

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/26/2024

Contract/Lease Control #: C24-3964-PW

Procurement#: RFQ PW 81-23

Contract/Lease Type: AGREEMENT

Award To/Lessee: DRMP, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/26/2024

Expiration Date: 09/30/2027 W/2 1 YR RENEWALS

Description of: GENERAL ENG. SERVICES FOR PW

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed: _____

CC: BCC RECORDS

TASK ORDER AGREEMENT FOR CONSULTANT SERVICES
(Master Services Agreement)
Between The Board of County Commissioners of Okaloosa County
And DRMP, Inc.
Contract ID: C24-3964-PW

This Agreement made on March 26th, 2024 between the Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Suite 100, Shalimar, Florida 32579, and DRMP, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 2111 Thomas Drive, Suite 1, Panama City Beach, FL 32408.

RECITALS

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

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

WHEREAS, the CONSULTANT has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to the COUNTY dated November 30, 2023 in response to RFQ #PW 81-23.

NOW, THEREFORE, in consideration of the mutual promises herein, the COUNTY and the CONSULTANT agree as follows:

SECTION 1. BASIC SERVICES

- 1.1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ #PW 81-23 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.
- 1.2. **Basic Services.** The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:
 - 1.2.1. All professional services required to complete any public infrastructure project including, but not limited to: engineering studies; surveys; engineering design; architectural and landscape design; geotechnical studies; preparation of plans, specifications, contract documents and cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; contract administration; project completion certifications and as-builts as may be required; presentations to the Board of County Commissioners and the general public; right-of-way identification, appraisal and assistance in acquisitions; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.
 - 1.2.2. The types of public infrastructure projects which may be assigned include: roadway design; minor bridges; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations; solid waste management; utilities (water and wastewater); parks and recreation; facilities management; architectural and landscape design services; and any other type of project for the transportation, recreation, employment, and health and safety of the public which may be under the purview of the Public Works Department or any

other County department. Services of the CONSULTANT shall be under the general direction of the County Department Director initiating the work or his or her designee, who shall act as the County's representative during the performance of the scope of services.

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

1.3. **Term of Agreement.** This AGREEMENT will become effective from March 26th, 2024, or upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2027. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for additional (2) two, (1) one-year periods. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. Regarding the previous TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

SECTION 2. ADDITIONAL SERVICES

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

SECTION 3. OBLIGATIONS OF THE COUNTY.

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

SECTION 4. OBLIGATIONS OF THE CONSULTANT.

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

SECTION 5. Contractor Indemnification and Claims.

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

SECTION 6. TIME SCHEDULE

- 6.1. **Authorization.** Unless otherwise directed by the COUNTY, in writing, the CONSULTANT shall commence the performance of the Basic Services upon execution of the AGREEMENT by both parties which shall constitute Authorization to Proceed.
- 6.2. **Additional Services.** Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to the AGREEMENT by both parties and shall be completed in accordance with a schedule set forth in the authorization.

SECTION 7. AMOUNT AND METHOD OF PAYMENT

- 7.1. **Method of Payment.** For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with each authorized Task Order. CONSULTANT will submit invoices for each Task Order to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. CONSULTANT shall submit a progress report with each invoice. Within thirty (30) days of receipt of the invoice, the COUNTY shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within thirty (30) days, only that portion so reasonably contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close all future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.
- 7.2. **Payment by the COUNTY.** The COUNTY will process payment to the CONSULTANT within twenty-five (25) days after receipt of CONSULTANT's invoice.
- 7.3. **Compensation.** The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on a lump sum amount basis, or on CONSULTANT's rates, included as Exhibit A, for the actual time worked on the project. Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.
 - 7.3.1. Direct Expenses are those necessary costs and charges incurred for the project as described in the Task Order and further explained in Exhibit A. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance in the specific Task Order. Any and all direct expenses requested by the CONSULTANT shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent written and fully executed Amendment of this AGREEMENT.
 - 7.3.2. Rates to be utilized for the duration of this AGREEMENT are as described in the fee schedule included as Exhibit A. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses, as outlined in Exhibit A.

SECTION 8. CHANGES

- 8.1. **Written Authorization.** The COUNTY may, at any time, by written fully executed amendment to the AGREEMENT, make changes in the services or work to be performed within the general scope of this AGREEMENT, including alterations, reductions, therein or additions thereto.
- 8.2. **Equitable Adjustment.** Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in a fully executed written amendment.

SECTION 9. DISPUTES

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

SECTION 10. DELAY OR SUSPENSION OF WORK

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

SECTION 11. TERMINATION OF AGREEMENT

- 11.1. **Written Notice.** This AGREEMENT may be terminated by the COUNTY, without cause or for convenience, with thirty (30) calendar days' written notice. Furthermore, this AGREEMENT may be terminated with written notice for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter.
- 11.2. **Adjustment for Services Performed.** In the event that this AGREEMENT is terminated by either party, the CONSULTANT shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT or subsequent Amendments, unless otherwise agreed.

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

SECTION 12. INSURANCE

12.1. GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

- 12.1.1. The CONSULTANT shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 12.1.2. 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.
- 12.1.3. 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.
- 12.1.4. With the exception of Workers' Compensation and Professional Liability policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
- 12.1.5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the CONSULTANT.
- 12.1.6. The County reserves the right at any time to require the CONSULTANT to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 12.1.7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor.
- 12.1.8. Any exclusions or provisions in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

12.2. WORKERS' COMPENSATION INSURANCE

- 12.2.1. The CONSULTANT shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the CONSULTANT shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the 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.
- 12.2.2. CONSULTANT must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

12.2.3. No class of employee, including the CONSULTANT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

12.3. BUSINESS AUTOMOBILE LIABILITY

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

12.4. COMMERCIAL GENERAL LIABILITY INSURANCE

12.4.1. The CONSULTANT shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the CONSULTANT.

12.4.2. Commercial General Liability coverage shall include the following:

- 12.4.2.1. Premises & Operations Liability
- 12.4.2.2. Bodily Injury and Property Damage Liability
- 12.4.2.3. Independent Contractors Liability
- 12.4.2.4. Contractual Liability
- 12.4.2.5. Products and Completed Operations Liability

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

12.5. PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

12.5.1. Coverage must be afforded for Wrongful Acts, errors or omissions committed by the CONSULTANT or its employees in performing its professional services under this contract. CONSULTANT must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

12.6. INSURANCE LIMITS OF LIABILITY

12.6.1. 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:

LIMIT

- | | | |
|----|--------------------------|--|
| 1. | Worker's Compensation | |
| | 1.) State | Statutory |
| | 2.) Employer's Liability | \$500,000 each accident |
| 2. | Business Automobile | \$1M each accident (A combined single limit) |

- | | | |
|----|---------------------------------|--|
| 3. | Commercial General Liability | \$1M each occurrence for Bodily Injury & Property Damage; \$1M each occurrence Products and Completed Operations |
| 4. | Personal and Advertising Injury | \$1M each occurrence |
| 5. | Professional Liability (E&O) | \$1M each claim |

12.7. NOTICE OF CLAIMS OR LITIGATION

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

12.8. INDEMNIFICATION & HOLD HARMLESS

12.8.1. To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless Okaloosa County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONSULTANT.

12.9. CERTIFICATE OF INSURANCE

12.9.1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption 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 BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.

12.9.2. The CONSULTANT 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).

12.9.3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479A Old Bethel Road, Crestview, FL 32536.

12.9.4. In the event the contract term goes beyond the expiration date of the insurance policy, the CONSULTANT 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.

12.9.5. 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.

12.9.6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.

12.9.7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the CONSULTANT's full responsibility.

12.9.8. 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.

12.10. GENERAL TERMS

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

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

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

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

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

12.11. EXCESS/UMBRELLA INSURANCE

12.11.1. The CONSULTANT 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.

SECTION 13. GENERAL PROVISIONS

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

13.3.1. Representatives.

13.3.1.1. The authorized representatives of the COUNTY shall be:

Name:	Jason Autrey, P.E.
Title:	Public Works Director
Company:	Okaloosa BCC
Address:	1759 S. Ferdon Blvd. Crestview, FL
Telephone:	850.689.5772
Facsimile:	850.689.5715
E-Mail:	jautrey@myokaloosa.com

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name:	Ben Faust, PE
Title:	Vice President
Company:	DRMP, Inc.
Address:	2111 Thomas Drive Suite 1 Panama City Beach, FL 32408
Telephone:	850.387.1261
Facsimile:	850.640.3102
E-Mail:	bfaust@drmp.com

13.3.1.3 Courtesy copy to:

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

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

13.4. **Entire AGREEMENT.** This AGREEMENT, including any Amendments, schedules, attachments and referenced documents, is the entire agreement between the COUNTY and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and fully executed by the COUNTY and CONSULTANT. Attachments included and incorporated herein by reference are:

13.4.1. Exhibit A – Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services.

13.4.2. Exhibit B - CONSULTANTS proposal submittal to the COUNTY for RFQ #PW 81-23.

13.5. **Governing Law & Venue** This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.

13.6. **Compliance with the Law.** CONSULTANT shall comply with all applicable federal, state, and local rules and regulations in providing services to the COUNTY under this AGREEMENT. CONSULTANT

acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.

- 13.7. **Waivers and Severability.** Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.
- 13.8. **Covenants.**
- 13.8.1. The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.
- 13.8.2. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- 13.9. **Lower-Tier Subcontracts.** CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.
- 13.10. **Unauthorized Employment.** The employment of unauthorized aliens by CONSULTANT and any subcontractors subcontracted by the CONSULTANT is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONSULTANT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 13.11. **Confidentiality and Public Records.**
- 13.11.1. CONSULTANT warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONSULTANT by the COUNTY, or reviewed or generated by CONSULTANT, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONSULTANT.
- 13.11.2. Notwithstanding the foregoing, CONSULTANT shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation, including but not limited to, Florida Statutes Chapter 119; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) the COUNTY consents in writing (4) the information is/or becomes part of the public domain through no fault or negligence of CONSULTANT; or (5) CONSULTANT lawfully possessed the information prior

to receipt from the COUNTY, provided however, in the event the CONSULTANT shall be so required to disclose any such information pursuant to (1) or (2) above, CONSULTANT shall prior to disclosure, give notice to the COUNTY, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

- 13.11.3. **Public Records.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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@myokaloosa.com.** CONSULTANT must comply with the public records laws, Florida Statute Chapter 119, specifically CONSULTANT must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT 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 CONSULTANT keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 13.12. **Conflict of Interest.** CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.
- 13.13. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third-party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- 13.14. **Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- 13.15. **Publicity.** CONSULTANT shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.

13.16. **Taxes.** CONSULTANT agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, as it pertains to this AGREEMENT. CONSULTANT further agrees that it shall protect, reimburse, and indemnify the COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.

13.17. **CONSULTANT's Personnel at Construction Site.**

13.17.1. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

13.17.2. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

13.17.3. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

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

14.1.1. **Opinions of Cost, Financial Considerations, and Schedules.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, CONSULTANT makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. The COUNTY will employ an independent cost estimator, contractor, or other appropriate advisor if the COUNTY requires greater assurance as to any element of cost, feasibility, or schedule.

14.1.2. **Advertisements, Permits, and Access.** Unless otherwise agreed to in the executed Task Orders, the COUNTY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or project construction.

14.1.3. **CONSULTANT's Deliverables.** CONSULTANT's deliverables, including record drawings, unless noted otherwise, are limited to the sealed and signed electronic copies. Computer-generated

drawing files furnished by CONSULTANT are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

14.1.4. Legal Assistance. The Scope of Services in this AGREEMENT does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONSULTANT by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.

14.1.5. Audit and Record Keeping. The COUNTY and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONSULTANT with the terms, conditions, obligations, limitations, restrictions and requirements of this AGREEMENT and such right shall extend for a period of five (5) years after termination of this AGREEMENT. The CONSULTANT shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

SECTION 15. AUTHORIZATION FOR EXECUTION

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

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

The COUNTY
Board of County Commissioners of Okaloosa
County

DRMP, Inc.

By: _____

Paul Mixon
Paul Mixon



By: _____

Ben C. T.

Title: _____

Chairman

Title: _____

Vice President

Attested: _____

J.D. Peacock II
J.D. Peacock II, Clerk



Witness 1: _____

[Signature]

Witness 2: _____

[Signature]

***** END *****

EXHIBIT A - RFQ PW 81-23 GENERAL ENGINEERING AND PROFESSIONAL SERVICES RATE SCHEDULE

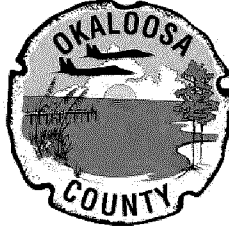
DRMP, Inc.

FULLY LOADED HOURLY BILLING RATES		
Classification	Rate through 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
DRMP, Inc.		
Chief Designer	\$ 160.00	\$ 166.00
Chief Engineer 1	\$ 250.00	\$ 260.00
Chief Engineer 2	\$ 265.00	\$ 276.00
Chief Planner	\$ 240.00	\$ 250.00
Chief Scientist	\$ 210.00	\$ 218.00
Design Intern	\$ 75.00	\$ 78.00
Engineer 1	\$ 138.00	\$ 144.00
Engineer 2	\$ 170.00	\$ 177.00
Engineering Intern	\$ 106.00	\$ 110.00
Engineering Technician	\$ 102.00	\$ 106.00
Environmental Specialist	\$ 94.00	\$ 98.00
Project Manager 3	\$ 250.00	\$ 260.00
Secretary/Clerical	\$ 85.00	\$ 88.00
Senior Engineer 1	\$ 205.00	\$ 213.00
Senior Engineer 2	\$ 235.00	\$ 244.00
Senior Engineering Technician	\$ 125.00	\$ 130.00
Senior Environmental Specialist	\$ 142.00	\$ 148.00
CEI Senior Project Engineer	\$ 252.00	\$ 262.00
CEI Project Engineer	\$ 225.00	\$ 234.00
CEI Senior Inspector	\$ 95.00	\$ 99.00
CEI Inspector	\$ 79.00	\$ 82.00
CEI Project Administrator	\$ 160.00	\$ 166.00
CEI Contract Support Specialist	\$ 98.00	\$ 102.00
GIS Specialist	\$ 95.00	\$ 100.00
SUR Chief Surveyor	\$ 212.00	\$ 220.48
SUR Senior Surveyor 2	\$ 180.00	\$ 187.00
SUR Survey Project Manager 3	\$ 185.00	\$ 192.00
SUR Survey/GIS/SUE Analyst 3	\$ 107.00	\$ 111.00
SUR Survey/GIS/SUE Analyst 2	\$ 95.00	\$ 99.00
SUR Crew Chief	\$ 97.00	\$ 101.00
SUR Instrument Operator	\$ 69.00	\$ 72.00
SUR Rod Person	\$ 59.00	\$ 61.00
2 Staff Survey Crew	\$ 170.00	\$ 177.00
3 Staff Survey Crew	\$ 220.00	\$ 229.00
4 Staff Survey Crew	\$ 260.00	\$ 270.00
SUR SUE Technician 3	\$ 105.00	\$ 110.00
SUR SUE Technician 2	\$ 83.00	\$ 86.00
SUR SUE Technician 1	\$ 52.00	\$ 54.00
2 Staff SUE Crew	\$ 189.00	\$ 197.00
3 Staff SUE Crew	\$ 241.00	\$ 251.00
4 Staff SUE Crew	\$ 293.00	\$ 305.00
SUR Secretarial Clerical	\$ 85.00	\$ 90.00

EXHIBIT A - RFQ PW 81-23 GENERAL ENGINEERING AND PROFESSIONAL SERVICES RATE SCHEDULE

DRMP, Inc.

FULLY LOADED HOURLY BILLING RATES			
Classification	Rate through 9/30/2026		Rate for Period 10/1/2026 - 9/30/2027
Subconsultant: add name followed by the (services they will provide) then classifications underneath			
Atlas Engineering & Consulting (Structural)			
Senior Engineer 2	\$	200.00	\$ 208.00
Engineering Intern	\$	150.00	\$ 156.00
CADD/Computer Technician	\$	125.00	\$ 130.00
Secretary/Clerical	\$	75.00	\$ 78.00
CPH (Architectural/Landscape)			
Architect	\$	210.00	\$ 216.00
Architect 1 (no DOT classification)	\$	185.00	\$ 191.00
CADD/Computer Technician	\$	130.00	\$ 133.00
Project Architect	\$	235.00	\$ 242.00
Project Landscape Architect	\$	210.00	\$ 216.00
H2 Engineering (Mech/Electrical/Plumbing)			
Principal Engineer	\$	252.00	\$ 262.00
Project Manager 1	\$	156.00	\$ 162.00
Project Manager 2	\$	158.00	\$ 165.00
Project Manager 3	\$	162.00	\$ 168.00
Elctrical Engineer	\$	91.00	\$ 95.00
Mechanical Engineer	\$	91.00	\$ 95.00
Engineer 1	\$	123.00	\$ 128.00
Engineer 2	\$	140.00	\$ 145.00
Engineering Intern	\$	78.00	\$ 80.00
Engineering Technician	\$	91.00	\$ 95.00
Chief Designer	\$	96.00	\$ 100.00
Designer	\$	92.00	\$ 95.00
CEI Senior Inspector - Bldg	\$	105.00	\$ 110.00
Inspector	\$	60.00	\$ 62.00
CADD/Computer Technician	\$	60.00	\$ 62.00
Secretary/Clerical	\$	58.00	\$ 60.00
Infrastructure Consulting & Engineering			
Aviation Services			
Aviation Services	\$	200.00	\$ 204.00
Larry M. Jacobs & Assoc., Inc. (Geotechnical)			
Chief Engineer 1	\$	210.00	\$ 220.00
Chief Scientist	\$	185.00	\$ 214.00
Engineer 1	\$	150.00	\$ 174.00
Project Manager 1	\$	130.00	\$ 150.00
Engineering Technician	\$	65.00	\$ 75.00
Senior Engineering Technician	\$	95.00	\$ 105.00
CADD/Computer Technician	\$	80.00	\$ 88.00



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:

General Engineering & Professional Services for Okaloosa
County Public Works

RFQ NUMBER:

RFQ PW 81-23

ISSUE DATE:

October 30, 2023

LAST DAY FOR QUESTIONS:

November 14, 2023

@ 3:00 PM

ITB OPENING DATE & TIME:

November 30, 2023

@ 3:00 PM

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

Okaloosa County, Florida solicits your company to submit a proposal 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 submitted electronically by the time and date listed above. Responses may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

COMPANY NAME DRMP, Inc.

