



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:

NORTHWEST CRESTVIEW BYPASS

RFQ NUMBER:

RFQ PW 38-20

ISSUE DATE:

May 4, 2020 at 8:00 A.M. CST

LAST DAY FOR QUESTIONS:

May 22, 2020 at 3:00 P.M. CST

RFQ OPENING DATE & TIME:

June 4, 2020 at 3:00 P.M. CST

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

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 Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

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

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

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

AUTHORIZED SIGNATURE: _____ PRINTED NAME: _____

TITLE: _____ DATE: _____

NORTHWEST CRESTVIEW BYPASS

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide a feasibility study for the NORTHWEST CRESTVIEW BYPASS.

Individuals and firms desiring consideration shall provide an original and one (1) thumb drive of their Statement of Qualifications (Statement) with copies of all licenses and a current business tax receipt issued by the County Tax Collector. Statements shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Guidelines detailing form and content requirements for the Statement are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at http://www.myokaloosa.com/dept_purchasing.html and <https://www.bidnetdirect.com/florida>.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **June 4, 2020 at 3:00 PM CST** to be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof **“NORTHWEST CRESTVIEW BYPASS.”** Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

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

All submittals should be addressed as follows:

Okaloosa County Purchasing Department
RE: NORTHWEST CRESTVIEW BYPASS
RFQ PW 38-20
5479A Old Bethel Road
Crestview, FL 32536

Jeff Hyde
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL

Robert A. “Trey” Goodwin III, Chairman

**RFQ PW 38-20: NORTHWEST CRESTVIEW BYPASS
IN OKALOOSA COUNTY**

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RFQ PW 38-20: NORTHWEST CRESTVIEW BYPASS

PART 1 – GENERAL INFORMATION

The purpose of this Request for Qualification is to seek the services from firms or individuals licensed to practice in the State of Florida for professional transportation engineering and planning services. This document provides the guidelines by which interested consultants are to submit their interest, qualifications, and proposal. Selection and negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.055, Florida Statutes and County policy. The proposed draft agreement for the work contemplated by this RFQ is attached and may be subject to change.

The Southwest Crestview bypass, from Highway 85, across I-10, to US 90 is under design and construction. It is the intent of Okaloosa County, on behalf of its Public Works (PW) Department, to contract with a professional firm for a feasibility study for the Northwest Crestview Bypass. Okaloosa County is the lead agency, but will be partnering with FDOT financially on the study, and will also be partnering with the City of Crestview to help with reviews. Any qualified firm/team desiring to provide the required professional services necessary to complete the feasibility study for the Northwest Crestview Bypass should submit the requested documents.

The Consultant is to study the Northwest Crestview Bypass, an arterial roadway that will connect SR 85 at the northern end of the City of Crestview near the intersection of SR 85 & Airport Road to the western end of the City of Crestview near the intersection of US 90 & Old Bethel Road. The project is approximately 5 miles in length.

The following FDOT work groups are needed:

- 2.0 PD&E Studies
- 3.2 Major Highway Design
- 6.1 Traffic Engineering Studies
- 8.2 Design, Right-of-Way, and Construction Surveying
- 8.3 Photogrammetric Mapping

The Consultant will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment, in order to develop the Location and Design Concept of the Project in accordance with FDOT policy, procedures, and requirements. Studies will be prepared per FDOT manuals and FDOT will review and or approve all documents.

PART 2 – SCOPE OF SERVICES

See EXHIBIT A – DRAFT PROFESSIONAL SERVICES AGREEMENT FOR NORTHWEST CRESTVIEW BYPASS FEASIBILITY STUDY.

PART 3 – QUALIFICATION PREPARATION INSTRUCTIONS

The original unbound copy of the response (Response) to the Request for Qualification (RFQ) and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFQ guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFQ and contain no more than 25 pages, #12 font minimum. One piece of paper printed front and back is considered two pages. The 25 page

maximum excludes the cover, table of contents, section dividers, and copies of required forms. In addition to the paper original, an electronic copy of the signed response including all required forms shall be submitted on a thumb drive as a single-file, pdf document.

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate firm's understanding of the project, experience, organization, current workload, and the overall adherence to the RFQ. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the top two or three firms.

