERIENCE

**USACE Huntsville, U.S. Army Garrison Infrastructure Capacity & Traffic Engineering Analysis**

Fort Gordon, Georgia

SENIOR PROJECT MANAGER. Mr. Mechtly provided a full spectrum of project management services from scope review and evaluation, client and customer communications, and the coordination of technical staff in conducting the technical preparation and production. Mr. Mechtly also oversaw the production of a detailed load analysis for the future infrastructure systems with project recommendations and initial rough order of magnitude (ROM) programming cost estimates identified to resolve infrastructure system deficiencies. The studies provided a macro planning level of scoping to ensure that adequate capacity and reliable distribution systems were identified to support the existing and known future facility loads/demands. This project provided a planning-level ICA and a Traffic Analysis at Fort Gordon, GA, that determined the installation’s ability to support future growth. The ICA provided an assessment to ensure that adequate capacity and reliable distribution systems were identified to support the

existing and known future facility loads/demands. HDR executed utility and traffic infrastructure studies in alignment with applicable UFCs to support the comprehensive installation master plan.

**USACE Fort Worth, Hub Area Energy & Sustainability Component Plan**  
Fort Polk, Louisiana

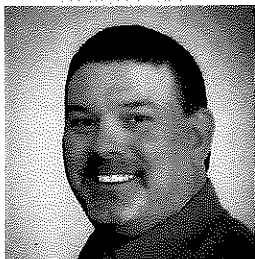
SENIOR PROJECT MANAGER. Mr. Mechtly supervised the development of annotated plans to ensure that proposed actions or projects fit in with the installation’s goals, programs, policies, and facility programming. He also facilitated the development of a vision with associated goals and objectives through an interactive onsite workshop, and provided engineering calculations for infrastructure capacity requirements to support future construction projects and new mission growth impacts. The purpose of the Fort Polk Hub Area Energy and Sustainment Component Plan is to define a sustainability plan for the Fort Polk Hub Area with goals, objectives, and action plans that will help the Fort Polk Garrison move toward compliance with the mandates outlined in federal public acts and executive orders, presidential memorandums, DoD directives, Army policies, and UFC 2-100-01 guidelines. The plan evaluated six sustainability components that are integral to creating an enduring and sustainable installation which included user awareness, energy reduction, renewable energy, water conservation, stormwater management, and waste minimization.

**USACE Huntsville, Joint Base San Antonio Area Development Plans, Execution Plans**  
Lackland AFB, Texas

SENIOR PROJECT MANAGER. Mr. Mechtly’s primary responsibilities include monitoring project execution and completion while managing a hierarchy of staff and resources to provide top-quality ADPs. Mr. Mechtly is also providing quality control reviews and engineering consultation for both the existing conditions analyses and proposed project solutions for each planning district. This project is developing ADPs and Area Development Execution Plans (ADEPs) with detailed urban design guidelines and planning visions for seven districts which will be incorporated into the AFCEC Enterprise Planning Tool.

**AFCEC, F.E. Warren ADP and Barksdale IPS**  
F.E. Warren Air Force Base, WY; Barksdale Air Force Base, Louisiana

SENIOR PROJECT MANAGER. Mr. Mechtly provided a structured and strategic project approach that provided a quality plan within budget. He oversaw the entire project through completion, providing a needs list of any outstanding data needed to complete the project, ensuring that schedules were upheld and providing UFC master planning guidance to provide a quality and technically accurate product. This project provided two ADPs for F. E. Warren Air Force Base (AFB), WY, and the conversion and update of the existing facilities excellence plan (FEP) to become the new IPS for Barksdale AFB. The primary purpose in converting the FEP to the IPS was to provide a clear set of guidelines to ensure that the installation’s vision and planning objectives for development are achievable, even if drastic changes to mission or program occur.



**Eric Rouse | Economic Development**

**Education**

- Master of Science, Community & Regional Planning, University of Texas Austin, 1995
- Bachelor of Science, Political Science/Government, University of Rochester, 1992

**HDR Tenure**

14 Years

**Industry Tenure**

25 Years

Mr. Rouse specializes in the financial, operational, and institutional analysis of existing and planned infrastructure programs. He has been instrumental in the evaluation of potential revenue sources and the development of funding and financing strategies for transit programs across the country. Additionally, he is currently involved with the evaluation of implementation strategies that combine traditional government funding with private sector participation in the form of financing or value capture mechanisms.