MAILING ADDRESS 2111 Thomas Drive, Suite 1

CITY, STATE, ZIP Panama City Beach, Florida 32408

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

TELEPHONE NUMBER: 850.387.1261 EXT: _____ FAX: 850.640.3102

EMAIL: bfaust@drmp.com

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

AUTHORIZED SIGNATURE: *Ben C Faust*PRINTED NAME: Ben Faust, PETITLE: Vice PresidentDATE: 11/29/2023

 RESPONSE DOCUMENT #1: REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ PW 81-23

OKALOOSA COUNTY


General Engineering and Professional Services for Okaloosa County Public Works

November 30, 2023

Digital

 John Alaghemand, PE

 JAlaghemand@drmp.com

 2111 Thomas Drive, Suite 1
Panama City Beach, FL 32408

 850.640.3904



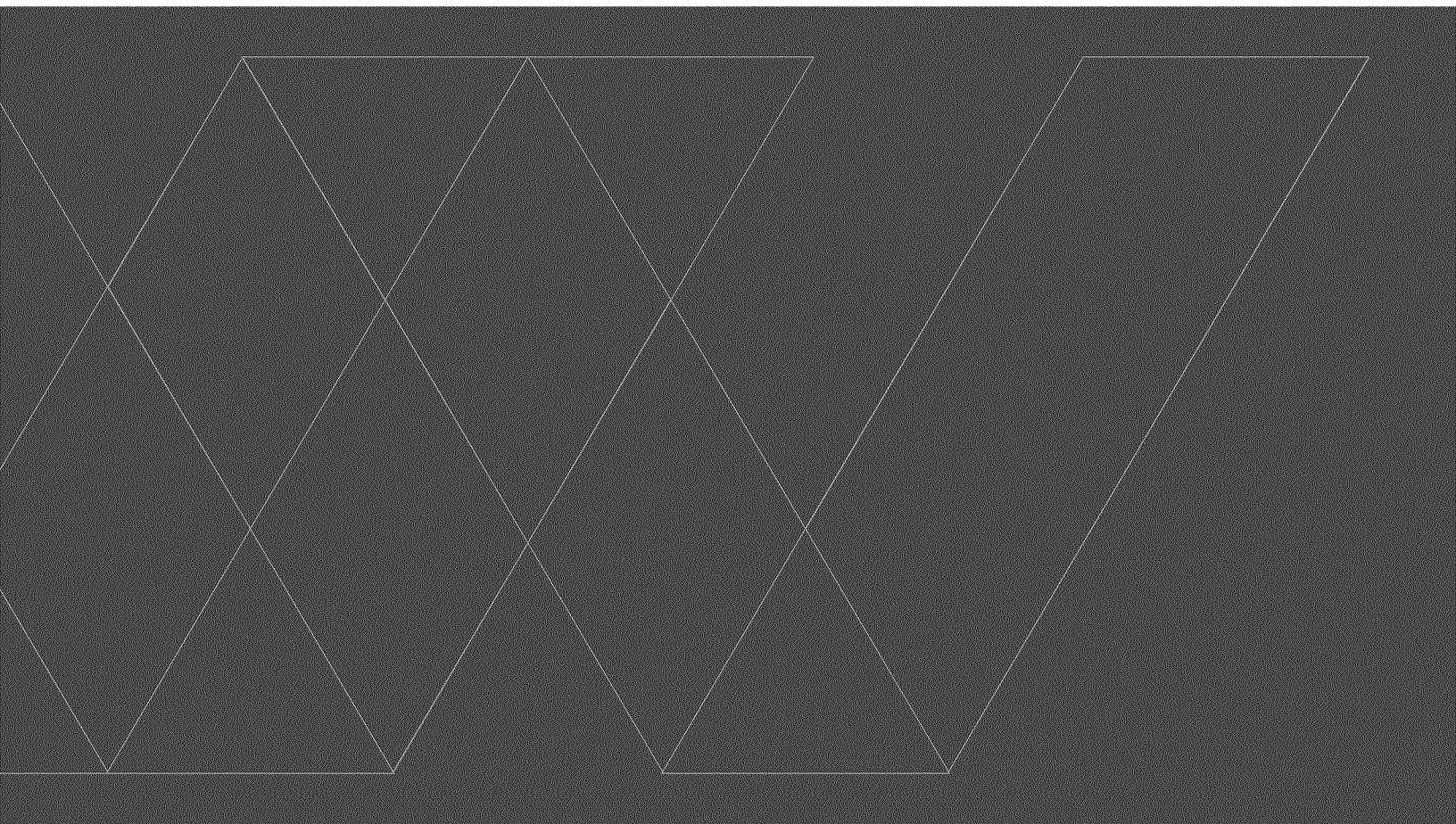
DISCOVER THE DIFFERENCE

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TAB 1

Letter of Interest





November 30, 2023

Attn: Amber Hammonds, Contract and Lease Coordinator
1250 N. Eglin Parkway, Shalimar, Florida 32579

**Subject: General Engineering and Professional Services for Okaloosa County Public Works
RFQ: PW 81-23**

Dear Selection Committee:

DRMP, Inc. (DRMP) is writing to present a compelling proposal that embodies innovation, strategic thinking, and a deep understanding of Okaloosa County's needs. At the heart of this proposal is an unwavering commitment to addressing the unique challenges faced by the County and capitalizing on the vast opportunities that lie ahead. With a proven track record of delivering outstanding results and a passion for providing exceptional work, we are confident that the proposal outlined herein will exceed your expectations and provide significant value to Okaloosa County, herein referred to as County.

John Alaghemand, PE, will be the Project Manager and main point of contact for this contract. He will be overseeing the team performing the work included in the scope of this contract. By leveraging his 37 years of experience in the field, he has carefully crafted a comprehensive strategy designed to optimize the County's needs while delivering measurable and sustainable outcomes.

Throughout his career, he has consistently demonstrated the ability to identify emerging trends, adapt to dynamic market conditions, and develop innovative solutions that drive growth and competitive advantage. By combining strategic foresight with meticulous attention to detail, he has successfully executed numerous projects for Okaloosa County, and the surrounding counties of Walton and Santa Rosa in Florida's panhandle, yielding impressive results for previous and ongoing clients and employers alike. He has tailored this proposal specifically to the unique needs of Okaloosa County.

This project will be managed from our Panama City Beach office, with support from our Pensacola, Chipley and Tallahassee offices. Our Panama City Beach location allows for our staff, including our Project Manager, to respond to task work orders, emergency issues or short notice meetings from local offices, significantly reducing travel complications. This variety provides us maximum efficiency, risk minimization, and optimum resource allocation, ensuring a seamless implementation process from inception to completion.

Our company philosophy is a commitment to excellence in professional services. We are committed to serving our community as part of the County's team. **We are confident that selecting DRMP for the General Engineering and Professional Services project gives the County the opportunity to receive the best possible service from the most qualified team.**

We thank you for considering this proposal and welcome the opportunity to discuss its details further and address any questions or concerns you may have. Together, let us embark on a journey of innovation and success.

Yours Sincerely,

DRMP, Inc.

A handwritten signature in black ink, appearing to read "John Alaghemand".

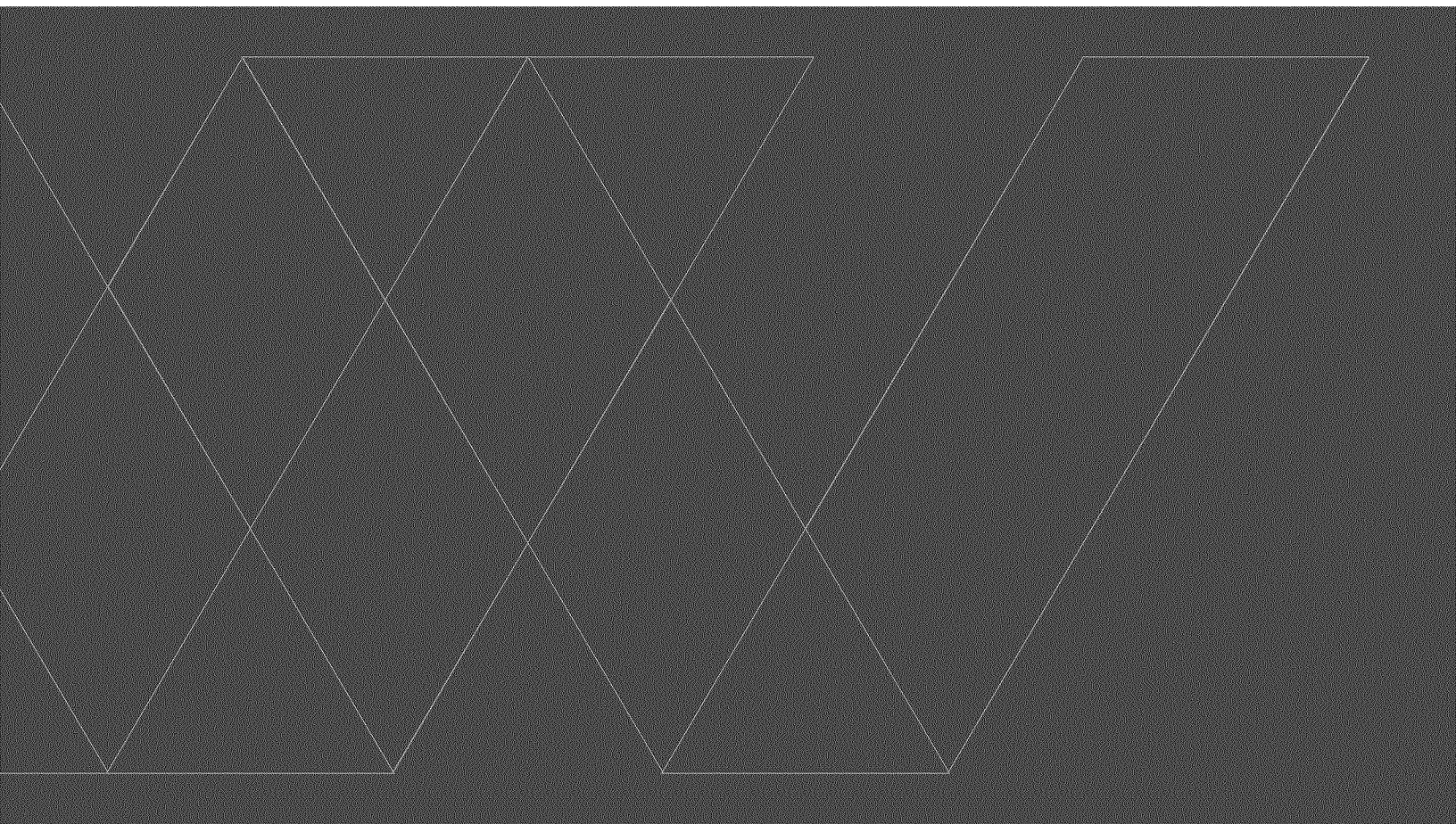
John Alaghemand, PE
Project Manager

A handwritten signature in black ink, appearing to read "Ben Faust".

Ben Faust, PE
Vice President-in-Charge

TAB 2

Past Record



PAST RECORD

Okaloosa County, Florida

GENERAL ENGINEERING CONTINUING SERVICES

Client Reference: Jason Autrey | **A:** 602-C N Pearl Street, Crestview, Florida 32536

P: 850.689.5772 | **E:** jautrey@co.okaloosa.fl.us

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

TEAM MEMBER	ROLE ON PROJECT
John Alaghemand, PE	Project Manager
Ben Faust, PE	Vice President-in-Charge
Julian Poole, PE	Roadway Engineering
Jeffrey Lance, PSM	Surveying & Mapping
Jocelyn Haisch-Linn, PE	Structural Engineering
Bruce Massey, PE	Roadway Engineering
Brandon Welch, PSM	Surveying & Mapping
Leo Rodriguez, PE	Structural Engineering
Elizabeth Graham, PE	CEI
Randall Jernigan	Civil Engineering
Benjamin Lennon, PE	Civil Engineering
Megan Whitmore, PE	CEI

- County Road 2 Widening and Resurfacing Design:** Project included survey, design, permitting, utility coordination, bid services and construction services for the widening and resurfacing CR 2 from SR 189 to SR 85, approximately 9.44 miles. Concept plans and preliminary cost estimate were prepared to assist the County to break CR 2 widening and resurfacing from SR 189 to SR 85 into multiple segments and develop implementation priority plan for the entire corridor. This task also included evaluation of the existing condition of the Big Horse Creek Bridge (No. 570085) and the Yellow River Bridge (No. 570040). The deliverable included an Existing Condition Report detailing the findings along with a listing of recommended safety, structural and maintenance repair recommendations along with associated construction costs.
- Pedestrian Safety Improvements:** Services include preparing construction plans and bid documents for pedestrian safety improvements at 42 locations throughout Okaloosa County. The proposed improvements would be along recently resurfaced roadways that require modifications to the existing curb ramps or installation of new curb ramps in compliance with ADA requirements.
- College Road Bypass over Turkey Creek Bridge (No. 574132) Repairs:** The project includes professional engineering design services for limited structural repairs for the College Road Bypass Bridge over Turkey Creek Bridge (No. 574132) in Okaloosa County. The existing bridge consists of 45 spans ranging in length from 29 feet and three inches to 31 feet and six inches for a total bridge length of approximately 1415 feet and nine inches. Traffic is supported on a series of individual Sonovoid slabs spanning between piers and transversely tied with post-tensioning rods. Scope of services for this project include preparing existing bridge condition evaluation report and bridge structural plan set for replacement or repair of the existing transverse post-tensioning rods and bridge load rating using the latest methodology.

City of Callaway, Florida

CONTINUING PROFESSIONAL ENGINEERING SERVICES

Client Reference: Ed Cook | **A:** 6601 E Highway 22, Callaway, Florida 32233

P: 850.871.6000 | **E:** ecook@cityofcallaway.com

The contract includes engineering design and administration of a wide variety of public works projects, including grant writing, Local Agency Program (LAP), Federal Emergency Management Agency (FEMA), Public Assistance (PA) project administration, surveying and mapping, roadway and bridge design/review, stormwater design/review, utility design/review, environmental permitting, planning, traffic engineering and CEI. The grants required joint project agreement (JPA) or LAP agreement with the FDOT, FEMA and the FDEP. **Task orders include:**

TEAM MEMBER	ROLE ON PROJECT
John Alaghemand, PE	Project Manager
Ben Faust, PE	Vice President-in-Charge
Bryant King, CST I	Surveying & Mapping
Joshua Miller	Drainage Engineer
Randall Jernigan	Civil Engineering

- **Stormwater Master Plan:** This task involved developing a stormwater master plan and cost estimates for resolving the chronic flooding in seven identified problem areas within the City. Preliminary design analysis, solutions and feasibility studies were completed for each site.
- **Environmental and Survey Services:** This task order was to conduct preliminary due diligence, prepare an environmental assessment memorandum outlining the necessary opportunities and considerations and cost estimates to seek ecological improvements to the suburban pond systems. The scope included preliminary data collection, site assessment and summary of findings, historical imagery and resource research, stormwater improvement options, potential grant opportunities, and a final memorandum detailing our findings. Our Professional Wetland Scientists conducted a site review to assess the current status of the ponds and the nearby contributing areas, such as the residential developments surrounding the project area. The site review included a wetland evaluation and a general wildlife survey. Survey effort included the location of surrounding subdivisions, metes and bounds parcels, and easements by strategically locating permanent reference monuments and controlling land corners to enable parcel mapping in order to define the legal limits of the lakes. Metes and bounds descriptions were prepared to allow for conveyance of the lakes to the City. A base map was furnished to act as a managerial document to update, as needed.
- **Grant Writing and Grant Administration, City of Callaway, Florida:** The task includes preparing and administering a wide variety of state and federal grants for the City's Public works projects. **DRMP's recent and ongoing tasks include:**
 - Berthe Avenue Bridge Replacement Project Administration (PA funding) - \$2.2 million
 - Callaway Point Drainage and Roadway Improvements (FEMA funding) - \$500,000
 - Miscellaneous Roadway Resurfacing Improvements Administration – (FEMA funding) - \$500,000
 - Wallace Road Sidewalk Design Administration (LAP funding) - \$600,000
 - Boat Race Road Multi-Use Path Administration (LAP funding) - \$1.1 million
 - Cherry Street Sidewalk & Resurfacing Design Administration (LAP funding) – \$1.2 million
 - Yellow Bluff Road Sidewalk Transportation Alternative Program (TAP) Grant Application - \$420,000
 - Hickory Road Sidewalk Transportation Alternative Program (TAP) Grant Application - \$490,000
 - Berthe Avenue Sidewalk Transportation Alternative Program (TAP) Grant Application - \$650,000
 - West Cherry Street Sidewalk Transportation Alternative Program (TAP) Grant Application - \$400,000
 - Lake Drive Avenue Sidewalk Transportation Alternative Program (TAP) Grant Application - \$1.4 million

The above grants required joint project agreement (JPA) or LAP agreement with the FDOT, FEMA and FDEM.

Walton County, Florida

OLD TOWN OF SANTA ROSA STORMWATER MASTER PLAN

Client Reference: Melinda Gates | **A:** 76 N 6th Street, Defuniak Springs, Florida 32433

P: 850.892.8108 | **E:** gatmelinda@co.walton.fl.us

The Walton County Board of Commissioners needed a firm to provide professional engineering services for the development of a stormwater master plan of Old Town of Santa Rosa.