The top ranked firm will be recommended to the Board of County Commissioners and FDOT for approval. If the Board of County Commissioners and FDOT agrees with the Selection Review Committee's recommendation, contract price negotiations will begin between the selected firm and Okaloosa County. Should contract negotiations fail, negotiations will begin immediately with the next highest ranked firm.

At such time when an approval is granted by the Okaloosa County Board of Commissioners, notification will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing Manual, Section 30, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

Response to the RFQ shall be submitted in the format described below:

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants.

The Letter of Interest does not count toward the 25 page maximum.

2. **Project Understanding and Approach (30 Points)** – In this section you will describe the firm's understanding of the project including the firm's assessment of the project's challenges and how the firm is uniquely qualified to monitor and/or mitigate those challenges.

This section counts toward the 25 page maximum.

3. **Experience of Firm/ Team Members (30 Points)** – In this section the respondent will highlight the firm's experience. Teaming is allowed. The respondent will provide sufficient information clearly demonstrating successful completion of a feasibility study that was reviewed and approved by FDOT. Clearly show what elements may be provided by each team.

This section counts toward the 25 page maximum.

4. **Organization & Staffing (20 Points)** – In this section the respondent will provide an organizational chart showing key areas of responsibility. Resumes for key team members will be provided in this section.

This section counts toward the 25 page maximum.

5. **Stakeholder Engagement (10 Points)** – In this section, the respondent will describe the firm’s experience and methods for holding public meetings and hearings.

This section counts toward the 25 page maximum.

6. **Availability of Workload and Willingness to Meet Time Requirement (10 Points)** – In this section, the respondent will discuss the ability of the firm to manage this project within the proposed project time and within budget. The respondent will prepare a simple Gantt chart outlining a timeline for the Northwest Crestview Bypass feasibility study. When evaluating staff commitments/availability, assume the notice-to-proceed will be issued August 24, 2020.

This section counts toward the 25 page maximum.

7. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not otherwise requested in the RFQ.

This section counts toward the 25 page maximum.

8. **Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.

This section does not count toward the 25 page maximum.

PART 4 – PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	5-04-20
Deadline for Questions	5-22-20
RFQ Response Due Date	6-04-20
Selection Review Committee Meeting	6-17-20
Oral Presentations (if needed)	6-30-20
Recommend Award to BCC via ITA	7-02-20
Contract Negotiations	7-06-20 – 7-30-20
Finalize/Execute Agreement	8-04-20
Issue Notice to Proceed	8-24-20

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk

Manager or designee.

2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day 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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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.

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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. 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. 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. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence

		for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Professional Liability (E&O)	\$1,000,000 each 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

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.

Note: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days’ 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

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

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

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.myokaloosa.com/purchasing/current-solicitations>.

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

2. **PREPARATION OF QUALIFICATIONS** – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.

- A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
- B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
- C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- D. Qualifications submitted by an individual shall show the respondent's name and official address.
- E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated

in the Request for Qualification. The official address of the joint venture must be shown below the signature.

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

3. INTEGRITY OF QUALIFICATIONS DOCUMENTS - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

4. SUBMITTAL OF QUALIFICATIONS – Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

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

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

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.

6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.

7. CONDITIONAL & INCOMPLETE QUALIFICATIONS - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.

8. ADDITION/DELETION OF ITEM – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.

9. APPLICABLE LAWS & REGULATIONS – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.

10. PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

11. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

12. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

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

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

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

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

17. COMPLIANCE WITH FLORIDA STATUTE 119.0701 - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c)

ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.

18. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

19. SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of any contract resulting from this solicitation for the County's convenience.

Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

20. FAILURE OF PERFORMANCE/DELIVERY - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.

21. AUDIT - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.

22. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

23. NON-COLLUSION – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

24. UNAUTHORIZED ALIENS/PATRIOT’S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List . In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

25. IDENTICAL TIE PROPOSAL - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

26. CONE OF SILENCE CLAUSE – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

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

27. DRUG-FREE WORKPLACE -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.

28. INDEMNIFICATION & HOLD HARMLESS -CONSULTANT 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause

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

using the **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES** Form provided.