RELEVANT EXPERIENCE

- El Paso County, Front Range Dual-Service Rail Park BUILD Grant Application**  
Colorado Springs, Colorado

**LEAD ECONOMIST.** Oversaw the development of the BUILD Grant Application supporting development of new rail access to Fort Carson Military Base that will act as a catalyst for a new industrial rail park in Southern El Paso County. The grant application reflected a public-private partnership among El Paso County, the City of Colorado Springs, the Chamber of Commerce and Economic Development Corporation, the City of Fountain and a private developer. Development of the rail park is forecasted to generate over 6,000 direct and indirect rural jobs.
- Texas Department of Transportation, (TxDOT) RE-Imaging I-10**  
El Paso, Texas

**LEAD ECONOMIST.** Led an economic study to evaluate potential non-toll based funding sources to support improvement to the 55-mile corridor between the Texas / New Mexico Border and Tornillo, Texas. The analysis includes consideration of a downtown transportation infrastructure district to support implementation of a deck park over the interstate, potential value that could be generated from unused ROW acquisitions, and freight user fees.
- Arizona Department of Transportation, P3 Program Management**  
Phoenix, Arizona

**LEAD ECONOMIST.** Eric provided advisory services to the ADOT P3 Program for the South Mountain Freeway Project, Phoenix District LED Lighting Upgrade Project, and Storm Water Pump Replacement Project. For the South Mountain Freeway Project, Eric prepared the Initial Major Project Financial Plan. Following FHWA Guidance for Major Projects, the financial plan documents the project’s capital cost and revenue cash flow, summarizes ADOT’s evaluations of P3 financing option and summarizes the results of the risk assessment, including potential mitigation measures.
- Los Angeles County Metropolitan Transportation Authority, P3 Advisory Services**  
Los Angeles, California

**LEAD ECONOMIST.** Served as an advisor on the LA Metro consultant team evaluating opportunities to leverage public funding with private equity and debt financing to accelerate delivery of high-priority transit and highway projects by leveraging funding from Los Angeles’ Measure R sales tax and other public funding sources. Assisted in the screening of candidate projects to identify projects with higher potential for P3 delivery. Also assisted in the development of business plans evaluating the investment potential for public-private partnerships and the modeling of innovative financing structures that blend the use of TIFIA, RRIF, and Private Activity Bonds (PABs) as part of a cost-effective strategy to deliver infrastructure projects.



**Mary Morgan, PE | Traffic**

Education	Registration
Bachelor of Science, Civil Engineering, University of Florida, 2004	Professional Engineer, FL, AL
HDR Tenure	Industry Tenure
2 Years	15 Years

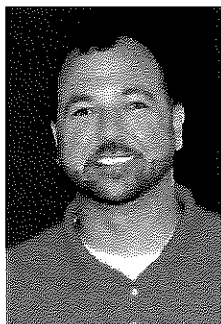
Ms. Morgan is a Senior Traffic Engineer/ Project Manager in HDR's Pensacola office. She has managed and worked on a wide variety of both public and private sector projects throughout the Southeast. These projects include feasibility studies, multi-modal studies, safety studies, transportation impact analyses, roundabout analyses, alternative intersection analyses, university master plans, downtown studies, parking studies, school circulation studies, and concurrency analyses.



**Kevin Poole, PE** | *Roadway Design*

Education	Registration
Bachelor of Science, Civil Engineering, University of Florida, 2007	Professional Engineer, FL
HDR Tenure	Industry Tenure
12 Years	12 Years

Mr. Poole has 12 years' experience in plans preparation at the state and county levels. He has prepared signal plans, signing and pavement marking plans, and traffic control plans, including work on Districtwide Traffic Operations projects. His proficiency in using the latest CADD programs has resulted in clear, accurate products.



**Josey Walker** | *Permitting*

Education	Registration
<ul style="list-style-type: none"> <li>• Master of Science, Environmental Planning and Management, Louisiana State University, 2002;</li> <li>• Bachelor of Science/Environment Biology, University of Southern Mississippi, 2000</li> </ul>	Professional Engineer, FL
HDR Tenure	Industry Tenure
13 Years	19 Years

Mr. Walker has 19 years of experience and received his Master's in Environmental Planning and Management from Louisiana State University. He has experience in review, management, and analysis of environmental impacts from dredge and fill projects and preparation of permits with associated mitigation proposals. Mr. Walker also has in-depth knowledge of Florida Statutes and Administrative Code and was previously a Supervisor of the Wetlands Program at FDEP.