DRMP developed a comprehensive stormwater master plan considering both flooding and water

quality issues for the Old Town at Santa Rosa area covering approximately 550 acres. The study begins with an extensive field work to collect survey data on culverts, bridges and channels as well as water quality sampling throughout the study area. A surface water model is being developed in ICPR version 4 using LiDAR terrain, GIS layers field data collected for this study. Flooding problem areas are being analyzed with development of floodplain delineations based on model results and comparison to historical flooding information. A pollutant load model is being developed with the SIMPLE GIS-based program to analyze potential sources of pollutants from surface runoff, septic tanks and wastewater point sources. Areas of concern are being identified with sampling and confirmed with modeling analysis.

The results of the study will include recommendations for up to 10 capital improvement projects to mitigate identified flooding and water quality deficiencies with consideration of the ultimate build-out of platted lots.

Walton County, Florida

US 331 FROM I-10 CONSTRUCTION OF WATER & SEWER SERVICES

Client Reference: Dave Sell | **A:** 76 N 6th Street, Defuniak Springs, Florida 32433

P: 850.892.4859 | **E:** SelDave@co.walton.fl.us

DRMP was responsible for approximately four miles of 16-inch watermain, force mains and sanitary sewer lift stations. The project includes sanitary sewer future demand modeling, water main hydraulic modeling and multiple utility owner coordination in FDOT Right-of-Way on fast-track schedule for future Walton County Development. Project responsibilities include grant documentation tracking for RESTORE Act and Triumph grant funding.

DRMP formulated a screening process for this study that involved an initial list of 32 potential BMP projects that were located along all of the major drainage systems discharging to Lakes Griffin and Harris. Potential projects included dry retention ponds, swales, wet detention ponds (with existing

wetland littoral zone for enhanced treatment), exfiltration trenches and Type 2 baffle boxes. Systems were sized to provide efficient stormwater treatment within limited available properties. Pollutant load removals were estimated using a program, BMPTRAINS, developed by UCF Stormwater Academy.

This list was narrowed down to 12 preferred BMP projects by evaluations based on the following criteria: high pollutant loadings in areas without existing stormwater treatment systems, size of the contributing area, connectivity to the outfalls, feasible types of stormwater treatment, wetlands involvement, property

TEAM MEMBER	ROLE ON PROJECT
Ben Faust, PE	Vice President-in-Charge
Jeffrey Lance, PSM	Surveying & Mapping
Joshua Miller	Stormwater
Brandon Welch, PSM	Surveying & Mapping

TEAM MEMBER	ROLE ON PROJECT
John Alaghemand, PE	Project Manager
Patrick Day, PE, BCEE	Utilities
Ben Faust, PE	Vice President-in-Charge
Victoria Howard, PE	Stormwater
Conner Howe, PE	CEI
Randall Jernigan	Civil Engineering
Jeffrey Lance, PSM	Surveying & Mapping
Benjamin Lennon, PE	Civil Engineering
Bruce Massey, PE	Roadway Engineering
Charles Redding III, PE	Civil Engineering
Brandon Welch, PSM	Surveying & Mapping
Megan Whitmore, PE	CEI

needs, partnering opportunities and ancillary benefits (i.e. parks, trails, other stormwater improvements). As a final step, these 12 BMP projects were then ranked based on the economic efficiency of the stormwater treatment, i.e. the total project cost per pound of total phosphorus removed per year.

Escambia County, Florida

OLIVE ROAD WIDENING

Client Reference: TJ Williams | **A:** 221 Palafox Place, Suite 140 Pensacola, Florida 32502

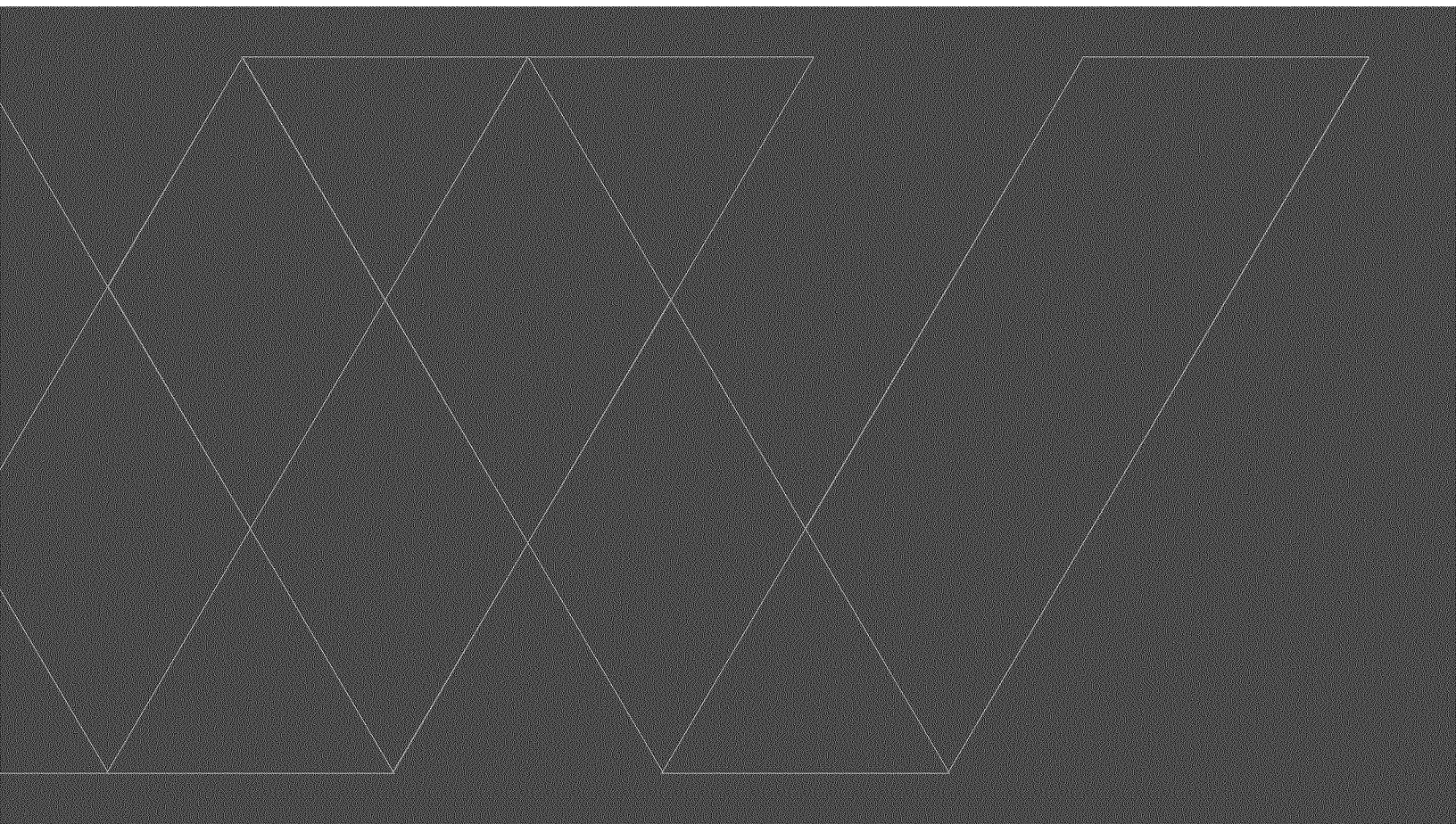
P: 850.595.3417 | **E:** twilliams@myescambia.com

DRMP was responsible for the survey, design, permitting, utility coordination, bid services and construction services for the widening of East Olive Road from Gregg Road to East Johnson Avenue in Escambia County, Florida. The proposed typical section is a 3-lane urban section with a travel lane, bike lane, curb and gutter and sidewalk in each direction plus a center two-way left turn lane. The roadway was designed to FDOT and Escambia County design standards. DRMP provided utility coordination, including the construction plans for the water main relocation through the corridor. Stormwater design included a closed collection system, two new stormwater ponds and permitting through the NFWFMD. Due to funding, DRMP was tasked to identify a cutoff point to split the project into two phases. Phase I of the project includes the western half of the project. DRMP provided construction documents, including specifications and a bid package for letting and is providing construction administrative services.

TEAM MEMBER	ROLE ON PROJECT
John Alaghemand, PE	Project Manager
Erin Arrington	CEI
Mark Brown, GISP	GIS
Ben Faust, PE	Vice President-in-Charge
Jocelyn Haisch-Linn, PE	Structural Engineering
Victoria Howard, PE	Stormwater
Jeffrey Lance, PSM	Surveying & Mapping
Benjamin Lennon, PE	Civil Engineering
Luis Maldonado, PE	Roadway Engineering
George McLatchey, PWS, CEP	Environmental
Julian Poole, PE	Roadway Engineering
Brandon Welch, PSM	Surveying & Mapping

TAB 3

Firms Qualification



FIRM'S QUALIFICATION

Firm's Reputation and Competence

DRMP, Inc. (DRMP) was founded in 1977 by a group of engineers and surveyors who recognized a new trend formulating in the marketplace. By providing a collaborative approach of their firm's professional services, their clients were beginning to appreciate and expect the consistency and continuity their projects received. To continue providing these quality services, it was only natural to join forces permanently into one full-service company with a strategic path for expanding services, geographic reach and employee base. DRMP is a registered Corporation that provides multi-discipline services to our clients in the public, private and industrial sectors in the development of infrastructure for the community-at-large. **Our broad range of services and expertise are organized among the following DRMP Market Sectors:**

- Construction Services
- Municipal/Civil Engineering
- Transportation
- Alternative Delivery
- Surveying and Mapping/Geospatial
- Federal









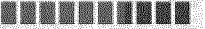




SUBCONSULTANTS

Our carefully selected team of subconsultants brings a wealth of expertise and specialized skills that complement our strengths, enhancing our ability to deliver exceptional services to the County. Their unique perspectives and proficiency will contribute to the success of our partnership, ensuring we provide comprehensive and tailored solutions to meet your needs.

- Atlas Engineering and Consulting | Structural Engineering
- H2 Engineering, Inc. | SBE | Mechanical Electrical & Plumbing (MEP)
- Larry M. Jacobs & Associates, Inc. | SBE, VBE | Geotechnical Engineering
- NOVA Engineering and Environmental, LLC | Solid Waste and Coastal Services
- CPH Engineering, Inc. | Architectural & Landscape Architecture
- Waggoner Engineering, Inc. | Stormwater, Water/Wastewater Engineering & Planning
- Infrastructure Consulting & Engineering, PLLC | Aviation Services

OVERVIEW

Availability of Personnel, Equipment, and Facilities: Below is an individualized availability graphic for the members of staff that have been assigned to this project. This offers a comprehensive overview of their respective time allocations, employing a technical approach to facilitate coordination and resource management for this contract.

John Alaghemand, PE Availability: 70% 	George P. McLatchey, PWS, CEP Availability: 60% 	Ronald Thompson, PE Availability: 65% 
Patrick Day, PE, BCEE Availability: 65% 	Julian Poole, PE Availability: 65% 	Scott Craig Jr., PE, CxA, LEED AP BD+C Availability: 65% 
Ben Faust, PE Availability: 50% 	Leo Rodriguez, PE Availability: 60% 	John M. Lenti, AIA, NCARB, ENV SP, LEED AP Availability: 65% 
Erica Jernigan, PE Availability: 60% 	Cody Harden, PE Availability: 65% 	
Benjamin Lennon, PE Availability: 60% 	Keith Jacobs, PE Availability: 70% 	

Experience with Design and Modeling Software: On the following pages, we showcase proficiency in utilizing advanced design and modeling software, as we harness the power of technology to innovate and bring creativity to life in our pursuits.

REPEAT BUSINESS

We have held similar continuing services contracts for Okaloosa County since 2008 and have successfully completed several transportation improvement projects and are ready and able to continue providing you with quality service that will meet your needs.

COST ESTIMATES

DRMP understands how costs can easily escalate and we have developed a plan to enhance cost accuracy and ways to meet the programmed construction cost. Prior to plan reviews to the County, we will complete an Engineer's Cost Estimate. We will review quantities to verify that they are up-to-date and check the quantities against the plans. Unit cost adjustments will be made taking into consideration construction marketing trends. We will make sure to check big ticket items like asphalt, fill and concrete where a unit price increase could greatly impact the construction cost. Occasionally plans revisions generated from the plans review can affect the cost estimate. For example, we revised a MOT phasing based on a plan's review comment. The new phasing created a large quantity of temporary walls to fit within the right-of-way. This generated a large increase in the construction cost. We will work with our CEI and Design-Build staff regarding unit cost variations. Living in this time of rapid inflation, DRMP will take every precaution to stay on top of construction costs so that we may deliver a cost estimate that is 95% accurate to the County.

Experience with Design and Modeling Software

AUTOCAD AND CIVIL3D

DRMP uses AutoCAD and Civil3D to support workflows for various infrastructure projects, including roads and highways, roundabouts, rail, bridges, site development, and storm and sanitary networks. The application of Civil3D streamlines the analysis and design of various time-consuming tasks and helps visualize conflicts and identify problems at early stages of the design.

3D MODEL CENTRIC DESIGN

DRMP uses OpenRoads and OpenBridge Designer to deliver 3D BIM files to the contractor. 3D model centric design provides for a better overall design and eliminates conflicts in the field and expedites the construction schedule furthering cost savings for our clients. These models can be loaded into Contractors AMG Systems such as earthwork, milling and paving operations.

PROJECTWISE

DRMP's investment into ProjectWise increases our efficiencies working on complex projects and provides a collaborative environment where our subconsultants and clients have access to our files; this allows all members of the team to be in sync at all times. DRMP has proactively purchased a Trimble SiteVision Unit which is an Augmented Reality (AR) software that loads 3D models onto a phone screen allowing DRMP to view the 3D BIM deliverables during plans in hand reviews as well as other applications. As our industry moves more and more away from Traditional Signed and Sealed (S+S) 2D Plans to S+S 3D Deliverables, our industry must be able to still view the design in the field for real world context.

SITEVISION

DRMP has proactively purchased a Trimble SiteVision Unit which is an Augmented Reality (AR) software that loads 3D models onto a phone screen allowing DRMP to view the 3D BIM deliverables during plans in hand reviews as well as other applications. As our industry moves more and more away from Traditional S+S 2D Plans to S+S 3D Deliverables our industry must be able to still view the design in the field for real world context.

PRODUCTS OUR TEAM CAN PRODUCE INCLUDE, BUT ARE NOT LIMITED TO:

3D modeled renderings from CADD

Drive-through and fly-through animations of proposed designs

Large format aerial displays of proposed designs

Before and after photo simulations

2D and 3D illustrations of complex designs

High-definition videos using the latest drone and UAV (Unmanned Aerial Vehicle)

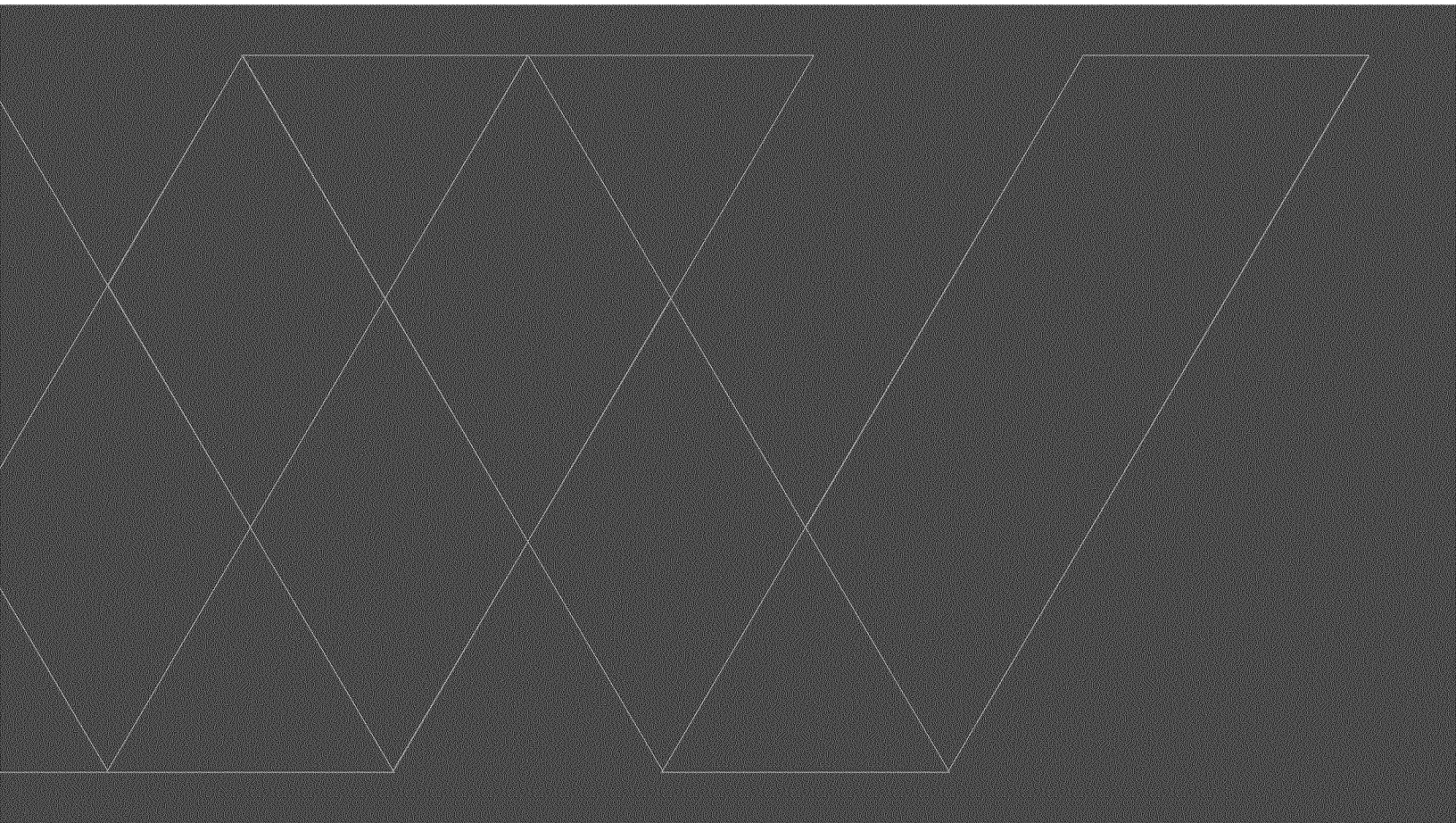
List of Firm Software

DESIGN & GEOMATICS
AutoDesk AEC Collections (AutoCAD, Civil3D, Revit, Raster, Recap Pro, Map3D)
Bentley (Open Roads Designer, Power GeoPAK, Descartes, ContextCapture, Culvert Master, Power InRoads, StormCAD)
Transoft AutoTurn
CaiCE Visual Transportation
Trimble Business Center
Trimble Realworks
STAR NET/STARLEV (Network Adjustment)
Pix4D Mapper
Terra Solid (T Model, T Scan, T Photo)
Riegl (Ri-Process, Ri-Scan Pro, Ri-World, Ri-Acquire, POSPac MMS, Ladybug)
FARO Scene
TopoDOT Extension for Microstation and ORD
Geenbrier Graphics – Deed Plotter
Power Line Systems – PLS-CADD
SCHEDULING SOFTWARE
Oracle Primavera P6
Microsoft Project
Primavera SureTrak
GEOGRAPHIC INFORMATION SYSTEMS
ESRI ArcGIS Desktop (Basic, Standard, Advanced)
ESRI ArcGIS Extensions (Network Analyst, Spatial Analyst, 3D Analyst, ArcHydro, Data interop)
ESRI ArcGIS for Aviation: Airports
ESRI ArcMAP
ESRI Arc GIS Pro
ESRI ArcPad
ESRI Collector for ArcGIS
TRANSPORTATION/TRAFFIC
Transoft Solutions – Guidesign & AutoTurn
Trafficware Synchro
Trafficware Sim Traffic
McTrans HCS+
Sidra Solutions - Sidra Intersections
Lighting Analysts – AGI32
Tru-Traffic
SignCAD