- 30. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)**-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. Respondents shall utilize **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS** form provided to make this certification.

- 31. MANDATORY DISCLOSURES-** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

- 32. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.**
 - A. Drug-Free Workplace Certification Form
 - B. Conflict of Interest
 - C. Federal E-Verify
 - D. Cone of Silence Form
 - E. Indemnification and Hold Harmless
 - F. Addendum Acknowledgement
 - G. Company Data
 - H. System Award Management Form
 - I. List of References
 - J. Certification Regarding Lobbying
 - K. Sworn Statement – Public Entity Crimes
 - L. Governmental Debarment & Suspension
 - M. Vendors on Scrutinized Companies List

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation 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 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: _____

SIGNATURE: _____

COMPANY: ADDRESS: _____

NAME: _____

(Typed or Printed)

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of 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 _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

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 while the respondent is on the Active Contractors List , and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the time the respondent is on the Active Contractors List; 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: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONE OF SILENCE

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 place respondents on the Active Contractors List or 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 _____ **presenting** _____
Signature **Company Name**

On this _____ day of _____ 2020 hereby agree to abide by the County’s “**Cone of Silence Clause**” and understand violation of this policy shall result in disqualification of my qualification/proposal/submittal.

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.

Proposer's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

ADDENDUM ACKNOWLEDGEMENT
RFQ TD 38-20

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

ADDENDUM NO.

DATE

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.

COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

DUNNS/SAM #: _____

Respondent's License #: _____

Additional License – Trade and Number _____

Fax #: _____

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

DBE/Minority Number: _____

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: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

LIST OF REFERENCES

1. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

2. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

3. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

4. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

5. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

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 31,U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**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 _____

2. This sworn statement is submitted by _____

Whose business address is: _____

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: _____

3. My name is _____ and my relationship to the entity named above is _____

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

- _____ 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: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

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 _____ day of _____, in the year _____.

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification: _____

Type of ID

Government Debarment & Suspension

Instructions

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

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

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

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal 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

Printed Name and Title of Authorized Representative

Signature

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate _____, 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: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

Standard Contract Clauses

Exhibit “B”

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the

contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

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

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

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

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

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

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

**NORTHWEST CRESTVIEW BYPASS
RFQ PW 38-20
RANKING SHEET**

RANKING CRITERIA	
Project Understanding & Approach: Describe the firm's understanding of the project including the firm's assessment of the project's challenges and how the firm is uniquely qualified to monitor and/or mitigate those challenges. (30 Points)	
Experience of Firm/Team Members – In this section you will highlight the firm's experience. Teaming is allowed. Provide sufficient information clearly demonstrating successful completion of a feasibility study approved by FDOT. Clearly show what elements may be provided by each team. (30 Points)	
Organization & Staffing: In this section the respondent will provide an organizational chart showing key areas of responsibility. Resumes for key team members will be provided in this section. (20 Points)	
Stakeholder Engagement: Describe the firm's experience and methods for holding public meetings and hearings. (10 Points)	
Availability of Workload and Willingness to Meet Time Requirements: Discuss the ability of the firm to manage this project within the proposed project time and within budget. Prepare a simple Gantt chart outlining a timeline for the Northwest Crestview Bypass feasibility study. When evaluating staff commitments/availability, assume the notice-to-proceed will be issued Aug 24, 2020. (10 Points)	
TOTAL POSSIBLE – 100 PTS	

PART 5 – EXHIBITS

- A. Sample Form of Agreement (Professional Services Agreement)
 - Sample Form of Agreement Exhibits
 - A. Scope of Services of the Consultant
 - B. Payment for Services
 - C. Insurance Requirements
 - D. Forms and Certifications (*place holders for the following documents that are to be provided with the RFQ*)
 - 1) Drug Free Work Place Certification
 - 2) Sworn Statement on Public Entity Crimes
 - 3) Conflict of Interest Disclosure
 - 4) Federal E-Verify Workplace Certification
 - 5) Indemnification and Hold Harmless
 - 6) Certification for Disclosure of Lobbying Activities
 - 7) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - 8) Vendors on Scrutinized Companies List

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
FOR NORTHWEST CRESTVIEW BYPASS FEASIBILITY STUDY**

OKALOOSA BOARD OF COUNTY COMMISSIONERS

Sample Contract – Do Not Sign

This Sample Contract is subject to revision and not binding until fully approved by the BoCC and executed by all parties.