**Chris Williges, PE** | *Economic Analysis / Grants*

Education	Registration
<ul style="list-style-type: none"> <li>• Master of City Planning, Transportation Planning, University of California Berkeley;</li> <li>• Master of Science, Transportation Engineering, University of California Berkeley;</li> <li>• Bachelor of Arts, Quantitative Economics, Stanford University</li> </ul>	Professional Engineer, FL
HDR Tenure	Industry Tenure
6 Years	28 Years

Mr. Williges is the director of HDR's economics and finance practice. He has 28 years of experience conducting transportation planning, economics, engineering, and strategic assignments for public and private sector clients. Mr. Williges has used and overseen the development of a wide range of analysis tools, such as revenue forecasting tools, regional economic models, benefit-cost and financial models, travel demand models, traffic simulation models, and asset management systems.



**Daniel Zugris, PE | UXO**

Education	Registration
<ul style="list-style-type: none"> <li>• Master of Science, Environmental Engineering &amp; Management, Johns Hopkins University, 1996;</li> <li>• Master of Science Engineering Geology &amp; Geophysics, University of Bucharest 1988</li> </ul>	Professional Engineer, MD, PA, VA; Hazardous Waste Ops. & Emergency Response Standards
HDR Tenure	Industry Tenure
14 Years	32 Years

Mr. Zugris provides a broad area of expertise, including program/project management, cost estimating/analysis, environmental engineering, geophysics, hazardous, Toxic/Radioactive Waste and Military Munitions Response Program remedial specifications, plans, geotechnical eng., military planning and construction, hazardous materials building surveys, hazardous waste management, regulatory compliance, environmental auditing, and regulatory development. Clients: USACE, Air Force, DLA, FEMA, EPA, BLM, Forest Service, State regulatory agencies, and private organizations.



**John Smith, PE | Force Protection / Gate Design**

Education	Registration
Bachelor of Science, Civil Engineering, University of Nebraska, Lincoln, 2008	Professional Engineer, NE
HDR Tenure	Industry Tenure
14 Years	14 Years

Mr. Smith is a Transportation Engineer and Project Manager with experience in roadway design, general civil site design and federal access control point (ACP) design. His experience includes urban and rural expressway and interstate design, roadway and railroad drainage, site grading and drainage, roadway horizontal and vertical alignments, erosion control and construction phasing. As a Lead Engineer and Project Manager on multiple AFB projects, John is very familiar with the AF's planning, design and contracting processes.



**Allen Vinson, PE | Utilities**

Education	Registration
Bachelor of Science, Civil Engineering, Auburn University, 2005	Professional Engineer, FL, AL
HDR Tenure	Industry Tenure
14 Years	14 Years

Mr. Vinson has over 14 years of experience in project management, transportation design, drainage design, specifications/contract documents preparation, utility coordination, and plans preparation. His design responsibilities have included major roadway and intersection design, highway widening projects, RRR projects, and intersection safety improvements. His drainage design experience includes conveyance systems for transportation projects, pond design, area drainage studies, and feasibility studies.