STRUCTURES
PTC MathCAD
Bentley - STAAD Pro
Bentley - Open Bridge Designer
BSi – Atlas
BSi – FB-MultiPier
LARSA 4D
MDX
CivilTech – Shoring Suite
SmartBridge Tech – Smart Bridge Suite
Pile Buck - SPW 911
Computer Structures Inc – CSI Bridge
Eriksson Software – ET Culvert
WATER RESOURCES
ICPR 3 & 4
XP-SWMM
HEC (RAS,HMS, GeoRAS, GeoHMS)
BMPTrains
GEOPAK Drainage for Power GeoPAK
Devo Engineering – PONDS
FHA – HY8
Hiteshew – ASAD
HydroCAD
MatLab – Hydroplaning
VISUALIZATION AND GRAPHICS
Adobe Creative Cloud Suite (Photoshop, Illustrator, Acrobat, Indesign)
Trimble SketchUp
Bentley LumenRT
Bentley ConceptStation
Autodesk InRoadworks
OTHER SOFTWARE
Newforma Project Center
Deltek Vision
Microsoft Office 365
Microsoft Teams
Bluebeam Revu (Standard and eXtreme)
Techsmith – Camtasia and Snagit

TAB 4

Proposed Project Execution Strategy



PROPOSED PROJECT EXECUTION STRATEGY

Understanding of County's Needs

Our team has reviewed RFQ PW 81-23 and Addenda #1. DRMP has in-house capabilities to provide a full complement of general consulting services and has partnered with the most experienced subcontractors to provide general consulting services to the County.

TYPES OF PUBLIC INFRASTRUCTURE PROJECTS WHICH MAY BE ASSIGNED INCLUDE:

Roadway Design	Stormwater Management	Solid Waste Management
Minor Bridges	Erosion Control	Utilities (Water and Wastewater)
Signalization	Coastal Management	Parks & Rec
Traffic Studies	Environmental Investigations	Facilities Management
Architecture and Landscape Design Services	Any other type of project for the recreation, employment, and health and safety of the public	

Roadway Design

DRMP offers a broad range of roadway design expertise to meet all our clients' transportation needs. As a leader in providing transportation planning and design services, our team of experts specialize in interchange improvements, new alignments, roadway widening, and limited access facilities. In addition to traditional signalized intersections, we have worked on various innovative, award-winning intersection improvement projects, including single-point interchanges, diverging diamond interchanges, reduced conflict intersections, quadrant left, roundabouts, and displaced left turns.

Minor Bridges

DRMP's experience with municipalities and private clients has enabled us to design very cost-effective buildings and structures for unique projects. Our specialty structures experience includes everything from piers and floating docks to boardwalks and pavilions. DRMP's wide array of building and facilities projects consist of small structures, parking garages, buildings and toll plazas. Using advanced structural analysis software, DRMP has also analyzed the condition of existing structures and evaluated rehabilitation versus replacement benefits. Our bridge experience includes everything from box culverts and short span bridges to major bridges consisting of multiple span continuous steel bridges and multiple span continuous post-tensioned concrete bridges. We use sophisticated structural analysis software that enables us to evaluate repair versus replacement issues. DRMP also has vast experience of providing structural analysis in support of other disciplines, such as signalization, signing and marking, ITS, lighting and maintenance of traffic for a wide variety of clients.

Atlas Engineering and Consulting (Atlas) is a full-service structural engineering firm located in Panama City, Florida. They work within various sectors and undertake specific services such as Structural Designing and Construction Management for a wide range of clients. Whether the needs are simple or complex, their team has the expertise and experience to innovate, design, and implement longlasting solutions for all needs and situations. Atlas strives to maintain the highest levels of safety in all projects they undertake. Whether commercial or residential, structural designing is important in order to ensure that all engineered projects completed by their team are safe, stable, and built to last.

Signalization

We have a long history in transportation planning. We have served as the general engineering consultant (GEC) for the West Florida Regional Planning Council serving the FL-AL TPO, Okaloosa-Walton TPO and Bay County TPO. **Ben Faust, PE, Vice President-in-Charge and John Alaghemand, PE, served as the Project Managers on this contract** that included extensive coordination with the WFRPC planning staff and the

local agencies across the three TPO regions served by WFRPC. The contract included several large Corridor Management Planning studies that required extensive traffic modeling, signal re-timing, access management and public involvement activities on major congested roadways. Another significant assignment for the contract was the Regional Freight Study where we conducted outreach to the regional freight carriers to identify problem intersections and then studied each hotspot for potential traffic solutions.

Two other examples where our local knowledge and experience were beneficial was our response to the Johnson Avenue Emergency Repair for Escambia County and the Scenic Highway Repair for FDOT. In each case, we had staff onsite surveying and evaluating the damage and providing damage assessments to the maintaining agency within hours of being notified of the assignment. Our familiarity with the sites as well as the key players, (Escambia County, Milton Operations, FDOT) led to an expedited assessment process that allowed for funding to be secured and design of the ultimate repairs to commence as soon as possible.

These contracts covered a wide array of projects supporting improved traffic operations including intersection improvements, turn lane additions, installation of new traffic signals, access management/median modifications, pedestrian signal installations, pedestrian safety improvements, signal system retiming, individual signal retiming and many more.

Traffic Studies

Traffic operations studies include performing analyses and preparing reports in conjunction with the Manual of Uniform Traffic Studies (MUTS) and the MUTCD. These studies also include various types of data collection that are necessary for the development of transportation planning studies.

THESE STUDIES MAY INCLUDE:

Turning Movement Counts (TMC)	Intersection and Corridor Safety Analysis (Access Management Study)
System Data Collection	Traffic Signal System Timing Evaluation and Design
Corridor Travel Time and Delay Studies (including Levels of Service)	Corridor Operational Assessment
Origin-Destination (O-D) Studies	Access Management Analysis
Traffic Signal Warrant Analysis	Parking Studies, Planning, Design, and Information Efforts
Speed Limit Studies	Intersection Geometry and Signal Phasing Analysis

DATA COLLECTION TASKS INCLUDE:

Analysis of site characteristics	Turn lane storage evaluation
Speed data	FDOT Quality and LOS evaluation
Collision analysis	MUTCD Signal Warrant Analysis
Intersection delay study	Field observations by a Professional Traffic Operations Engineer (PTOE)
Volume analysis	Work program investigation
Synchro/SimTraffic modeling	

THOROUGH FIELD REVIEW WILL BE CONDUCTED TO:

Document existing field conditions	Surge protection
Intersection cabinet inventories	Intersection detectors
Cabinet space availability	Electrical power service assemblies
Intersection operating plans	Signal equipment layouts

CONCLUSIONS AND RECOMMENDATIONS OF TRAFFIC OPERATIONS STUDIES INCLUDE:

Traffic signal installation	Pedestrian features
Traffic signal re-timing and re-phasing	Removal of site distance obstacles
Roundabout installation	Enhanced pavement markings
Auxiliary lane improvements	Roadside signage

Stormwater Management

Population growth and land development have directly impacted the need to manage the water in our communities. DRMP works with our clients to provide efficient engineering to manage water through systems that meet regulatory and agency requirements and function as economic and maintainable systems. We recognize that our ultimate objective is to protect water quality, the environment and the communities in which our systems serve.

At the local level, we have closely interacted with key state, county and municipality staff, and have coordinated on several occasions with the SJRWMD/SFWMD regarding stormwater and environmental issues. DRMP staff frequently coordinates with FFWCC and USFWS for wildlife permitting necessary for project advancement. We know the relevant regulatory and review agency personnel and state and federal agencies, including SJRWMD, SWFWMD, FDEP, FFWCC, USACOE USFWS, and USCG. We have also obtained permits from the FDEP for utilities, transportation and civil engineering projects and coordinated with them on such issues as sovereign submerged lands.

Environmental Services

DRMP is a full-service environmental and engineering consulting firm that provides a broad spectrum of services. Our multi-disciplinary staff of professionals has a proven track record of service to the public and private sector, as well as combined experience and expertise in all facets of ecological, water, wildlife and resource management. Our primary resource is our highly qualified staff that can provide a product in a timely and cost-effective manner.

DRMP is particularly proud of its permitting team, having permitted hundreds of projects over the past few years. Wetland resource permitting is a major component of DRMP's professional services. Our team is skilled at obtaining permits, as required from the FDEP, US Army Corps of Engineers (USACE), NFWMD and county agencies. In support to Okaloosa County for permitting applications, DRMP can determine agencies with jurisdiction over specific wetlands, assist in project planning including design assistance for avoidance and minimization of impacts, conduct jurisdictional delineations and obtain agency approval for those delineations and negotiate with the agencies for appropriate wetland mitigation through restoration, creation, or banking. We also provide survey and permitting services for protected species issues. In addition, we use state-of-the-art GIS technology that is fully integrated to support a variety of environmental applications, such as spatial analysis services ranging from simple mapping to the highly sophisticated 3-dimensional analyses. We maintain and run the most recent versions of ArcGIS, Arc/INFO, ArcView and AutoCAD that can be utilized for wetland delineation, basin studies, soils maps and numerous other environmental and various locating applications throughout our work.

Ecological scientists and biologists work closely with the firm's interdisciplinary teams on a broad range of land planning and development projects. This teamwork ensures the creation of projects that are sensitive to the character and natural attributes of each project site. Our ecological capabilities include the following:

- Environmental and biological assessments
- Environmental impact statements
- Wetland delineation
- Wetland systems monitoring
- Wetland restoration and mitigation plans
- Jurisdictional Wetland Delineation

Solid Waste Management

NOVA adds value to a project for private companies and public entities by providing solutions that are balanced with reason and ingenuity. This is evidenced by their long list of marquee projects, high rate of repeat clients, and significant organic growth. Currently, they provide Environmental Consulting, Geotechnical Engineering, and Construction Materials Testing and Inspection services to the design and construction community.

NOVA has an extensive and varied project resume. Their portfolio reflects retail centers, industrial/warehouse facilities, office buildings (low to high-rise), hotels, universities, K-12 educational facilities, multi-family complexes, judicial facilities, roads, parks and trails, bridges, and healthcare facilities.

Core Services Include:

- Geology & Hydrogeology
- Hazardous & Solid Waste/Materials Management
- Industrial Hygiene/Occupational Health & Safety
- Facility Multimedia Environmental Compliance
- Landfill & Impoundment Siting, Permitting, Design, CQA Closure, Post-Closure
- Property Condition Assessment
- Geotechnical Exploration & Engineering
- Construction Materials Testing & Inspection
- Roof Consulting
- Pavement Testing & Consulting
- Third Party Quality Assurance
- Construction Defect Mitigation
- Building Envelope Consulting & Testing
- Florida and Georgia Private Provider
- Municipal/Building Department Support
- Plan Review/Value Engineering
- Facilities & Non-Destructive Testing
- Facilities/Forensic Engineering
- Expert Legal Support

Utilities (Water and Wastewater)

Waggoner has a long history of helping clients in planning, assessing, and evaluating their solid waste management needs. Their team members have characterized waste streams for planning solid waste management programs, evaluated waste technologies for clients, permitted waste management facilities, performed compliance audits, and developed compliance programs in managing wastes. Waggoner has more than 160 professionals working across 15 offices in six states and Washington, DC, assisting many clients in developing strategies for cleaning up contaminated sites and siting facilities including the involvement of economic development agencies in multiple states and returning contaminated properties to successful re-use.

Overall, Waggoner consists of a multi-disciplined team of civil engineers, program managers, planners, surveyors, economic development professionals, geographic information system (GIS) specialists, economists, and policy experts. Their staff construct the right team for each client and work to ensure successful outcomes that exceed expectations.

Parks & Recreation

DRMP's experience in managing design, planning and permitting of parks and recreational projects ranges from community parks to theme parks. As a team working together, we know how to properly plan for the environment, pedestrians and use of public parks. Our team is comprised of recreational planners, landscape architects, park designers, engineers, surveyors, drainage specialists, and lighting specialists that understand athletic programming and scheduling. DRMP has designed and permitted projects for waterfront development, community parks, campgrounds, and multi-use paths/trails.

The DRMP team has the ability to maximize the use of park infrastructure in a way that blends and balances green space and play areas. We understand the role of proper grading and drainage when designing and constructing sports fields and playgrounds, and we have a thorough knowledge of local permitting requirements and the availability of local construction materials. For parks and recreation projects, our design professionals can offer a wide variety of services.

The following summarizes the basic services that may be required:

- Master Planning
- Site Assessment and Development
- Environmental/Ecological Evaluation
- Drainage Design
- Utilities Design
- Landscaping
- Structural Elements
- Permitting
- Construction Administration/Inspection

Facilities Management

EXPERIENCE AND ABILITY WORKING WITH PUBLIC, HIGHER EDUCATION CLIENTS AND THEIR STANDARDS AND PROCESSES

We are very familiar with environmental requirements, Florida Statutes, and State Requirements for Educational Facilities (SREF) as applicable for higher educational projects. In fact, we use Section 5 of SREF as a checklist for all of our Civil/Site projects at educational facilities. We are also familiar with the unique scheduling considerations on any active campus. Our goal is to minimize impact to the faculty, staff and students by utilizing student breaks for the construction to the extent practical. It has also been our standard practice to provide project status reports to school staff just prior to their internal staff meeting thereby equipping them with current project information to make budget and schedule decisions.

KNOWLEDGE OF RELEVANT CODES

At the local level, we have closely interacted with the key state, county and municipalities' staff, and have coordinated on a number of occasions with the applicable local districts regarding stormwater and environmental issues. We have also obtained permits from the FDEP for utilities, transportation, and civil engineering projects and coordinated with this agency on such issues as sovereign submerged lands. Many of our staff regularly coordinates with FDOT regarding driveway connection permits, right-of-way utilization permits, and drainage connection determinations and permits. Our environmental staff works with many of these agencies to obtain information, clearance and permits as necessary for a project. Our staff is thoroughly prepared to handle any permitting needs associated with the proposed services, including potential wetland and wildlife issues.

EXPERIENCE WITH PROJECTS ON AN OCCUPIED CAMPUS

Along with our higher education experience, DRMP also has experience with performing projects within an active theme park and busy hospital campuses. All of these present unique challenges such as campuses that never sleep, peak times and security concerns. We have decades of experience with clients like these and take great care to avoid disrupting normal activities. We look at scheduling work to be performed during scheduled breaks or during off-hours, to avoid disruptions altogether. For example, if there is a planned disruption of utility service, we have this performed during spring break or at night. If it isn't feasible or the construction duration is too long, we then use other measures.

Our first priority is always pedestrian safety. We review the existing paths and how they may be impacted by a project. For paths that are within the project limits, we temporarily close them off and provide a safe, well-marked and convenient re-route around the project.

Next, we review vehicular circulation as it is important to ensure that faculty and students are able to get to their destination safely and on time. If work only requires a single lane closure, we explore the use of flag men or other maintenance of traffic that allow the circulation to remain. Alternatively, if a project requires closing off an entire lane, we propose alternate routes with sufficient traffic signage and markings to effectively direct vehicles around the project. Some instances may allow for temporary pavement to be constructed to bypass around a project, but without disrupting other vehicular circulation. Finally we can review the project and sequence of construction to produce a phasing plan that provides the least disturbances, while allowing construction activities to efficiently take place.

Architecture and Landscape

CPH is a multi-disciplined A&E firm that has provided services to clients for over 42 years. Their services include architecture, landscape architecture, engineering (civil, transportation/traffic, mechanical/electrical/plumbing, structural, and utility), planning, survey, environmental, and construction administration. They have been working with public agencies in the development of projects that include civic centers, complete streets, parks and recreation, public works facilities, fire/police stations, municipal office facilities, and utility infrastructure projects. In 1994, CPH's landscape department started with the addition of one landscape architect and has grown to a diverse group of individuals representing over 60 capable, full-time personnel, including planners and environmental scientists. CPH's architectural practice began in 2004 with the addition of one architect and has grown to over 25 team members, including six licensed architects.

Surveying and Mapping

DRMP's Surveying and Mapping Division has provided services to an expansive list of valued clients since our inception. Our surveying staff is comprised of Florida-registered Professional Land Surveyors (PLS)/ Professional Surveyors and Mappers (PSM), survey technicians, CADD operators and field crews, yielding one of the largest survey capabilities in Florida. Our experienced and highly competent surveying and mapping team can respond quickly and precisely, ensuring that any issue or hurdle is resolved in a timely manner with care and caution.

