

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/07/2023

Contract/Lease Control #: C20-2975-PW

Procurement#: RFQ PW 41-20

Contract/Lease Type: AGREEMENT

Award To/Lessee: HDR ENGINEERING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/29/2020

Expiration Date: 09/28/2024 W/(1) 1 YR RENEWALS

Description of: EGLIN WEST AREA DEVELOPMENT PLAN

Department: PW

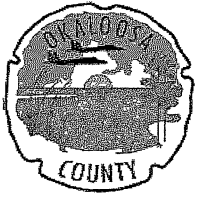
Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS



CONTRACT: C20-2975-PW
HDR Engineering, Inc.
Eglin West Area Development Plan
EXPIRES:09/28/2024 W/1 1 yr renewal

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: September 5, 2023
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jason Autrey
SUBJECT: Amendment for 1 Yr Renewal of Contract C20-2975-PW
DEPARTMENT: Public Works
BCC DISTRICT: 2 & 3

STATEMENT OF ISSUE: Contract Amendment for the renewal of contract C20-2975-PW with HDR Engineering, Inc. This is a time only contract extension of 1 year.

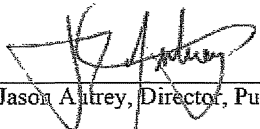
BACKGROUND: On September 29, 2020 the County and HDR Engineering, Inc. entered into a Contract, C20-2975-PW, which provides professional consulting services related to an Eglin Westside Area Development Plan. The initial term of the Contract runs through September 28, 2023.

Work continues on the deliverable to be produced under this contract. The contract contains a provision allowing it to be extended for one (1) additional year with mutual consent. All parties agree it is desired and necessary to amend the Contract to be extended by one (1) year to September 28, 2024. The amendment was routed through, and approved by, Purchasing.

OPTIONS: Approve/Disapprove/Postpone.

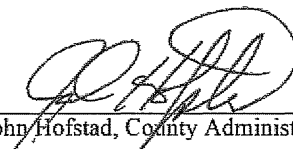
RECOMMENDATIONS: Motion for approval of a contract amendment for a one year extension of contract C20-2975-PW.

RECOMMENDED BY:



Jason Autrey, Director, Public Works 8/28/2023

APPROVED BY:



John Hofstad, County Administrator 8/29/2023

**FIRST AMENDMENT AND RENEWAL
OF THE AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND
HDR ENGINEERING, INC.
CONTRACT C20-2975-PW**

This First Amendment and Renewal made and entered into this 5th day of September, 2023, hereby amends and renews the Contract for Professional Consulting Services, dated September 29, 2020 (Contract C20-2975-PW), by and between Okaloosa County, Florida, (hereinafter the "County") and HDR ENGINEERING, INC., (hereinafter the "Consultant").

WHEREAS, the County and Consultant previously entered into a Contract, C20-2975-PW, which provides professional consulting services related to an Eglin Westside Area Development Plan (the "Contract"); and

WHEREAS, the initial term of the Contract runs through September 28, 2023; and

WHEREAS, the Contract allows extension for two (2) additional one (1) year renewals with mutual consent of all parties; and

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

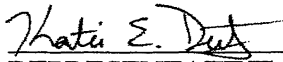
NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend and renew the Contract as follows:

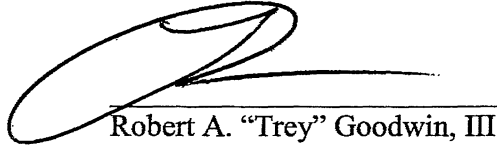
1. The Contract is hereby extended for one (1) year through September 28, 2024.
2. The County and Consultant wish to update the Professional Liability Insurance requirements as attached in Exhibit "B".
3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

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

HDR ENGINEERING, INC.

BOARD OF COUNTY
COMMISSIONERS
OKALOOSA COUNTY, FLORIDA


REPRESENTATIVE
Katie E. Duty
Vice President



Robert A. "Trey" Goodwin, III
Chairman



DATE: 08/14/2023

ATTEST:

DATE: SEP 05 2023


J.D. Peacock II, Clerk

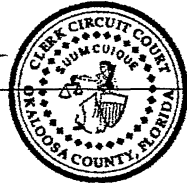


Exhibit "B"

**GENERAL SERVICES INSURANCE REQUIREMENTS FOR
PROFESSIONAL LIABILITY**

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

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

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

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

Procurement/Contract/Lease Number: C20-2975-PW Tracking Number: 4913-23
Procurement/Contractor/Lessee Name: HDR Engineering Grant Funded: YES ___ NO X
Purpose: 1st amendment + renewal
Date/Term: 9/28/23 - 9/28-24 (1 yr) 1. GREATER THAN \$100,000
Department #: 0114 2. GREATER THAN \$50,000
Account #: 581199 3. \$50,000 OR LESS
Amount: per tasks
Department: PW Dept. Monitor Name: Antray

Purchasing Review

Procurement or Contract/Lease requirements are met:
CeCelia VandenBroeck Date: 8/9/2023
CeCelia VandenBroeck

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: See attached email. Date: 8/10/2023
Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool)

County Attorney Review

Approved as written: See attached email. Date: 8/11/2023
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: _____

CeCelia VandenBroeck

From: Odessa Cooper-Pool
Sent: Thursday, August 10, 2023 11:49 AM
To: CeCelia VandenBroeck
Cc: kparsons@ngn-tally.com; Jacqueline Matichuk; Lynn Hoshihara NGN-Tally; Karen Thomas; DeRita Mason
Subject: RE: C20-2975-PW 1st Amendment/Renewal
Attachments: C20-2975-PW 1st Renewal-Amendment.docx

Hello CeCelia,

The 1st Renewal for HDR Engineering Inc has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist
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: CeCelia VandenBroeck <cvandenbroeck@myokaloosa.com>
Sent: Wednesday, August 9, 2023 3:39 PM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Cc: kparsons@ngn-tally.com; Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Lynn Hoshihara NGN-Tally <lhoshihara@ngn-tally.com>; Karen Thomas <kthomas@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: RE: C20-2975-PW 1st Amendment/Renewal

Hello,

See highlighted updates and approve and send approval.

Thank you,

CeCelia VandenBroeck

Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850.689.5960 ext 6961 Fax: 850.689.5970
Email: cvandenbroeck@myokaloosa.com



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Good afternoon CeCelia,

Would you please update the Professional Liability insurance for the contract? There are no changes to the limit coverage, only updated verbiage changes.

Thank you,

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Thank you,

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From: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Sent: Friday, August 11, 2023 12:55 PM
To: Odessa Cooper-Pool; CeCelia VandenBroeck
Cc: Parsons, Kerry; Jacqueline Matichuk; Karen Thomas; DeRita Mason
Subject: RE: C20-2975-PW 1st Amendment/Renewal
Attachments: C20-2975-PW 1st Renewal-Amendment 8.11.23.docx

CeCelia,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara

**Nabors
Giblin &
Nickerson P.A.**
ESTABLISHED 1944

1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel.
(850) 224-4073 Fax
Lhoshihara@ngnlaw.com

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Phone: 850.689.5960 ext 6961 Fax: 850.689.5970

Email: cvandenbroeck@myokaloosa.com



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