## References

Contact	Project
<p><b>Van Fuller, Director</b> Mid Bay Bridge Authority 4400 Hwy 20 E, Suite 501 P.O. Box 5037 Niceville, Florida 32578-5037 850.897.1428 <a href="mailto:Van.Fuller@mid-bay.com">Van.Fuller@mid-bay.com</a></p>	<p><b>Mid-Bay   Walter Spence Parkway Development   Okaloosa County, FL</b> HDR provided program management, environmental support, design, right-of-way support, and construction inspection services for an 11 mile virgin alignment limited access toll facility for the Mid-Bay Bridge Authority. HDR oversaw the project from the initiation of the NEPA documents, to the final approval of construction. The project was developed through a traditional design-bid-build process. During construction, the project was constructed ahead of schedule and under budget. <i>Additional information regarding this project is located in the Specific Accomplishment section.</i></p>
<p><b>Joy Swanson Pleas</b> <i>Environmental Manager</i> Florida Department of Transportation, District 3 1074 Highway 90 Chipley, FL 32428 850.330.1505 <a href="mailto:Joy.SwansonPleas@dot.state.fl.us">Joy.SwansonPleas@dot.state.fl.us</a></p>	<p><b>FDOT District 3, Miscellaneous PD&amp;E Consultant   All District 3 Counties</b> HDR provides ongoing environmental support to the District 3 Environmental Management Office (DEMO). Services feature Environmental Determinations, Reevaluations, Categorical Exclusions and Environmental Assessments. Other assignments include wetland and stormwater permitting and compliance, public involvement, commitment development and monitoring, multi-agency coordination, document review, wetland delineation, navigation studies, stream design, mitigation plans, wildlife and habitat surveys, biological assessments, air quality reports, contamination assessments, ETDM activities, Section 106 &amp; Section 4(f) DOA's and Evaluations, cultural resource assessments, contract administration, document management, and attending and presenting at construction/utility meetings.</p>
<p><b>Melinda A. Rogers, NH-03</b> <i>Chief, Environmental Assets Section</i> Eglin Air Force Base, Florida 850.882.0143   850.863-3036 Cellular (Text) 850.217-5259 <a href="mailto:melinda.rogers.1@us.af.mil">melinda.rogers.1@us.af.mil</a></p>	<p><b>Aircraft Beddown and Range Environmental Assessments   Eglin Air Force Base, FL</b> HDR simultaneously prepared one aircraft beddown EA and three range management EAs (REAs) for Eglin AFB under a single task order to support activities by Air Force Special Operations Command, Air Force Research Laboratory, 96th Test Wing, and many others. The aircraft beddown EA addressed demolition, construction (Squadron Operations Facility, one-bay hangar/aircraft maintenance unit, temporary flight simulator facility, permanent flight simulator facility), relocation of 524th Special Operations Squadron, and stand up of the 859 Special Operations Squadron (total of 169 personnel), and beddown of 18 additional C 146A aircraft to support AFSOC training and operations capabilities at Duke Field. <i>Additional information regarding this project is located in the Specific Accomplishment section.</i></p>

## Additional Information & Comments

- A. Firm's reputation and competence, including technical education and training, experience in projects outlined in the RFQ, the extent of repeat business of the firm, and reference feedback.

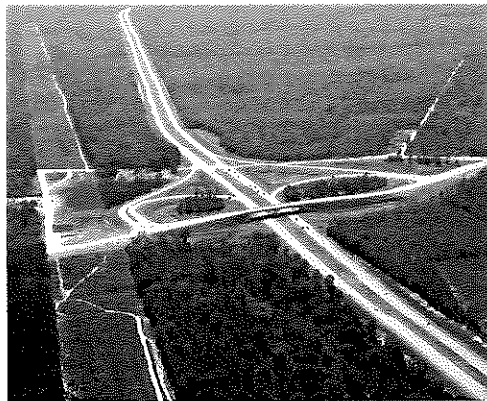
Locally, HDR has been an extension of the Okaloosa County engineering staff for over twenty years and has successfully supported the development of over 40 projects for Okaloosa County that have ranged from simple traffic studies to complex road systems. HDR has provided grant facilitation, project planning, conceptual designs, final designs, construction support and oversight of projects.

Main Gate/Entrance Facility | Hurlburt Field



Nationwide, clients commonly rank HDR as their top consultant with our repeat business being over 85% of our total workload.

Additionally, HDR has also worked extensively with Eglin AFB where we worked indirectly through the Mid-Bay Bridge Authority for the development of the Walter Spence Parkway and through FDOT for the development of the SR 123 NEPA documents. We are presently working on the expansion of SR 85 on the Eglin AFB reservation north of SR 123. Directly, we have worked with Eglin AFB on numerous NEPA studies, and permitting tasks. We have also held local base-wide IDIQ contracts with Eglin AFB. All past tasks and assignments have been successfully completed.



HDR is conducting a PD&E Study for S.R. 85 from S.R. 123 (Roger J. Clary Highway) to Mirage Avenue in Okaloosa County, FL. The purpose of this project is to reduce congestion while improving traffic circulation and enhancing safety for this regionally and nationally significant corridor. Specifically, the S.R. 85 corridor is designated as a Strategic Intermodal System (SIS) Corridor by FDOT; serves as the SIS Military Access Facility (MAF) for Eglin AFB and Duke Field; is part of the Strategic Highway Network (STRAHNET); is a Highway of Commerce as defined by the Okaloosa-Walton Transportation Planning Organization (O-W TPO) and is a hurricane evacuation route as designated by the Florida Division of Emergency Management. HDR is currently working with Eglin AFB and FDOT to prepare an Environmental Assessment which will document potential impacts from the proposed S.R. 85 improvements.