Our surveyors employ state-of-the-art equipment, software and survey techniques to acquire and transfer accurate, comprehensive survey data quickly and cost effectively. DRMP works diligently to match our surveying and mapping services to the individual needs of each client while providing personalized attention regardless of the scope or size of the project. This allows us to tailor our services to develop cost-effective solutions for successful project outcomes.

TYPES OF SURVEYS DRMP CURRENTLY PERFORMS:

ALTA Surveys	Geographic Information Systems (GIS)	Sectional Surveys
As-Built Surveys	Legal Descriptions	Sketches of Description
Boundary Surveys	Maintenance Maps	Terrestrial Static and Mobile LiDAR
CEI Survey Support	Environmental Surveys	TIITF Sketches
Construction Surveying	Peer Review (QA/QC)	Title Review
Digital Terrain Modeling	Photogrammetry	Topographic Surveys
Quantity Surveys	Platting Services	Subsurface Utility Designation and Location
Right-of-Way Determination	Right-of-Way Mapping	Subsurface Utility Vacuum Excavation
Expert Witness Service	Right-of-Way Control Surveys	Unmanned Aerial System (UAS) Surveys (or Drone Surveys)
Geodetic Control Surveys	Route Surveys	Wetland Jurisdictional Survey

Aviation Services

Infrastructure Consulting & Engineering, PLLC (ICE) is a full-service engineering and design firm that provides professional consulting services to local government clients. ICE is licensed to offer in-house services in aviation planning, architecture, facility design, civil engineering, environmental services, permitting, construction administration, and grant coordination for general aviation and commercial service airport clients throughout the Southeast. Their aviation experts have completed numerous projects varying in size, scope, and complexity, similar to those requested by the County. Their long-standing and strong relationships with the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) will continue to prove invaluable in providing input and guidance to the Authority for obtaining federal and state funding.

Willingness to Meet Time and Budget Requirements

To ensure an adequate staffing level for this project, we maintain a large staff of engineers, planners, surveyors, scientists and support personnel. The project team personnel that will be primarily responsible for this project are currently seeing a decrease in their committed workload. This forecast includes the work remaining on current contracts and pending work waiting for contract approval.

The staff demands of the anticipated project will only be a portion of the available staff capacity of the DRMP Team. This ensures not only that we can commit to the projected manpower requirements, but that we will have a great deal of potential reserve availability to provide responsiveness for occasional peak staff demands, which allows flexibility in meeting and improving project schedules, and addressing any unforeseen circumstances that may require additional staff.

History of Timeliness and Internal Review Process

Our ability to meet schedules and set budgets is driven by performing a detailed review of the scope of services alongside field reviews and construction cost estimate. The success of any project depends on the right personnel. Our project manager will ensure the initial project organization and set-up is completed before developing the Project Management Plan. Bi-weekly team meetings will track progress and establish 30, 60 and 90-day lookaheads. Continuous communication between DRMP and the County will be maintained at every step. Monthly progress meetings will be held with the County Project Manager to ensure the project is moving forward.

Ability to Meet with the County

Our team brings a great working relationship to this project. DRMP and our subconsultant teaming partners have worked together on multiple projects throughout the State of Florida for FDOT and various cities and counties. **DRMP Staff are willing and able to appear in person for meetings upon one business day notice/request by the County.**

Current Workload and Firm's Capacity to Perform Future Work

We are dedicated to revolutionizing your workload and granting you more freedom. Our engineering solutions are specifically designed to gradually reduce the demands on time, allowing us to focus on the areas that are most important. Our streamlined processes and optimized strategies ensure that our workload becomes lighter, providing the flexibility to pursue new opportunities and drive the progress of Okaloosa County's development. Partnering with us embraces a future where workload steadily becomes more liberated, opening doors to endless possibilities for both parties.

top
Southeast
Design
Firm

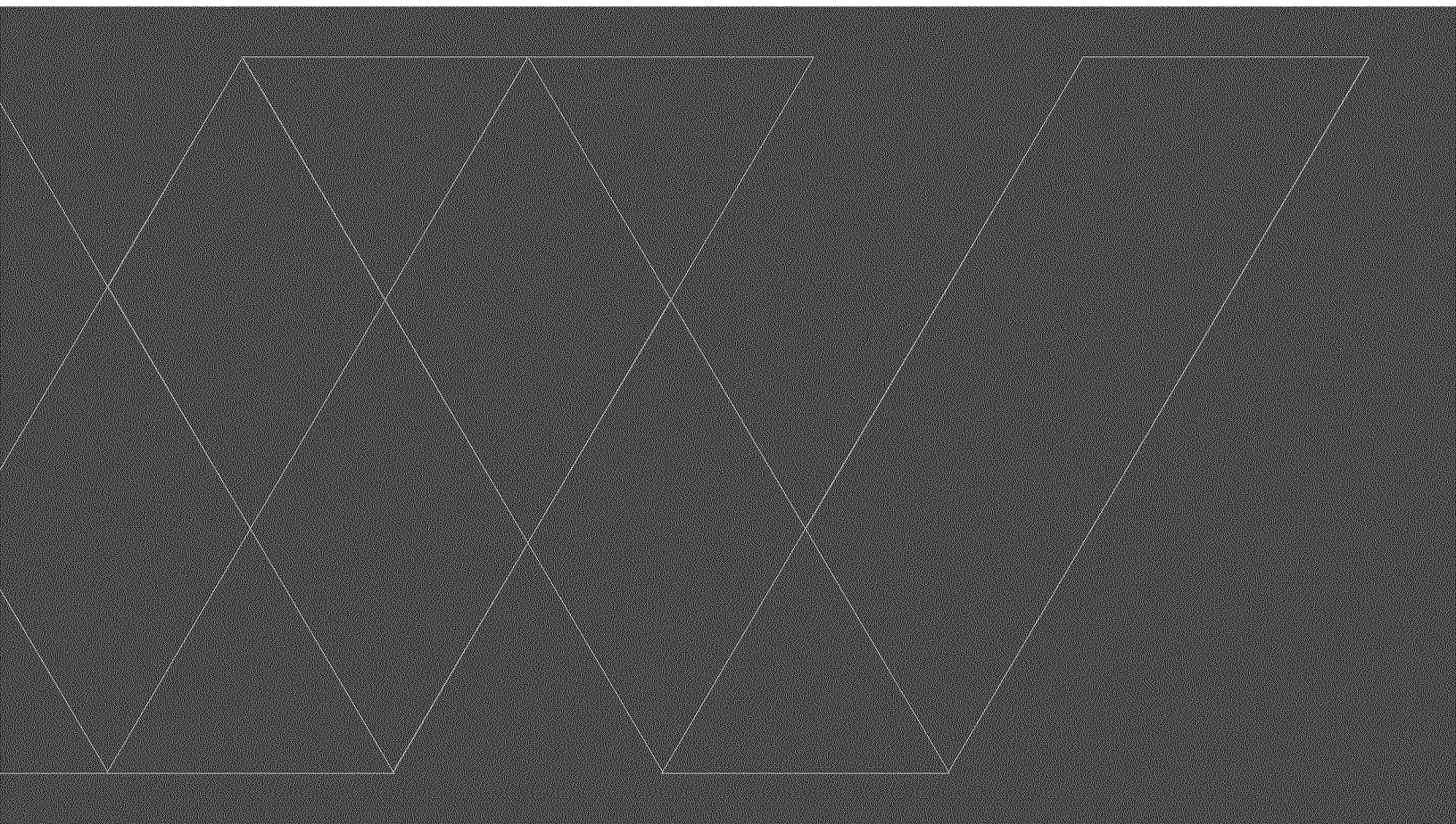

LOCAL
ENGINEERING
STAFF



Since
1977


TAB 5

Schedule and Budget



SCHEDULE AND BUDGET

Each of the projects mentioned below have successfully adhered to the established scheduling and budgetary requirements, showcasing our meticulous planning and execution. This accomplishment not only underscores our commitment to delivering projects on time but also demonstrates our adeptness in managing resources and ensuring that all financial objectives are met without compromising quality or efficiency.

Okaloosa County, Florida

GENERAL ENGINEERING CONTINUING SERVICES

Client Reference: Jason Autrey | **A:** 602-C N Pearl Street, Crestview, Florida 32536

P: 850.689.5772 | **E:** jautrey@co.okaloosa.fl.us

- Tasks under this contract have been completed on time and within budget

City of Callaway, Florida

CONTINUING PROFESSIONAL ENGINEERING SERVICES

Client Reference: Ed Cook | **A:** 6601 E Highway 22, Callaway, Florida 32233

P: 850.871.6000 | **E:** ecook@cityofcallaway.com

- Tasks under this contract have been completed on time and within budget

Walton County, Florida

OLD TOWN OF SANTA ROSA STORMWATER MASTER PLAN

Client Reference: Melinda Gates | **A:** 76 N 6th Street, Defuniak Springs, Florida 32433

P: 850.892.8108 | **E:** gatmelinda@co.walton.fl.us

- This project met established scheduling and budgetary requirements

Walton County, Florida

US 331 FROM I-10 CONSTRUCTION OF WATER & SEWER SERVICES

Client Reference: Dave Sell | **A:** 76 N 6th Street, Defuniak Springs, Florida 32433

P: 850.892.4859 | **E:** SelDave@co.walton.fl.us

- This project met established scheduling and budgetary requirements

Escambia County, Florida

OLIVE ROAD WIDENING

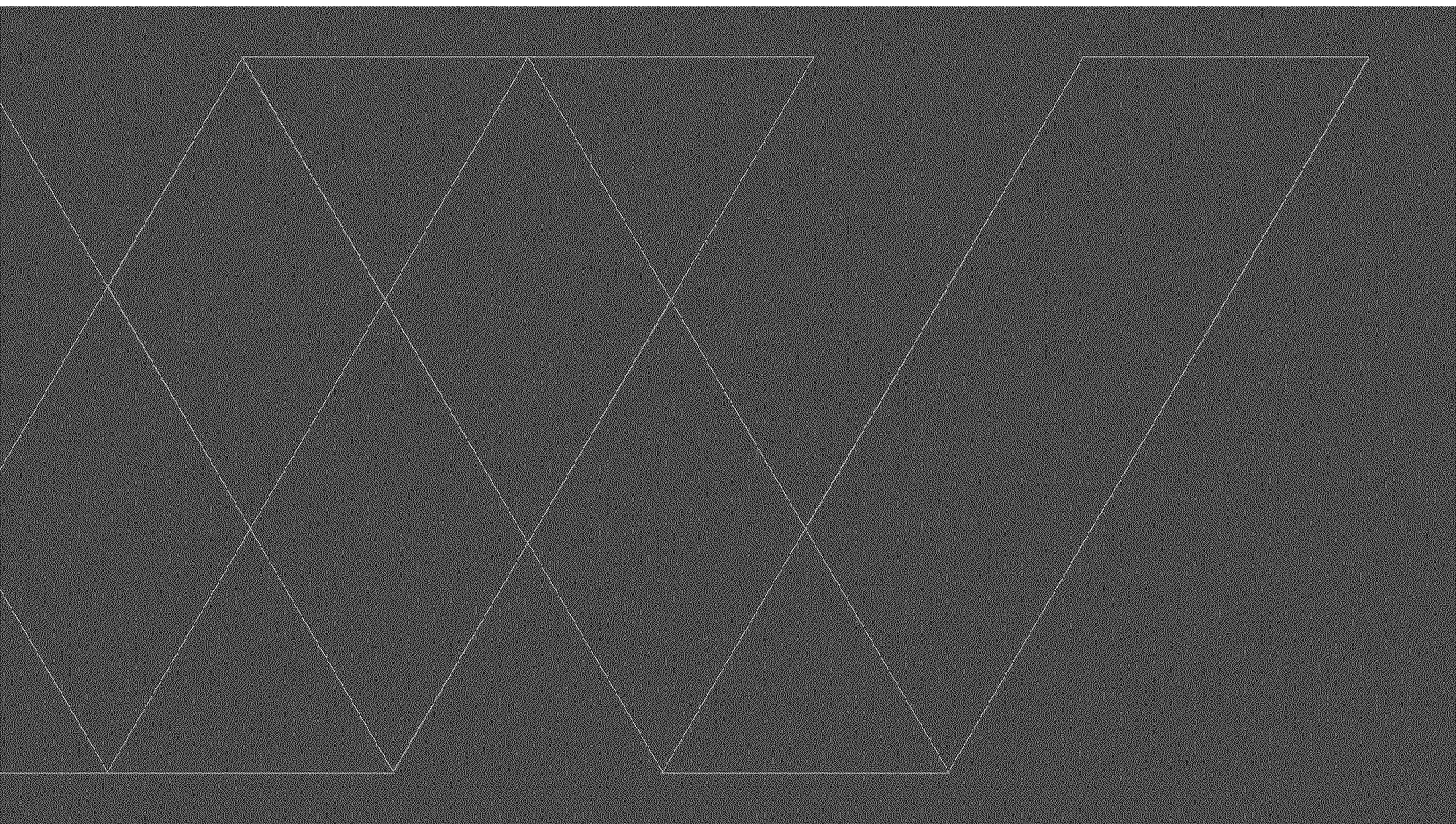
Client Reference: TJ Williams | **A:** 221 Palafox Place, Suite 140 Pensacola, Florida 32502

P: 850.595.3417 | **E:** twilliams@myescambia.com

- This project met established scheduling and budgetary requirements

TAB 6

Regulatory and Grant Experience



REGULATORY AND GRANT EXPERIENCE

For DRMP and Okaloosa County, grant experience can significantly benefit both parties by providing valuable opportunities to enhance our projects, expand our networks, and make a positive impact in our field.

By actively seeking and securing grants for our projects, we gain access to a range of benefits. Firstly, grants provide the financial resources necessary to execute projects that might have been otherwise constrained by budget limitations. With additional funding, we can explore innovative solutions, purchase specialized equipment, and conduct thorough research, all of which can elevate the quality and scope of our work.

The process of applying for grants and working with county clients exposes us to a broader network of professionals, decision-makers, and potential collaborators. In our storied experiences, there are often diverse stakeholders who are invested in community development and improving infrastructure. By engaging with these entities, we can establish valuable connections that lead to new partnerships, contracts, and opportunities for professional growth. Collaborating with clients also allows us insight into local challenges, needs, and regulatory frameworks that can inform our work and help you develop solutions that are tailored to specific communities.

We have learned to articulate our project's goals, objectives, and anticipated outcomes in a clear and compelling manner. This enhances the ability to secure funding and becomes invaluable in our work. We have become adept at developing project plans, estimating costs, and effectively communicating the value of work to the stakeholders, which ultimately contributes to more successful project execution.

Grant-funded projects often have specific metrics and deliverables that must be met, and successfully meeting these benchmarks showcases competence and boosts professional reputation, demonstrating our ability to deliver results and make a tangible impact in the communities we serve. Positive outcomes and successful implementations resulting from grant-funded initiatives provide evidence of skills and expertise, further bolstering credibility and opening doors to future opportunities.

Our Mission Statement is "To continue excellence in delivering sustainable civil infrastructure services while enhancing opportunities for our employees and the communities we serve."

Grant Writing and Administration

The DRMP Team is experienced in providing innovative ideas and approaches to minimize cost and help to bring infrastructure projects to construction. Many of our clients are small communities that must seek funding assistance through loans and grant programs for implementation of their capital improvement projects and operations and maintenance of infrastructures. The DRMP Team has extensive knowledge of state and federal grant programs, is eager to assist the County with pursuing federal funding for the current County projects and will be always on the look to identify potential grant opportunities to assist the County with the new infrastructure improvement projects.

Grant Application

DRMP has extensive experience in acquiring state and federal grants for the local agencies. A majority of DRMP clients are small counties and cities which have funding constraints for implementation of their capital improvement projects. DRMP is always looking to identify potential grant opportunities for our clients and will do so for the County.

Like many local agencies, funding constraint for implementation of capital improvement projects and improved operations and maintenance of infrastructure is a major issue facing the County. The DRMP Team will be seeking potential grant opportunities to assist the County to enhance its infrastructure improvement programs.

DRMP has prepared numerous grant applications for transportation, traffic, utility, environmental, Law Enforcement and Fire Safety programs.

PAST GRANT APPLICATIONS INCLUDED:

Transportation Incentive Program	Transportation Regional Incentive Program (TRIP)	Florida Forever Grant Program
Transportation Outreach Program	Florida Recreational Improvement Assistance Program	Restore Project Application
Highway Safety Grant Program	Transportation Enhancement Program	Federal Transit Administration Grant Program
Community Traffic Safety Grants	Better Utilizing Investments to Leverage Development (BUILD)	Fire Safety Grant Program
Small County Outreach Program	CDBG Grant Program	Assistant to Firefighters Grant Program
Water Rescue Grant Program	Hazard Mitigation Grant Program	Energy Grant Program
	Transportation Investment Generating Economic Recovery (TIGER)	

Several of the above grants required JPA or LAP agreement with the Florida Department of Transportation (FDOT). DRMP has extensive experience in design, construction engineering and inspection and administration of the JPA and LAP funded projects.

Permitting

DRMP is familiar with permitting requirements that may be pertinent to the proposed scope of work. Our team has over three decades of experience providing engineering stormwater and environmental permitting services throughout the state of Florida. We have closely interacted and coordinated project requirements with key staff from state, county and municipal agencies.

Our environmental staff works with the State and Federal environmental, cultural and historic agencies to obtain information, clearance and permits as necessary for a project. Our staff is thoroughly prepared to handle any permitting needs associated with the proposed services, including potential wetland and wildlife issues.