PROFESSIONAL SERVICES AGREEMENT - NORTHWEST CRESTVIEW BYPASS

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AGREEMENT

THIS AGREEMENT is by and between Okaloosa County through its Board of County Commissioners ("Owner"), situated at 1250 N. Eglin Parkway, Shalimar, Florida 32579, and _____ ("Consultant"), a [type of entity] certified to do work in the State of Florida, whose address is _____.

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of payments, hereinafter mentioned, to be made by the Owner, the Consultant agrees to furnish all labor to perform work for RFQ PW 38-20; NORTHWEST CRESTVIEW BYPASS for a [LUMP SUM / NOT TO EXCEED] without an amendment to the Agreement amount of \$_____ in strict conformity with the provisions of this Agreement.

Owner and Consultant further agree as follows:

ARTICLE 1 THE PROJECT

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

To prepare a Mobility Fee Study and Fee Schedule for Okaloosa County and to provide the framework for municipalities in Okaloosa County to adopt identical or similar methodologies.

ARTICLE 2 SERVICES OF CONSULTANT

2.01 Consultant shall provide or cause to provide, the services set forth as set forth herein and in Exhibit A.

ARTICLE 3 OWNER’S RESPONSIBILITITES

3.01 General

A. Owner will furnish the following documents. These documents may be provided in either paper or electronic format.

- 1. Current Comprehensive Plan,
- 2. Current Land Development Code

B. Owner shall pay Consultant as set forth in Exhibit B.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

4.01 Insurance

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

4.02 Indemnification

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

4.03 Errors and Omissions

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

ARTICLE 5 SCHEDULE FOR RENDERING SERVICE AND TERM

5.01 Commencement

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

5.02 Time for Completion

- A. The term of contract will run for three (3) years from the date of Notice to Proceed, The agreement may be extended by mutual agreement of both parties.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely matter so as not to delay the Consultant's performance of its services.
- E. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 6 INVOICES AND PAYMENTS

6.01 Invoices

- A. The Consultant will be eligible for progress payments under this Agreement at intervals not less than monthly.
- B. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants.
- C. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.
- D. The Owner will render a decision on the acceptability of services within five working days of receipt of either the services, invoice, or progress report, whichever is later. The Owner reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Owner. Any payment withheld will be released and paid to the Consultant promptly when the work is subsequently performed.
- E. Consultant shall submit invoices on a monthly basis and in a form agreeable to Owner. Invoices are due and payable within 25 days of receipt and in accordance with the Florida Prompt Payment Act (Chapter 218 F.S).

6.02 Payments

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

6.03 Project Closeout

- A. Final Audit
 - 1. If requested by the Owner, the Consultant will permit the Owner and/or its designee to perform an audit of the time based and reimbursable expense records

of the Consultant and any or all Subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the services. In the event funds paid to the Consultant are subsequently properly disallowed by the Owner because of accounting errors or charges not in conformity with this Method of Compensation, the Consultant agrees that such disallowed amounts are due to the Owner upon demand.

2. A Certificate of Completion will be prepared for execution by both parties stating the total compensation due to the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Owner for overpayment, provided the net difference is not zero.

ARTICLE 7 CONSULTANT'S REPRESENTATIONS

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

- A. Consultant is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Services under this Agreement.
- B. Consultant has carefully studied, considered, and correlated the information known to Consultant, information commonly known to Consultants providing similar services doing business in the locality where the Services will be provided, and with respect to the effect of such information on the cost, progress, and performance of Consultant's obligations under this Agreement.

ARTICLE 8 MISCELLANEOUS

8.01 Successors and Assigns

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

8.02 Severability

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

8.03 Consultant's Certifications

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.03:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Agreement execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding or selection process or the execution of the Agreement to the detriment of Owner, (b) to Agreement prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition; and
3. “collusive practice” means a scheme or arrangement between two or more Consultants, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection or negotiating process or affect the execution of the Agreement.