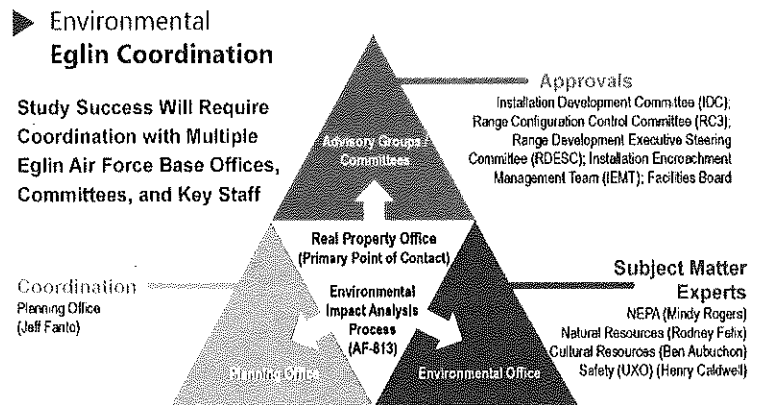
The experience, education, and qualifications of staff assigned to this project are detailed on the included staffing plan which includes engineers, planners, scientists and economists.

**Engineering News Record has consistently ranked HDR among the top 50 U.S. firms since 1976.** HDR was ranked as No. 5 - Top 20 in Transportation in 2019. To maintain consistent client satisfaction, HDR commonly has 3<sup>rd</sup> party surveys conducted during ongoing projects.

- B. Extent of experience and past performance when working with FAA, FDOT, FDEP, NFWFMD, USACE, EPA, and Eglin AFB or other DoD agencies in the capacity as an agent attempting to obtain permits and approvals. This should include familiarity with grant programs and processes.

HDR’s local environmental staff has long-term trusted relationships with the various regulatory agencies and environmental stakeholders in our area, such as DEP, USACE, NFWFMD, USFWS, FFWCC, Eglin AFB, Hurlburt Field, the Nature Conservancy, NMFS, and FAA. As former DEP employees, Mick Garrett and Josey Walker maintain constant contact with the local regulatory agencies necessary to provide real time knowledge of the ever changing environmental regulations. Over the years, HDR’s local environmental staff have consulted on, prepared, submitted, and obtained permits for many projects on behalf of Okaloosa County. Some of those projects include Airman’s Memorial Parkway, Gap Creek Improvements, P.J. Adams Intersection at SR 85, Old Antioch Road, Live Oak Church Road Realignment, CR 393 from US 90 to Poverty Creek Road, Airport Road, Fairchild Road, and Lake Ella Road.

On behalf of the Mid-Bay Bridge Authority and in cooperation with Okaloosa County, Eglin AFB, and numerous resource agencies including USFWS, HDR helped support the down-listing of the Okaloosa darter from endangered to threatened by implementing extensive multi-agency coordination efforts and employing innovative mitigation strategies and techniques that satisfied several different agencies and their requirements, which in most cases differed in how each agency defines and implements their mitigation objectives. Successful mitigation projects and their monitoring are imperative to the ultimate delisting of the Okaloosa darter and vital to supporting Eglin’s overall mission.



Limited capital project funding sources usually cannot provide for all desired infrastructure projects. Many well-deserving projects are routinely supported but are difficult to fund when compared to more pressing regional needs. Coordinated grant writing is one mechanism that the County can utilize to leverage local funds and provide a greater return for the community.

**HDR’S GRANT APPLICATION EXPERIENCE**

Many important infrastructure projects that could have substantial positive impacts on communities and the economy are held back due to limited availability of funds. To help close these funding gaps and move projects of regional and national significance forward, the United States Congress appropriates money to the U.S. Department of Transportation (USDOT) for two competitive grant programs: BUILD (Better Utilizing Investments to Leverage Development) and INFRA (Infrastructure for Rebuilding America).

HDR has written or facilitated grant applications for transportation, watershed protection, parks and recreation, community planning and historic preservation projects. HDR staff knows each respective reviewing agency’s areas of interest, processes and procedures, and has established professional relationships with staff in many agencies. This allows us to tailor grant packages for timely approval.

Since 2009, USDOT has awarded almost \$11.1 billion in federal grants through these two programs. These funds help close the gap for transportation projects that promise to help achieve critical national objectives, such as greater economic competitiveness,

**During our relationship with Okaloosa County, HDR has supported the following grant efforts:**

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



improved mobility, and access to healthcare, education and employment opportunities, as well as increased safety, livability and environmental sustainability. Both programs are highly competitive, with hundreds of agencies requesting funds— requests that can exceed total available funds by 30 times or more.

We have supported more than 75 successful grant applications under these two programs. Together these projects have received \$2.0 billion in federal funds for building key transportation projects. This accounts for 18.2% of the total construction funds awarded under these two programs.