We know the relevant regulatory and review agency personnel and the state and federal agencies, including:

- Florida Department of Environmental Protection (FDEP)
 - Permitting related to utilities, transportation, civil engineering perm
 - Coordination for issues such as sovereign submerged lands
- Florida Department of Transportation (FDOT)
 - Permitting and determinations for driveway connection permits, right-of-way utilization permits, and drainage connection
- Florida Fish and Wildlife Conservation Commission (FWC)
 - Wildlife permitting required for project advancement
- South Florida Water Management District (SFWMD)
- Southwest Florida Water Management District (SWFWMD)
 - Permitting and coordination related to stormwater issues
- St. Johns River Water Management District (SJRWMD)
- Suwannee River Water Management District (SRWMD)
- Northwest Florida Water Management District (NFWWMD)
- US Army Corps of Engineers (USACE)
 - Formal jurisdictional wetland determinations
- U.S. Fish and Wildlife Service (USFWS)
 - Wildlife permitting for project advancement
- U.S. Geological Survey (USGS)
 - Topographic Data for water management district land use, soil data and wetland inventory maps

Wetlands within the project area will be delineated to ensure that wetland impacts are avoided and the project qualifies as an exempt activity in accordance with 62-330.051 FAC. DRMP will coordinate early with the NFWWMD and complete Form 62-330.050(1), Request for Verification of an Exemption, for the proposed project. Our team will pay the Verification of an Exemption Application Fee of \$100. This task assumes that no mitigation is required and does not include obtaining a NFWWMD Environmental Resource Permit or a

Section 404 Dredge and Fill permit from the USACE and should these permits be required. These services will be negotiated under a supplemental agreement.

We'll create a concise memorandum summarizing the project description, database searches, wetland determination, and wildlife surveys. This will support the NFWFMD exemption determination.

Our environmental and ecological studies cover pre-purchase assessments, wildlife surveys, endangered species analysis, roadway corridor studies, public involvement, and government planning/site impact studies. We also develop regional impacts studies, wetland evaluation reports, endangered species biological assessments, pond siting reports, and water quality studies. Our capabilities include assessing water withdrawal and impoundment impacts, habitat evaluation, environmental permitting, ecological modeling, aerial photographic interpretation, mitigation design and construction, and GIS, MicroStation, and CAD services.

Effective communication with the County is crucial during the permitting process to align with their goals. We organize kickoff meetings for each project, fostering communication among the County and various consultants to achieve these objectives. Once we have a clear understanding of the project, each discipline can devise a unique methodology for implementation.

From an environmental standpoint, we gather initial data and conduct field assessments. We review relevant data sources like National Wetlands Inventory (NWI), County soils maps, site-specific aerial photography, and Florida Natural Areas Inventory (FNAI) reports on listed wildlife. Field reviews focus on identifying wetland locations and state and federally listed wildlife species presence. Wetland jurisdictional limits are delineated using the criteria stated in the United States Corps of Engineers Wetlands Delineation Manual (1987) and in accordance with Chapter 62-340.300, Florida Administrative Code.

Early communication through letters, phone conversations and pre-application meetings informs the agencies of the proposed project and introduces them to potential environmental issues. Early coordination allows for the regulatory agencies to express their concerns, provide relevant information which could be useful on the current project and to negotiate solutions to potential permitting challenges. It also allows for project engineers to modify design plans to avoid environmental impacts during early design phases. **This prevents costly redesign towards the end of a project and eliminates associated scheduling delays.**

Firm Familiarity with State and Federally Funded Projects

DRMP has extensive experience in acquiring funding and managing state and federal incentive, emergency, and disaster federal grant programs' projects for local agencies. A majority of DRMP clients are small counties and cities which have funding constraints for implementation of their capital improvement projects. DRMP is always on the look to identify potential grant opportunities for our clients and will do so for the County. DRMP has extensive knowledge of state and federal grant programs, particularly those subject to the Office of Management and Budget's Uniform Guidance (2 CFR 200).

John Alaghemand, PE, has prepared and managed numerous grant applications for roadway and stormwater improvements, bridge replacements, deployment of Intelligent Transportation System (ITS), Law enforcement and Fire safety grant programs. These grants were acquired while working for Bay County, City of Panama City Beach and DRMP. **These grant applications included:**

- Federal Rebuilding American Infrastructure with Sustainability (RAISE)
- Defense Community Infrastructure Improvement Grant Program
- Better Utilizing Investments to Leverage Development (BUILD)
- Transportation Alternative Program
- Transportation Incentive Program
- Transportation Outreach Program
- Highway Safety Grant Program
- Community Traffic Safety Grants
- Small County Outreach Program
- Transportation Regional Incentive Program (TRIP)
- Florida Recreational Improvement Assistance Program
- Transportation Enhancement Program
- Florida Forever Grant Program

- Restore Project Application
- Federal Transit Administration Grant Program
- Fire Safety Grant Program
- Assistant to Firefighters Grant Program
- Water Rescue Grant Program
- Hazard Mitigation Grant Program
- Energy Grant Program
- CDBG Grant Program

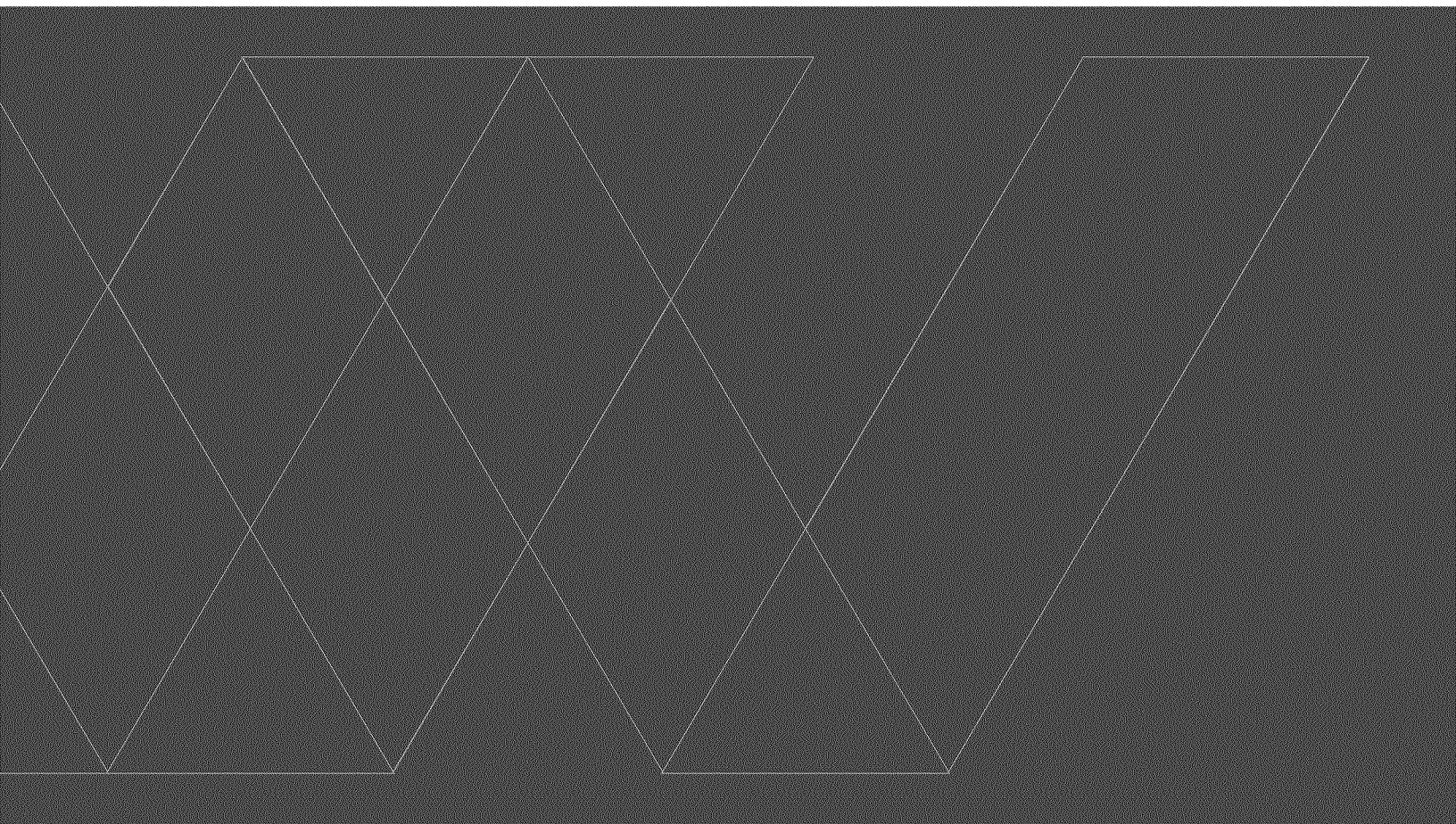
While working for Bay County, Mr. Alaghemand was responsible for preparing grant application and managing implementation of the following state and federal grants:

PROJECT NAME	TOTAL AMOUNT FUNDED
Front Beach Road Segment 4 Final Design, Panama City Beach, Florida	\$1,520,000
SR 79 PD&E Re-Evaluation/Design, Panama City Beach, Florida	\$1,000,000
SR 79 Right-of-Way Acquisition, Panama City Beach, Florida	\$3,000,000
SR 22 Project Development & Environment Study, Callaway, Florida	\$500,000
Everitt Avenue & 14th Street Sidewalk Project, Cedar Grove, Florida	\$1,600,000
Highway Safety Grant for a Sign Making Equipment, Cedar Grove, Florida	\$21,000
Highway Safety Grant for Speed Control Program, Cedar Grove, Florida	\$97,000
Fire Safety Grant Application, Panama City Beach, Florida	\$800,000
Highway Safety Grant for Signs Equipment, Panama City Beach, Florida	\$29,000
Highway Safety Grant for Speed Control Program, Panama City Beach, Florida	\$98,000
Thomas Drive Sidewalks Project, Bay County	\$300,000
11th Street Sidewalks Project, Bay County	\$398,000
Highway Safety Grant for a Sign Making Equipment, Bay County	\$272,000
Bridge Street Extension, Bay County	\$500,000
CR 390 @ Transmitter Road, Bay County	\$575,000
ITS Earmarks, Bay County	\$5,854,367
Highway Beautification Grants, Bay County	\$98,000
Grand Lagoon Bridge Replacement, Bay County	\$6,200,000
Titus Road/C.R. 2321, Bay County	\$452,000
North Lagoon Drive Sidewalks, Bay County	\$1,434,617
Baldwin Road Widening Project, Bay County	\$1,000,000
CR 390 Widening Project, Bay County	\$1,000,000
Blue Springs Road Bridge Replacement, Bay County	\$1,500,000
Total \$28,248,984	

Mr. Alaghemand was also involved in writing and managing implementation of Alva Thomas Road Bridge and Gore Road Bridge Replacement Projects in Bay County, Florida. These projects were funded by the Hazard Mitigation Grant Program (HMGP).

TAB 7

Business Credentials and Other



Okaloosa County Public Works // General Engineering and Professional Services

Licensing Of Firms and Key Personnel

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ALAGHEMAND, JOHN A.
1677 HARRISON BLVD
PANAMA CITY, FL 32409

LICENSE NUMBER: PE28956
EXPIRATION DATE: FEBRUARY 28, 2025
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DAY, PATRICK JOSEPH
2202 CHIMNEY HILL DR
TREMONT, FL 32578

LICENSE NUMBER: PE56709
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FAUST, BENJAMIN CLAYTON
1400 RIBBLE LANE
TERRYHAVEN, FL 32464

LICENSE NUMBER: PE30624
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JERNIGAN, ERICA T.
1476 PALMING STREET
DANTONMENT, FL 32253

LICENSE NUMBER: PE27981
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Lennon, Benjamin Richard
1734 FORD CIRCLE
TALLahassee, FL 32309

LICENSE NUMBER: PE27874
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POOLE, JULIAN ASHER
2321 DUPONT DR
PENSACOLA, FL 32509

LICENSE NUMBER: PE27552
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PRITCHETT, JOCELYN PEPPER
3945 N 82ND LN
TAMPA, FL 33624

LICENSE NUMBER: PE50999
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RODRIGUEZ, LEO E.
2020 PLYMOUTH LN
TAMPA, FL 33617

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HARDEN, CODY L.
455 HARRISON AVE
SUITE B
PANAMA CITY, FL 32409

LICENSE NUMBER: PE59355
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CRAIG, SCOTT T. JR.
114 EAST 5TH AVENUE
TALLahassee, FL 32306

LICENSE NUMBER: PE27958
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JACOBS, KEITH VICTOR
325 E. GARDEN ST
PENSACOLA, FL 32507

LICENSE NUMBER: PE66077
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECT/INTERIOR DESIGNER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 491, FLORIDA STATUTES

LENTI, JOHN M.
580 LAMARINE STREET
SUITE 308
TAMPA, FL 33607

LICENSE NUMBER: AR16048
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BOARD OF PROFESSIONAL ENGINEERS
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DABKOWSKI, GERALD A.
2537 LARRY BELLE
UNIVERSITY BLVD
GULF BREEZE, FL 34997

LICENSE NUMBER: PE34810
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HAMBRECHT, DOUGLAS JOHN
1071 SANDY SHORES DRIVE
YOUNGWOOD, FL 33557

LICENSE NUMBER: PE51445
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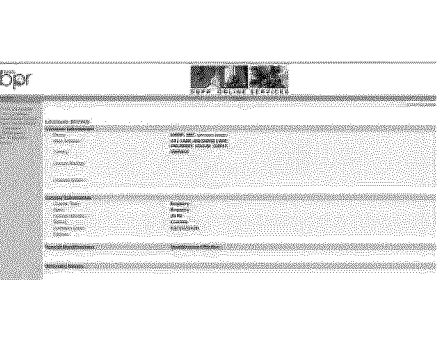
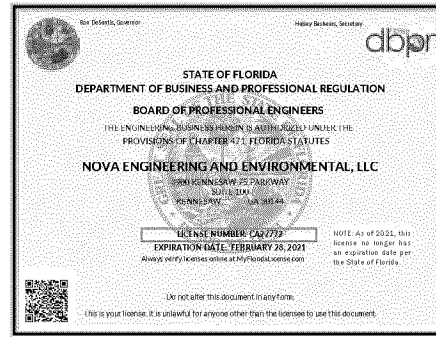
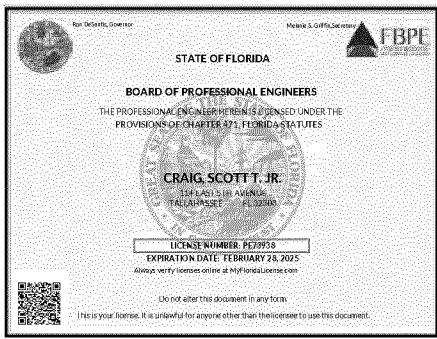
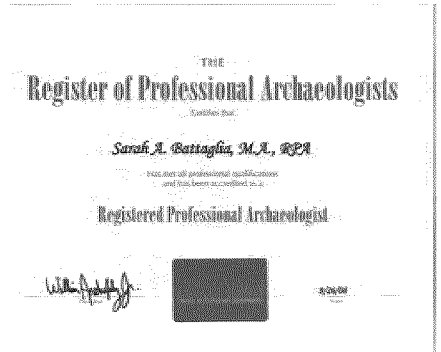
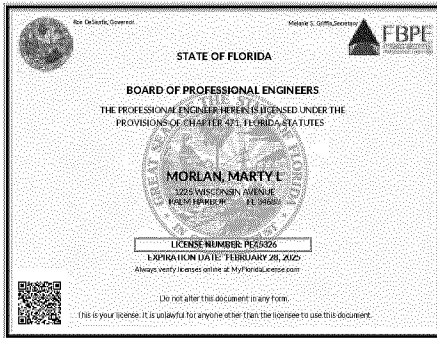
STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS
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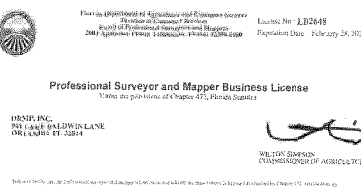
DABKOWSKI, GERALD A.
2537 LARRY BELLE
UNIVERSITY BLVD
GULF BREEZE, FL 34997

LICENSE NUMBER: PE34810
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License Number	Status	Related Party	Relationship Type	Expiration Date	Mark	Expiration Date
41214	Current, Active	SMITH, LAWRENCE L JR	Regulatory	02/28/2025	Professional Engineer	02/28/2025



2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT
 DOCUMENT # L20000271431
Entity Name: ATLAS ENGINEERING AND CONSULTING, LLC
Current Principal Place of Business:
 455 HARRISON AVE
 SUITE B
 PANAMA CITY, FL 32401
Current Mailing Address:
 455 HARRISON AVE
 SUITE B
 PANAMA CITY, FL 32401 US
FEI Number: 85-2939628
Name and Address of Current Registered Agent:
 HARDEN, CODY L
 7331 MARY JO AVE
 PANAMA CITY, FL 32409 US
Certificate of Status Desired: Yes
 The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.
SIGNATURE: Electronic Signature of Registered Agent Date
Authorized Person(s) Detail:
 Title: MOR
 Name: HARDEN, CODY L
 Address: 7331 MARY JO AVE
 City-State-Zip: PANAMA CITY FL 32409
SIGNATURE: CODY HARDEN Date: 02/02/2023
 Electronic Signature of Signing Authorized Person(s) Detail

State of Florida Department of State

I certify from the records of this office that LARRY M. JACOBS AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on March 30, 1976.

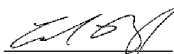
The document number of this corporation is 500000.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 30, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of January, 2023*




Secretary of State

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State of Florida Department of State

I certify from the records of this office that INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC, LLC is a South Carolina limited liability company authorized to transact business in the State of Florida, qualified on December 2, 2015.

The document number of this limited liability company is M15000009625.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 9, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of February, 2023*




Secretary of State

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State of Florida Department of State

I certify from the records of this office that NOVA ENGINEERING AND ENVIRONMENTAL, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 23, 2007.

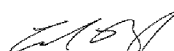
The document number of this limited liability company is M07000004372.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 10, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of March,
2023*




Secretary of State

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State of Florida Department of State

I certify from the records of this office that CPH, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on May 31, 2022.