**C. Fields of work for which the firm is proposing to perform and past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.**

HDR is available to perform engineering and support services for the following:

FIELD OF WORK	PROFESSIONAL ACCOMPLISHMENTS
<b>Roadway Designs</b>	Dozens of roadway, stormwater, water, and waste management designs have been completed for the County as documented in the Specific Accomplishments section. Experience also includes PJ Adams Parkway Design, Old Antioch Road Design and CR 393 Rehabilitation.
<b>Signalizations</b>	Qualified to perform signalization studies and designs. Staff has worked on past Okaloosa intersection designs such as PJ Adams Intersection Improvements at SR 85.
<b>Traffic Studies</b>	Supported the traffic component of the EIS for the Joint Strike Fighter for Eglin AFB. Prepared Traffic Capacity analysis utilizing regional modeling in response to FHWA comments to the PJ Adams Environmental Assessment.
<b>Stormwater Management</b>	HDR completed the County's Stormwater Master Plan which has proven to accurately identify stormwater needs and infrastructure.
<b>Erosion Control/Utilities</b>	HDR assisted the County in the development of their standard BMP's, and incorporates erosion control measures into our plans.
<b>Environmental / Permitting</b>	HDR's local environmental staff is led by Mick Garrett who has an active working relationship with the Eglin environmental staff and the local regulatory agencies. He and his staff are experienced in all phases of permitting to include NEPA regulations and requirements. Their experience on local projects include wetland delineation, mitigation planning, wildlife surveys, contamination assessments, noise studies, and NEPA documentation.
<b>CEI</b>	An active HDR construction support staff is maintained in the area.
<b>Alternative Delivery</b>	HDR provided Design-Build Services for a FDOT District 3 Contractor for SR 77 Design Build & US 331 Design-Build, HDR also worked directly for FDOT District 3 to develop the SR 30 elevated roadway RFP package and the US 98 at Hurlburt Field RFP package.
<b>Public Involvement</b>	HDR has given multiple presentations to the Board of County Commissioners and the general public, and maintains a Public Involvement support staff in their Pensacola office.
<b>Geotechnical Engineering</b>	All past roadway design projects for Okaloosa County have included geotechnical investigation.
<b>Surveying/Right-of-Way</b>	Simple intersection surveys to countywide surveys have been completed for Okaloosa County. HDR has an active ROW support group in Pensacola and throughout Florida, capable of producing right-of-way appraisals, coordinating with property owners, and justifying right-of-way needs in court if needed.

**D. Qualifications and responsibilities of personnel to be assigned to the program including availability of adequate personnel, equipment, and facilities.**

Backed by the HDR network of technical experts, the Key Staff dedicated to this project are immediately available and have the experience to execute every aspect of this program. Below is a listing of the Key Staff's experience with each component.

KEY TEAM MEMBERS	PROGRAM MANAGEMENT	RISK ASSESSMENT	ROADWAY PLANNING	EGLIN AFB COORDINATION	NEPA	ALTERNATIVES ANALYSIS	ENVIRONMENTAL STUDIES	ECONOMIC ANALYSIS	ALTERNATIVE DELIVERY	ROADWAY DESIGN	UTILITIES	PAVEMENT SELECTION	STORMWATER MANAGEMENT	TRAFFIC CONTROL/STUDIES	SURVEY RIGHT-OF-WAY	RIGHT-OF-WAY ACQUISITION	DRAINAGE	CEI	BRIDGE STRUCTURAL REVIEW	STATE AGENCY COORDINATION	TRIUMPH COORDINATION	OKALOOSA BOARD COORDINATION	GENERAL PUBLIC PRESENTATIONS	GRANT ASSISTANCE	GRANT ADMINISTRATION	GEOTECHNICAL STUDIES
Brad Collins, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Bob Kellner, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Mick Garrett	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Ryan McGhee, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Cory Wilkinson, AICP CEP	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Steve Schnell, AICP	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Jonathon Burchfield, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Shasta O'Donnell, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Daniel Zurgris, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Mary Morgan, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Josey Walker	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Frank Fu, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Phillip Walker, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Allen Vinson, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
James Vansteenburgh, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

- E. Firm’s capability to meet schedules and past record of providing tasks and designs on or ahead of schedule. Current workload and firm’s capacity to perform future work.