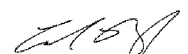
The document number of this limited liability company is M22000008499.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 5, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of January, 2023*




Secretary of State

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BUSINESS CREDENTIALS AND OTHER

Please see the following forms, as requested by Okaloosa County:

- Response Document #1: RFQ & Respondent's Acknowledgement
- Response Document #2: Conflict Of Interest Disclosure Form
- Response Document #3: Federal E-Verify Compliance Certification
- Response Document #4: Cone Of Silence Form
- Response Document #5: Indemnification And Hold Harmless
- Response Document #6: Addendum Acknowledgement
- Response Document #7: Company Data
- Response Document #8: System Award Management Form
- Response Document #9: List Of References
- Response Document #10: Certification Regarding Lobbying
- Response Document #11: Sworn Statement – Public Entity Crimes
- Response Document #12: Governmental Debarment & Suspension
- Response Document #13: Vendors On Scrutinized Companies List
- Response Document #14: Grant Funded Clauses
- Response Document #15: Buy American Certificate
- Response Document #16: Anti-Collusion Statement
- Response Document #17: Drug-Free Workplace Certification
- Response Document #18: Certificate Of Good Standing For The State Of Florida

DBE Subconsultants

In aligning with our commitment to fostering inclusivity and diversity, we are dedicated to actively seeking partnerships with disadvantaged businesses for this contract. The following is a list of our D/S/W/VBE Subcontractors:

- H2 Engineering, Inc.
- Larry M. Jacobs & Associates, Inc.

RESPONSE DOCUMENT #2: 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: DRMP, Inc.BY (PRINTED): Ben Faust, PEBY (SIGNATURE): *Ben C FA*TITLE: Vice PresidentADDRESS: 2111 Thomas Drive, Suite 1Panama City Beach, Florida 32408PHONE NUMBER: 850.387.1261E-MAIL: bfaust@drmp.comDATE: 11/29/2023

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE:	<u>11/29/2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>DRMP, Inc.</u>	NAME:	<u>Ben Faust, PE</u>
ADDRESS:	<u>2111 Thomas Drive, Suite 1</u> <u>Panama City Beach, Florida</u> <u>32408</u>	TITLE:	<u>Vice President</u>
E-MAIL:	<u>bfaust@drmp.com</u>		
PHONE #:	<u>850.387.1261</u>		

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

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

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

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

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

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

I, Ben C TA representing DRMP, Inc. on this 29th day of November 2023, I 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.
Signature Company Name

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

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

DRMP, Inc.

Ben C FA

Proposer's Company Name
2111 Thomas Drive, Suite 1,
Panama City Beach, Florida 32408

Authorized Signature – Manual

Ben Faust, PE

Physical Address
2111 Thomas Drive, Suite 1,
Panama City Beach, Florida 32408

Authorized Signature – Typed

Vice President

Mailing Address

Title

850.387.1261

850.640.3102

Phone Number

FAX Number

850.258.4520

850.596.4368

Cellular Number

After-Hours Number(s)

11/29/2023

Date

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RFQ PW 81-23

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

ADDENDUM NO.

DATE

Addendum No. 1

11/29/2023

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: DRMP, Inc.

Physical Address & Phone #:

2111 Thomas Drive, Suite 1

Panama City Beach, Florida 32408

850.640.3904

Contact Person (Typed-Printed): Ben Faust, PE

Phone #: 850.387.1261

Cell #: 850.258.4520

Federal ID or SS #: 59-1791174

DUNNS/SAM #: DUNS: 092710326 SAM: ZVV7U82XX6V9

Respondent's License #: 2648

Additional License – Trade and Number Survey: LB2648

Fax #: 850.640.3102

Emergency #'s After Hours,
Weekends & Holidays: 850.596.4368

DBE/Minority Number: N/A

RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

(1) Company legal business name.

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

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

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

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

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

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

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

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

Offerors SAM information:

Entity Name: DRMP, Inc.

Entity Address: 941 Lake Baldwin Lane, Orlando Florida 32814

Sam.gov Unique Entity Identifier: ZVV7U82XX6V9

CAGE Code: OCSC8

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Emerald Coast Regional Council
PO Box 11399, Pensacola, Florida 32524

Contact Person: Austin Mount Telephone # (850) 332-7976

*Email: austin.mount@ECRC.org

2. Owner's Name and Address: City of Callaway
6601 East Hwy. 22, Callaway, Florida 32404

Contact Person: Ed Cook Telephone # (850) 215-6694

*Email: citymanager@cityofcallaway.com

3. Owner's Name and Address: Santa Rosa County
6051 Old Bagdad Highway, Suite 300, Milton, Florida 32583

Contact Person: Rebecca Jones, PE Telephone # (850) 981-7100

*Email: rebeccaj@santarosa.fl.gov

4. Owner's Name and Address: Bay County, Florida
840 West 11th Street Panama City, FL 32401

Contact Person: Keith Bryant Telephone # (850) 248-8301

*Email: kbryant@baycountyfl.gov

5. Owner's Name and Address: Escambia County Engineering Department
3363 West Park Place Pensacola, Florida 32505

Contract Person: Jim Hagon, P.E., PTOE Telephone # (850) 516-6590

*Email: jlhagon@myescambia.com

RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor,__, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Ben C. Faust Signature of Contractor's Authorized Official

Ben Faust, PE, Vice President Name and Title of Contractor's Authorized Official

11/29/2023 Date

RESPONSE DOCUMENT #11: 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 DRMP, Inc.
2. This sworn statement is submitted by John Alaghemand, PE whose business address is: 2111 Thomas Drive, Suite 1,
Panama City Beach, FL 32408
 and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 59-1791174
3. My name is Ben Faust, PE 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 proposal 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 proposals or applies to proposal 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.]

- 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: 11/29/2023 Signature: Ben C. A

STATE OF: Florida

COUNTY OF: Orange

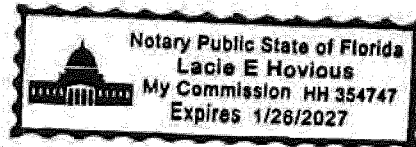
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 29 day of November, in the year 2023.

My commission expires: 01-26-2027

Notary Public

Lacie E. Hovious

Print, Type, or Stamp of Notary Public



Personally known to me, or Produced Identification:

Personally Known
Type of ID

RESPONSE DOCUMENT #12: 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.

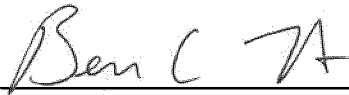
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

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 or State 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

Ben Faust, PE, Vice President

Printed Name and Title of Authorized Representative



Signature

11/29/2023


Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate DRMP, 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 Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 11/29/2023

SIGNATURE: 

COMPANY: DRMP, Inc.

NAME: Ben Faust, PE

(Typed or Printed)

ADDRESS: 2111 Thomas Drive, Suite 1

TITLE: Vice President

Panama City Beach, Florida 32408

E-MAIL: bfaust@drmp.com

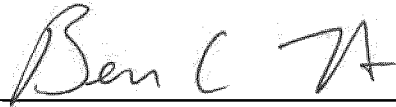
PHONE NO.: 850.387.1261

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

The Vice President on behalf of DRMP, Inc.
the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements,
federal terms and conditions and has made any inquiries and/or further examination of the law and requirements
as is necessary to comply.

DATE: 11/29/2023
COMPANY: DRMP, Inc.
ADDRESS: 2111 Thomas Drive, Suite 1
Panama City Beach, Florida 32408

E-MAIL: bfaust@drmp.com
PHONE NO.: 850.387.1261

SIGNATURE: 
NAME: Ben Faust, PE
TITLE: Vice President

RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: 11/29/2023SIGNATURE: COMPANY: DRMP, Inc.NAME: Ben Faust, PETITLE: Vice President**Certificate of Non-Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: 11/29/2023SIGNATURE: COMPANY: DRMP, Inc.NAME: Ben Faust, PETITLE: Vice President

RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT

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).

DRMP, Inc.
 Company Name

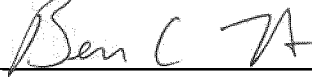
2111 Thomas Drive, Suite 1
 Address

Panama City Beach, Florida 32408
 Address

850.387.1261
 Phone #

59-1791174
 Federal ID # or SS #

Date Submitted: 11/29/2023


 Authorized Signature – Manual

Ben Faust, PE
 Authorized Signature – Typed

Vice President
 Title

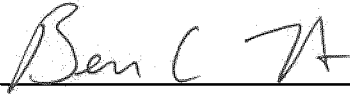
850.640.3102
 Fax #

RESPONSE DOCUMENT #17: 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:	<u>11/29/2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>DRMP, Inc.</u>	NAME:	<u>Ben Faust, PE</u> (TYPED OR PRINTED)
ADDRESS:	<u>2111 Thomas Drive, Suite 1</u> <u>Panama City Beach, Florida 32408</u>	TITLE:	<u>Vice President</u>
PHONE #:	<u>850.387.1261</u>	E-MAIL:	<u>bfaust@drmp.com</u>

Response Document #18: Certificate Of Good Standing For The State Of Florida

State of Florida

Department of State

I certify from the records of this office that DRMP, INC. is a corporation organized under the laws of the State of Florida, filed on December 27, 1977.

The document number of this corporation is 556073.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 3, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2023*



[Handwritten Signature]
Secretary of State

Tracking Number: 0592431476CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

PROCUREMENT / CONTRACT / LEASE
INTERNAL COORDINATION SHEET



C24-3964-PW

#3 of 11

Procurement/Contract/Lease Number: DRMP, Inc. Tracking Number: 5050-24
Procurement/Contractor/Lessee Name: PW Grant Funded: YES ___ NO X
Purpose: General Engineering and Professional Services for Okaloosa County Public Works
Date/Term: 3 YR W/ (2) 1 YR Renewal 1. GREATER THAN \$100,000
Department #: Varies 2. GREATER THAN \$50,000
Account #: Varies 3. \$50,000 OR LESS
Amount: Per Task Order
Department: PW Dept. Monitor Name: Autrey

Purchasing Review
Procurement or Contract/Lease requirements are met:
Amber Hammonds Date: 1/4/2024
Amber Hammonds

2CFR Compliance Review (if required)
Approved as written: _____ Grant Name: _____
Required: Yes ___ No X _____ Date: _____
Grants Coordinator – Suzanne Ulloa

Risk Management Review
Approved as written: _____ Date: 2/27/2024
See Attached Email _____
Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool)

County Attorney Review
Approved as written: _____ Date: 2/27/2024
See Attached Email _____
County Attorney - (Circle One: Lynn Hoshihara, Kerry Parsons or Designee)

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

Amber Hammonds

From: Odessa Cooper-Pool
Sent: Tuesday, February 27, 2024 4:04 PM
To: Amber Hammonds
Cc: Lynn Hoshihara; Kerry Parsons
Subject: RE: Urgent - DRMP, Inc. - #3 of 11
Attachments: DRMP-Contract_Final.pdf

Good afternoon Amber,

The contract for DRMP, Inc has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

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

From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, February 27, 2024 1:59 PM
To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Kerry Parsons <kparsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: Urgent - DRMP, Inc. - #3 of 11
Importance: High

Good afternoon ladies,

The contract for this solicitation was approved already. However, I have entered the firm's information, Exhibit A and Exhibit B for your final review and approval.
DRMP, Inc. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #3 of 11
We would like to get this contract on one of the March BCC Meetings.

Thank you,

Amber Hammonds
Contracts & Lease Coordinator

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970
Email: ahammonds@myokaloosa.com



Upcoming Events:

May 9th 2024- Pensacola, Florida

16th Annual Reverse Tradeshow – Hosted by the Central Gulf Coast Chapter of the National Institute of Governmental Purchasing

[Click here to register!](#)



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Amber Hammonds

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, February 27, 2024 3:04 PM
To: Amber Hammonds; Jacqueline Matichuk; Lynn Hoshihara; Odessa Cooper-Pool
Subject: RE: Urgent - DRMP, Inc. - #3 of 11

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, February 27, 2024 2:59 PM
To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>; lhoshihara@myokaloosa.com; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: Urgent - DRMP, Inc. - #3 of 11
Importance: High

Good afternoon ladies,

The contract for this solicitation was approved already. However, I have entered the firm's information, Exhibit A and Exhibit B for your final review and approval.
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Thank you,

Amber Hammonds

Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
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Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970
Email: ahammonds@myokaloosa.com



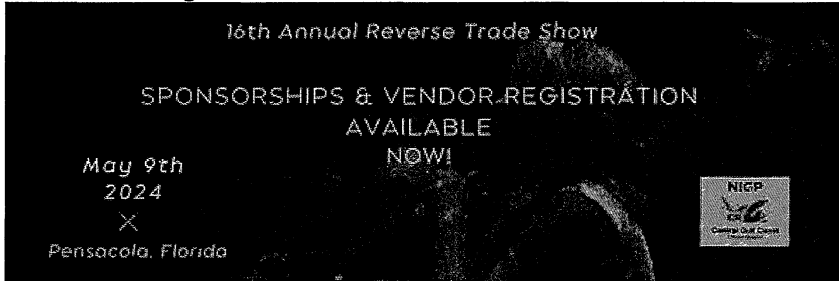
2024
HAPPY NEW YEAR

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CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amber Hammonds

From: John Alaghemand <JAlaghemand@drmp.com>
Sent: Tuesday, March 5, 2024 9:20 AM
To: Amber Hammonds
Cc: Ben Faust; Michelle Guard
Subject: RE: !The final change was made to contract for RFQ PW 81-23!

Ms. Hammonds,
We acknowledge all the changes made to the contract for RFQ PW 81-23.

Sincerely,

John Alaghemand, PE
Office Leader
Civil Services
Main: 850.640.3904 | Direct: 850.387.1262 | Cell: 850.596.4368
jalaghemand@drmp.com



2111 Thomas Drive, Suite 1, Panama City Beach, FL 32408



From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, March 5, 2024 9:14 AM
Subject: !The final change was made to contract for RFQ PW 81-23!
Importance: High

Good morning all –

If you are receiving this email your firm has already signed the contract for RFQ PW 81-23.
We need you to respond to this email to confirm you understand changes were made to the contract.
Please respond to this email with "We acknowledge all the changes made to the contract for RFQ PW 81-23."
We were hoping to get the contracts on the March 12, 2024 BCC Meeting and the deadline is today at 12:00PM.
If we receive all 11 contracts back signed or (in your case) acknowledging the changes by the deadline, we will make the 3/12/24 Meeting.
After speaking with the Legal & Risk Management Departments, we have made one final change to the contract. I have highlighted all the changes since your firm signed the contract.

The final change was made to Section 12.1.4:

"With the exception of Workers' Compensation and Professional Liability policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance."

The following was sent by DeRita Mason on Friday 3/1/24:

We made a few changes to the contract after you had signed. A few consultants requested some minor changes and we wanted to make those changes to all contracts. Since you have signed, I was able to make those changes and keep them signed. The following changes have been made to the contract:

Section 12.1.2- we changed Class X to Class VII

Section 12.8.1- we changed it to match the language 5.4

Section 13.8.1- we added (and in the locale) after similar services at the time

Thank you,

Amber Hammonds

Contracts & Lease Coordinator

Okaloosa County Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536

Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970

Email: ahammonds@myokaloosa.com



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Board of County Commissioners Purchasing Department

State of Florida

Date: December 15, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD

RFQ PW 81-23

General Engineering and Professional Services for Okaloosa County Public Works

Okaloosa County would like to thank all businesses, which submitted bids for General Engineering and Professional Services for Okaloosa County Public Works. (RFQ PW 81-23)

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:

Barge Design Solutions, Inc.
600 Grand Blvd., Suite 203
Miramar Beach, FL 32550

Half Associates, Inc.
2255 Killearn Center Blvd.
Tallahassee, FL 32309

Kisinger Campo & Associates, Corp. (KCA)
2615 Centennial Blvd. Suite 102
Tallahassee, FL 32308

Baskerville-Donovan, Inc.
449 W Main Street
Pensacola, FL 32502

Hanson Professional Services Inc.
910 N. Waukesha Street
Bonifay, FL 325425

Mott MacDonald
220 W Garden Street, Suite 700
Pensacola, FL 32502

DRMP, Inc.
2111 Thomas Drive, Suite 1
Panama City Beach, FL 32408

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

Neel-Schaffer, Inc.
896 Main Street
Chipley, FL 32428

George & Associates, Consulting Engineers, Inc
1967 Commonwealth Ln, Suite 200
Tallahassee, FL 32303


Kimley-Horn and Associates, Inc.
120 Richard Jackson Blvd, Suite 230
Panama City Beach, FL 32407

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

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 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,

**DeRita
Mason**

 Digitally signed by
DeRita Mason
Date: 2023.12.13
11:07:23 -06'00'

DeRita Mason
Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2024

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C: American Guarantee and Liability Insurance</td> <td>26247</td> </tr> <tr> <td>INSURER D: Allied World Surplus Lines Insurance Compa</td> <td>24319</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Liberty Insurance Corporation	42404	INSURER C: American Guarantee and Liability Insurance	26247	INSURER D: Allied World Surplus Lines Insurance Compa	24319	INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** W32883805 **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		TB2-641-446161-053	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <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		AS7-641-446161-043	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC 8344746-00	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC7-641-446161-063	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab incl Pollution	Y		0313-8987	07/01/2023	07/01/2024	Each Claim Limit \$5,000,000 Policy Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability.

Blanket Additional Insured is included in the Professional Liability Policy under the Pollution provision only as required by written contract.

Waiver of Subrogation applies in favor of Certificate Holder with respects to Workers Compensation as permitted by

CERTIFICATE HOLDER **CANCELLATION**

Board of County Commissioners of Okaloosa County 1250 N Eglin Pkwy Suite 100 Shalimar, FL 32579	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED DRMP, Inc. 941 Lake Baldwin Ln. Orlando, FL 32814	
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

law.

Coverage for Contractual Liability is provided under General Liability policy.

ENDORSEMENT NO. 14

**COVERED OPERATIONS – POLLUTION; TRANSPORTATION
AND NON-OWNED DISPOSAL SITE COVERAGE**

This Endorsement, effective at 12:01 a.m. on July 1, 2023, forms part of

Policy No. 0313-8987
Issued to Trilon Group, LLC
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

1. Section I. INSURING AGREEMENTS, is amended to include the following:

The **Company** will pay **Damages** and **Defense Expenses** that the **Insured** shall become legally obligated to pay as a result of a **Claim** first made against the **Insured** during the **Policy Period** and reported in writing to the **Company** during the **Policy Period** or within sixty (60) days thereafter because of **Covered Operations** performed for others by the **Insured** or any entity for whom the **Insured** is legally liable and which result in a **Pollution Condition**, provided that:

With respect to **Transportation**

1. the **Pollution Condition** is first discovered by the **Insured** during the **Policy Period** and is reported in writing to the **Company** during the **Policy Period** or within sixty (60) days thereafter;
2. the **Pollution Condition** first takes place and ends during the course of **Transportation**; and
3. the **Transportation** takes place during the **Policy Period**.