**Firm’s capability to meet schedules and past record of providing tasks and designs on or ahead of schedule.**

Similar to our prior projects with the County, Microsoft Project will be used to monitor schedule performance. Project schedules and staffing assignments are developed at the proposal stage and are updated regularly throughout the life of the project. Personnel assignments are adjusted to meet the schedule. In addition, frequent work planning meetings allow managers to address scheduling conflicts as they arise. As a result, HDR has been able to consistently meet Okaloosa County’s schedule needs as demonstrated on the projects identified in the Specific Accomplishment section.

The Leadership Team for this Project is actively working on the Crestview Bypass which is rapidly nearing completion later this year. As this Project is ramping up, the Bypass will be winding down.

**Current workload and firm’s capacity to perform future work.**

Staff included in this proposal are immediately available to Okaloosa County. HDR management is committed to making Okaloosa County assignments a top priority for assigned staff. Based on past performance, HDR has met every project demand requested by Okaloosa County.

- F. Willingness to meet budget requirements including past performance examples.

Cost control starts with clear definition of the project’s scope and budget, and continues through design and construction. We maintain awareness of budget, and control costs by incorporating value engineering during design, scheduling frequent cost estimates, and continuously checking critical quantities. Plans and cost estimates are jointly reviewed by all project participants to consider such factors as initial cost, life cycle costs, constructability, and maintainability. The result is minimal change orders to the County during design and construction.

HDR’s involvement in both design and construction places us in a position to accurately access construction costs, which is critical to project planning. Below is a comparison of our construction cost estimates to actual project costs on recent projects in Okaloosa County.

PROJECT	HDR COST ESTIMATE WITHOUT CONTINGENCY	ACTUAL CONST. COST	DIFFERENCE	% DIFFERENCE
PJ Adams Pkwy. Phases 1-3	\$13,003,348	\$13,670,884	\$667,536	4.9%
Mid-Bay Bridge Connector	\$52,262,255	47,447,754	\$4,814,501	10.2%

- G. Demonstrated expertise and experience in utilizing various design and modeling software.

HDR maintains a complete suite of design and modeling software, and qualified staff knowledgeable in application of the software.

PROJECT	HDR COST ESTIMATE WITHOUT CONTINGENCY
Project Management	Office Suite 2013; Microsoft Project; Adobe Acrobat
Roadway and Civil Design	AutoCad Civil 3D; Microstation; AutoTURN ; GuidSIGN; ESRI ArcGIS
Traffic	Synchro /SimTraffic; VISSIM; Cube; HCS; SIDRA
Stormwater Management	ICPR; HEC-RAS; HY-8; Ponds, Geopak Drainage