With respect to **Non-Owned Disposal Site**

1. the **Pollution Condition** originates on, at, under or migrates from a **Non-owned Disposal Site**;
2. the **Pollution Condition** arises from waste or material generated in the rendering of general construction activity performed by the **Insured** at a **Job Site**; and
3. the **Pollution Condition** first takes place on or after the Retroactive Date and prior to the expiration of the **Policy Period**.

Provided that:

Prior to the Effective Date of this Policy, no officer, director, principal, partner, insurance manager, risk manager or in-house counsel of any **Insured** had knowledge of any actual or alleged **Pollution Condition** or circumstance that reasonably could give rise to a **Claim** under this Policy. If such officer, director, principal, partner, insurance manager, risk manager or in-

house counsel of any **Insured** knew, prior to the effective date of this Policy, of any **Pollution Condition** or circumstance that reasonably could give rise to a **Claim** under this Policy, then any continuation, change or resumption of such **Pollution Condition** or circumstance during or after this **Policy Period** will be deemed to have been known prior to this **Policy Period**

2. Solely with respect to coverage provided under this Endorsement, Section III. EXCLUSIONS, Subsections I. and M. are deleted in their entirety and replaced as follows:

I. LIABILITY OF OTHERS ASSUMED BY CONTRACT

The liability of others assumed by any **Insured** under any contract or agreement unless:

1. Such liability arises as a result of a **Covered Operation** and would have existed absent such contract or agreement; or
2. Such liability is assumed in a contract or agreement that is an **Insured Contract**, provided that, the **Bodily Injury, Property Damage or Environmental Damage** occurs subsequent to the execution of the **Insured Contract**.

M. PRIOR NOTICE

Any **Claim**, fact or circumstance for which notice was given by an **Insured** to any insurer whose policy provides pollution or environmental coverage prior to the effective date of this Policy.

3. Solely with respect to coverage provided under this Endorsement, Section III. EXCLUSIONS is amended to include the following subsections:

U. ASBESTOS AND LEAD-BASED PAINT

The existence of, required removal or abatement of asbestos or lead-based paint, in any form, including but not limited to, products containing asbestos, asbestos fibers, asbestos dust, and asbestos containing materials.

V. DIVESTED LOCATION

Any **Pollution Condition** on, at, under or migrating from a location where the actual discharge, dispersal or escape of pollutants commenced subsequent to the time such location was sold, given away or abandoned by the **Insured** or condemned.

Provided, however, that this Exclusion does not apply to a **Pollution Condition** on, at, under or migrating from a **Job Site**.

W. OWNED REAL PROPERTY

Pollution Conditions in connection with any real property which is or was at any time owned, operated or rented by the **Insured** or by any entity that: (1) wholly or partly owns, operates, manages, or otherwise controls the **Insured**, or is (2) wholly or partly owned, operated, managed, or otherwise controlled by the **Insured**.

X. PROPERTY DAMAGE TO THE INSURED'S WORK OR PROPERTY DAMAGE TO THE INSURED'S PRODUCTS

1. **Property Damage** to work performed by any **Insured** or on behalf of any **Insured** arising out of the work or any part of it, or out of materials, parts or equipment furnished in connection therewith; or
 2. **Property Damage** to the **Insured's Products** or caused in whole or in part by the **Insured's Products**.
4. Solely with respect to coverage provided under this Endorsement, Section IV. DEFINITIONS, Subsections B., D., E., H. and N. are deleted in their entirety and replaced as follows:
- B. **Claim** means any demand received by an **Insured** alleging a **Pollution Condition** as a result of **Covered Operations** performed for others by the **Insured** or any entity for whom the **Insured** is legally liable.
- D. **Damages** means those amounts that the **Insured** is legally obligated to pay for any **Claim** to which this insurance applies and shall include judgments and settlements, interest on judgments, and punitive, exemplary or multiple **Damages**. **Damages** also include **Bodily Injury, Property Damage** or **Environmental Damage** because of **Covered Operations** which result in a **Pollution Condition**. However, **Damages** shall not include:
1. The return or withdrawal of professional fees;
 2. Sanctions, fines or penalties imposed by law;
 3. Punitive, exemplary or multiple **Damages** or other **Damages**, that are deemed uninsurable under the law pursuant to which this Policy shall be construed; and
 4. **Liquidated Damages**, except for liability the **Insured** would have had in the absence of such **Liquidated Damages**; or
 5. Injunctive or equitable relief.
- E. **Defense Expenses** means reasonable and necessary:
1. Fees charged by the attorney(s) designated or consented to by the **Company** for services in connection with the investigation or defense of **Claims**;
 2. All other fees, costs and expenses resulting from the investigation and defense of a **Claim**, if authorized in advance by the **Company**; and
 3. Costs of the premium on an appeal bond on a judgment that the **Company** has agreed to pay. The **Company** is not obligated to furnish such appeal bonds.
- Defense Expenses** shall not include:
- a. The salaries of any employee or overhead of the **Company** or of the **Insured**; or

- b. Any time or expense incurred in assisting in the investigation or resolution of a **Claim** arising out of a **Pollution Condition**.

~~H. **Insured** as used throughout this Policy, whether expressed in singular or plural, means:~~

1. The **Named Insured** shown in Item 1. of the Declarations;
2. Any present or former partner, director, officer, manager, member or employee, including a leased worker and a temporary worker, of the **Named Insured** solely while acting on behalf of the **Named Insured**;
3. Any **Insured** with regard to its participation in a legal entity including a joint venture, but solely for **Claims** arising out of the **Insured's** performance of **Covered Operations** under the respective legal entity, joint venture or legal liability company. **Insured** does not include the legal entity itself, the joint venture itself, the legal liability company itself, or any other entity that is part of either the legal entity, joint venture or legal liability company;
4. The estate, heirs, executors, administrators or legal representatives of the **Insured** in the event of the **Insured's** death, incapacity or bankruptcy but only to the extent the **Insured** would otherwise be provided coverage under this Policy;
5. Any **Predecessor in Interest**;
6. Any entity newly formed or acquired by the **Named Insured** during the **Policy Period** in which the **Named Insured** has more than fifty percent (50%) legal or beneficial interest. However:
 - a. Coverage will only be provided for **Claims** arising out of **Covered Operations** performed on or after the date of formation or acquisition; and
 - b. This coverage will expire within ninety (90) days of such formation or acquisition or the end of the **Policy Period**, whichever is earlier, unless the **Named Insured** provides written details of such newly formed or acquired entity to the **Company** and pays the additional premium requested by the **Company**, if any;
7. Any person who, at the time a **Claim** is made, is a lawful spouse or domestic partner (whether such status is derived by reason of statutory law or common law of any applicable jurisdiction in the world, or by any formal program established by the **Named Insured**) of an **Insured**, but only if: (a) the **Claim** against such spouse or domestic partner results from a **Covered Operation** committed by an **Insured** as defined in one of the items of Definition H. 1. through 6., to whom the spouse is married or who is a partner to the domestic partner; and (b) such **Insured** and his or her spouse or domestic partner are represented by the same counsel in connection with such **Claim**;

8. ~~The client for whom the **Insured** performs **Covered Operations**, provided that a written contract or written agreement is in effect between the **Named Insured** and the client requiring the client to be an Additional Insured for **Covered Operations** which result in a **Pollution Condition** and the **Bodily Injury, Property Damage** or **Environmental Damage** occurs on or after the execution of such contract or agreement. Such client is only an Additional Insured with respect to liability for a **Pollution Condition** arising out of **Covered Operations** performed by another **Insured**. The **Company's** liability shall only be for the lesser of the **Limits of Liability** required by such written contract or written agreement or the remaining **Limits of Liability** under this Policy.~~

Section III. EXCLUSIONS, Subsection G. does not apply to a **Claim** by the client against another **Insured** for a **Pollution Condition** for which coverage is provided under this Endorsement.

- N. **Potential Claim** means the performance of **Covered Operations** which may reasonably be expected to give rise to a **Claim**.
5. Solely with respect to coverage afforded pursuant to this Endorsement, Section IV. DEFINITIONS, is amended to include the following definitions:
- AA. **Clean-up Costs** means expenses incurred in the removal or remediation of soil, surface water, groundwater, or other contamination resulting from **Pollution Conditions**, provided such expenses:
1. Are specifically mandated by any governmental entity duly acting under the authority of environmental law(s); or
 2. Have been incurred by a governmental entity or by a third party.
- BB. **Client** means a natural person or entity to whom the **Insured** renders general construction activity pursuant to a written contract.
- CC. **Covered Operations** means those physical construction operations and activities performed for others by the **Insured** or any entity for whom the **Insured** is legally liable.
- DD. **Environmental Damage** means physical damage to soil, surface water or groundwater, or plant or animal life, caused by **Pollution Conditions** and giving rise to **Clean-up Costs**.
- EE. **Insured Contract** means that part of any contract or agreement pertaining to **Covered Operations** (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **Bodily Injury, Property Damage** or **Environmental Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- FF. **Insured's Products** means goods, products or equipment, including component parts thereof, and including other products in which goods, products or equipment are

incorporated, which are manufactured, sold, furnished, or supplied by any **Insured** or any other person or organization under license from the **Insured**.

GG. **Job Site** means the site where general construction activity is performed by or on behalf of the **Named Insured**.

Provided, however, that **Job Site** shall not include any location that is owned, rented, leased, used or occupied by any **Insured** except where:

1. Such location is owned, rented, leased or occupied by a **Client**; or
2. A location that is rented, leased, or occupied by the **Insured** is used on a temporary basis for a single project while performing general construction activity by or on behalf of the **Named Insured**.

Job Site shall not include a **Non-owned Disposal Site**.

HH. **Location** means a location owned, rented or leased by the **Named Insured** provided that such location is specified in this Policy.

Location shall not include a **Job Site** or a **Non-owned Disposal Site**.

II. **Non-owned Disposal Site** means any site or location used by the **Insured** for the purpose of treatment, storage, disposal, recycling or processing of waste or material, provided that:

1. The site or location is not owned, leased, managed or operated by the **Insured**; and
2. The waste or material was generated from general construction activity performed by the **Insured** at a **Job Site** or originates from a **Named Insured's Location**.

Non-owned site shall not include:

- a. Any site or location which is not licensed by the appropriate state or federal authority to perform storage, disposal, processing or treatment of waste generated from the **Insured's** operations or from the **Insured's** general construction activity performed in compliance with any federal, state, provincial, municipal or other local laws; or
- b. Any site or location or any part thereof that is listed or proposed to be listed on the National Priorities List (NPL) or any State or Provincial equivalent, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the waste or material at the **Non-Owned Disposal Site**.

JJ. **Pollution Condition** means the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment.

Pollution Condition does not include the discharge, dispersal, release, escape or development of any mold, fungus or spores.

KK. **Property Damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property;
2. Loss of use of tangible property that is not physically injured.

For the purposes of this Endorsement, **Electronic Data** is not tangible property.

As used in this definition, **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, data processing devices or any other media which are used with electronically controlled equipment.

LL. **Transportation** means the movement from the **Job Site** until the final destination of waste or material by motorized land vehicle, watercraft or rolling stock, including any loading and unloading of such waste or material, provided that:

1. The **Pollution Condition** that gave or may give rise to a **Claim** takes place at a location other than the **Job Site**; and
2. The person or entity transporting the waste or material is properly licensed to transport such waste or material by motorized land vehicle.

Transportation does not mean:

- a. those activities which occur during the course of disposal, abandonment, or final delivery of such waste or material; and
- b. ownership, maintenance, use, operation, or loading or unloading of any air or spacecraft, including any machinery or apparatus attached thereto or any cargo carried thereby, including space shuttles.

6. Solely with respect to coverage provided under this Endorsement, Section VII. RELATED CLAIMS is deleted in its entirety and replaced as follows:

VII. RELATED CLAIMS

All **Claims** arising out of a single **Pollution Condition** or any series of logically or causally related **Pollution Conditions** shall be considered a single **Claim** and shall be deemed to be made at the time the first of such **Claims** is made.

This Policy shall only apply if the first **Claim** arising from such logically or causally related **Pollution Conditions** is made during the **Policy Period** or Extended Reporting Period, if applicable.

This section applies regardless of the number of **Insureds** involved in such a **Claim**, the number of **Claims** made, or the number of people or organizations that make the **Claims**.

7. Solely with respect to coverage provided under this Endorsement, Section VIII. CONDITIONS, Subsection A.1. is deleted in its entirety and replaced as follows:

A. INSURED'S DUTIES WHEN THERE IS A CLAIM

1. If a **Claim** is made against an **Insured**, the **Insured** shall give written notice to the **Company**, as soon as practicable, but in no event later than sixty (60) days after the expiration date or earlier termination date of the Policy. Written notice shall be sent to the **Company** at noticeofloss@awac.com. All other notices should be sent to the **Company** at the address shown in Item 8. of the Declarations.

Such written notice shall include all of the following:

- a. The actual or alleged **Pollution Condition** which is the subject of the **Claim**;
- b. A description of the **Covered Operations** rendered by the **Insured**;
- c. The date(s) that such **Covered Operations** were rendered;
- d. A description of the alleged injury or damage that is the subject of the **Claim**;
- e. The identities and addresses of the claimant(s); and
- f. The project(s) involved in the **Claim**.

Written notice shall also include every demand, notice, summons or other process received by the **Insured** or the **Insured's** representatives.

8. Solely with respect to coverage provided under this Endorsement, Section VIII. CONDITIONS, Subsection B. is deleted in its entirety and replaced as follows:

B. NOTICE OF A POTENTIAL CLAIM

1. If during the **Policy Period**, any **Insured** becomes aware of a **Potential Claim**, the **Insured** may provide written notice to the **Company** during the **Policy Period** containing all the information listed under paragraph 2. below. Any **Potential Claim** that subsequently becomes a **Claim** shall be deemed to have been first made and reported on the date and time when the **Company** was first notified of the **Potential Claim**. Such **Claim** shall be subject to the terms, conditions and limits of coverage of the Policy under which the **Potential Claim** was reported.
2. It is a condition precedent to the rights afforded the **Insured** under this Condition and any possible coverage afforded by this Policy that such written notice under Paragraph 1. directly above contain all of the following information:

- a. The specific details and date of the **Covered Operation** that gave rise to the **Potential Claim** and the specific nature, date and extent of any injury which may result or has resulted from the **Potential Claim**;
- b. Copies of any contract executed by the **Insured** that is related to the **Potential Claim**;
- c. The facts by which the **Insured** first became aware of the **Potential Claim**.

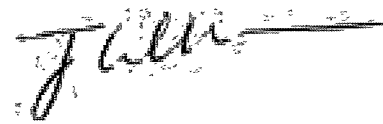
9. Section VIII. CONDITIONS, Subsection I. is deleted in its entirety and replaced with the following:

I. CHANGE IN CONTROL

1. If during the **Policy Period** the **Named Insured** consolidates with or merges into, or sells the majority of its assets to any person or entity; or
2. If during the **Policy Period** any person or entity acquires an amount of the outstanding ownership interests representing more than 50 percent (50%) of the voting or designation power for the election of directors of the **Named Insured**, or acquires the voting or designation rights of such an amount of ownership interests;

this Policy will continue in full force and effect as to actual or alleged **Pollution Conditions** that occur, or are alleged to have occurred, prior to the effective date of such transaction. However, there will be no coverage afforded by this Policy for actual or alleged **Pollution Conditions** that occur, or are alleged to have occurred, on or after the effective date of such transaction.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT NO. 5

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION**

This Endorsement, effective at 12:01 a.m. on July 1, 2023, forms part of

Policy No. 0313-8987
Issued to Trilon Group, LLC
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the **Company** cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Company**, either directly or through its broker of record, the email address of the contact at such entity; and
3. the **Company** receives this information after the **First Named Insured** receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Company**;

the **Company** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.

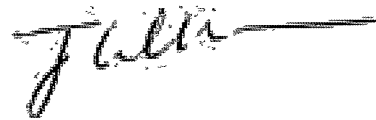
Proof of the **Company** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Company** has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the **Insurer's** part to deliver the Advice will not impose liability of any kind upon the **Insurer** or invalidate the cancellation.

Any Certificate Holder is not an **Insured** or a Loss Payee under this Policy. No coverage will be available under this Policy for any **Claim** brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

Policy Number AS7-641-446161-043

Issued By: Liberty Insurance Corp.

SCHEDULE OF ADDITIONAL INSURED - LESSOR(S)

The lessor is an additional insured according to the endorsement which applies in the state of leased vehicles garaging.

Additional Insured - Lessor(s)

Any lessor who has a written contract or agreement requiring you to provide primary coverage for the vehicle(s) specified in the lease.

POLICY NUMBER: AS7-641-446161-043
ISSUED BY: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NOTICE OF CANCELLATION TO THIRD PARTIES.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKERS EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

SCHEDULE

Name of Other Person(s)/ Organization(s):	Email Address of mailing address:	Number of Days Notice:
Per file on Schedule with the Company		30 days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

**Name Of Additional Insured Person(s)
Or Organization(s):**

Any person or organization you are required to name as an Additional Insured in a written contract or agreement

Location(s) Of Covered Operations

All locations as required by written contract or agreement entered into prior to an "occurrence" or offense

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

**Name Of Additional Insured Person(s)
Or Organization(s):**

Any person or organization you are required to name as an Additional Insured in a written contract or agreement

Location And Description Of Completed Operations

All locations as required by written contract or agreement entered into prior to an "occurrence" or offense where the written contract or agreement obligates you to procure completed operations coverage for the Additional Insured

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

POLICY NUMBER: TB2-641-446161-053
ISSUED BY: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NOTICE OF CANCELLATION TO THIRD PARTIES.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKERS EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

SCHEDULE

Name of Other Person(s)/ Organization(s):	Email Address of mailing address:	Number of Days Notice:
Per file on Schedule with the Company		30 days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with the Company	Per Schedule on file with the Company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-641-446161-063

Effective Date

Premium \$

Issued to Trilon Group, LLC

Endorsement No.