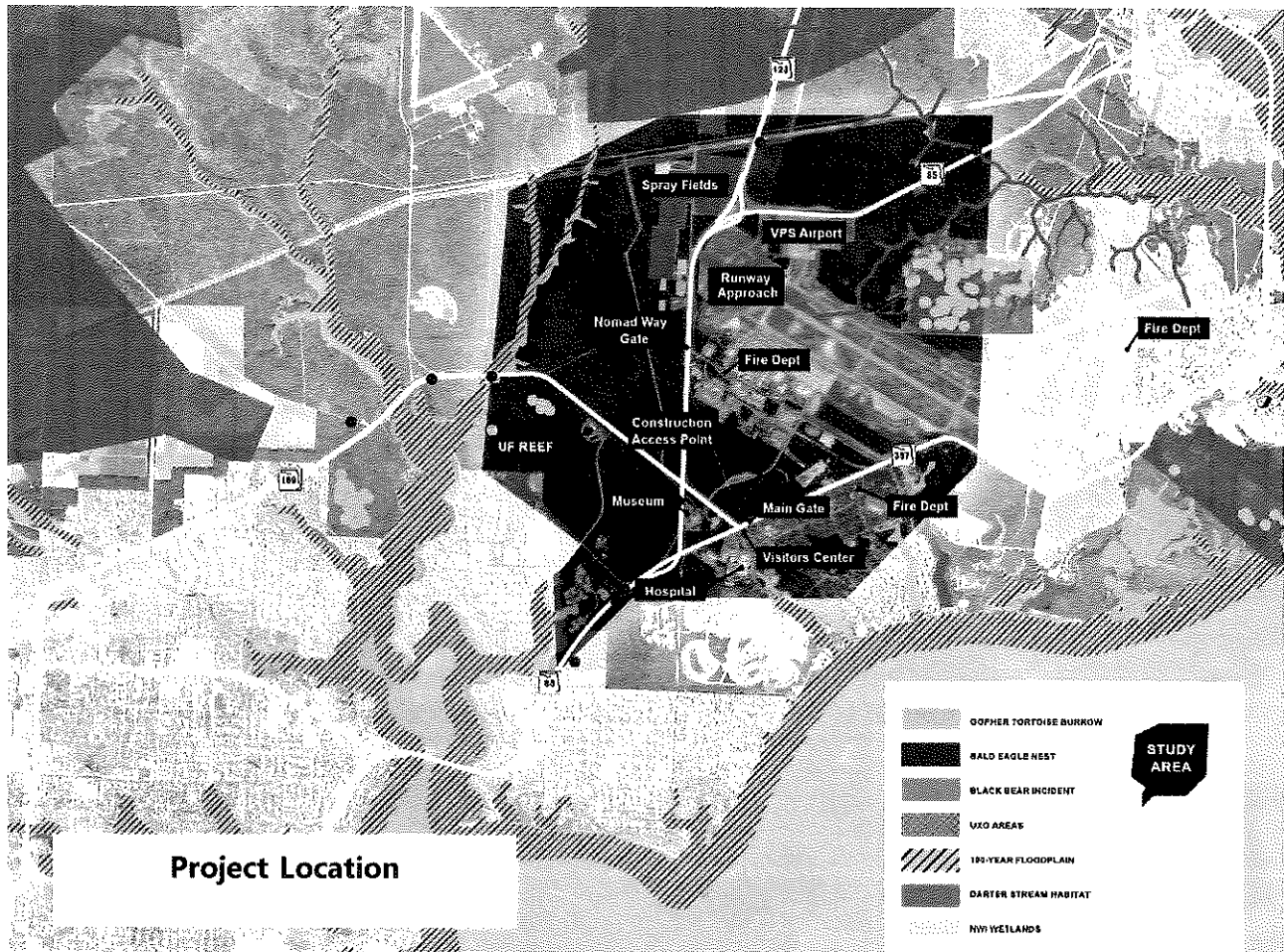


H. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County.

The development of this program will be a joint effort between the priorities and standards of Okaloosa County, Eglin AFB, FDOT, and other local stakeholders that balances the technical requirements of roadway development with multiple operational needs that can include, but not be limited to, public access, mission operations, force protection, traffic movements, environmental protection, potential future developments, and any other potential requirements that might evolve.

The intent is to develop working alternatives that can first, be built within standard design criteria and ensure public safety but then, just as importantly, shall be compatible with Eglin's mission readiness. It is also anticipated these alternatives must be compatible and adhere to the requirements of the National Environmental Protection Act (NEPA).

The study area will first identify key locations along with critical operational areas to include traffic volumes and movements. Areas of deficiencies that could include items such as roadway safety hazards, improper turning movements, insufficient capacity, inadequate access, excessive queuing, or other deficiencies will be identified.



To quantify the future roadway network requirements, the existing traffic volumes will be projected to anticipate local population increases, potential land use expansions and mission growth projections. Using these projected volumes, roadway alternatives can then be developed that provide both adequate capacity and any anticipated operational requirements.

The final alignments and roadway solutions will ultimately be decided by Eglin AFB and local stakeholders. To reach this point of decision will require complete understandings of the review and approval processes of Okaloosa County, Eglin AFB, and FDOT. To ensure a successful program development, HDR has extensive experience with all three entities and fully understands the requirements and procedures to meet the review process, which may include NEPA, AF-813's, multiple Eglin Installation Committee reviews, and local land use requirements.

- I. If the lead office or County point of contact is outside of 150 miles the RFQ should address the firm's plan to provide responsiveness to County needs, especially if construction services are provided.

Company-wide support to the project will be provided as needed to meet schedule and technical demands. HDR internally shares assignments among staff members to ensure a constant work flow for that staff while also maintaining the capability to immediately respond to client workloads with qualified staff. It has been a system successfully used with Okaloosa County that provides responsiveness without excessive delays to scheduled deliverables. While the team may draw on the resources of HDR's staff in Florida and other nationwide offices, all tasks will be managed in the Pensacola office, with the majority of the work assignments being completed by Pensacola staff.

This Project Will Be Managed And Developed From HDR's Pensacola Office To Include Construction Services:

**Project Management Team**

- Brad Collins, PE | Project Manager
- Robert Kellner, PE | Project Principal
- Mick Garrett | Eglin AFB Coordination

**HDR Office**

HDR Engineering, Inc.  
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Pensacola, FL 32502  
850.429.8900