8.04 Limitations

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

8.05 Third Party Beneficiaries

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

8.06 Notices

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

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

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

[name }

[firm].
[address]
[address]
[address]

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

8.07 Contractor Compliance

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

8.08 Audit

- A. The Owner and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Consultant with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after the termination of the Contract.
- B. Consultant represents, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.
- C. Consultant understands the requirements of and agrees to comply with the requirements of Florida Statutes, section 20.055(5).

8.09 Independent Contractor

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

8.10 Public Records

- A. Consultant shall adhere to the Public Records law of Florida.
- B. Specifically, Consultant must:
 - 1. Keep and maintain public records require by the Owner to perform the service.

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

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

8.11 Safeguarding Personal Identifiable Information

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

8.12 Controlling Law

- A. This Contract shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Contract shall be in the state courts of Okaloosa County, Florida.

8.13 Compliance with the Law

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

8.14 Standards of Performance

A. Standard of Care

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

B. Subconsultants

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

C. Cooperation and Performance

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

8.15 Termination or Suspension

- A. The Owner may, by written notice to the Consultant, suspend any or all of the Consultant's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Owner may terminate this Agreement in whole or in part at any time the interest of the Owner requires such termination. If the Owner determines that the performance of the Consultant is not satisfactory, the Owner shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Owner may either (1) immediately terminate the Agreement as set forth in paragraph 8.13.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Owner chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly reimburse the Owner for any and all costs and expenses incurred by the Owner in correcting the deficiency.
- B. If the Owner terminates the Agreement, the Owner shall notify the Consultant of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. In the event this Agreement is terminated by either party, the Consultant shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such

compensation shall be based on the arrangement set forth in the Agreement or subsequent Amendments, unless otherwise agreed.

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

8.16 Drug-Free Work Place

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

8.17 Resource Recovery

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

Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, April. 19, 1995]

8.18 Compliance with Certain Environmental Standards.

A. Consultant certifies and agrees to comply with all of the following applicable standards, orders or regulations issued pursuant to:

1. Clean Air Act, 42 U.S.C., 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
4. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

B. Violations must be reported to the Owner and the Regional Office of the EPA.

8.19 Public Entity Crime Information

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

8.20 Equal Employment Opportunity

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

8.21 Employment Eligibility Verification

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

8.22 Records

- A. Records of time based and reimbursable expense costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Owner at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Consultant's general accounting records, the project records, together with supporting documents and records, of all subconsultants performing work on the project, and all other records of the Consultant and subconsultants and/or contractors considered necessary by the Owner or state or federal agency for a proper audit of costs.

8.23 Access to Records

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

8.24 Copeland Anti-Kickback Act

- A. Contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

8.25 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. All contracts and subcontractors that result from this solicitation in corporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8.26 Occupational Safety and Health Act of 1970

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirement of 29 CFR 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any

claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

8.27 Nondiscrimination

- A. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:
1. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities:

- 1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189)

as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- 9 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 9 EXHIBITS AND SPECIAL PROVISIONS

9.01 Exhibits Included:

- A. Exhibit A – Services of the Consultant (pages ___ to ____, inclusive);
Exhibit B – Payment for Services (pages _____ to _____, inclusive);
Exhibit C – Insurance Requirements (pages ___ to ____, inclusive);
Exhibit D – Forms and Certifications
Drug Free Work Place Certification (1 page)
Sworn Statement on Public Entity Crimes (2 pages)
Conflict of Interest Disclosure (1 page)
Federal E-Verify Workplace Certification (1 page)
Indemnification and Hold Harmless (1 page)
Certification for Disclosure of Lobbying Activities (1 page)
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (2 pages)
Vendors on Scrutinized Companies List (1 page)

9.02 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral

understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written amendment.

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

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Owner: Okaloosa County _____ Consultant: [Name] _____

By: _____ By: _____
Robert A. "Trey" Goodwin III
Chairman, Board of County
Commissioners

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

Address for giving notice: _____ Address for giving notice: _____
1250 N. Eglin Parkway _____ [Address] _____
Shalimar, FL 32579 _____ [Address] _____
[Address] _____

Agent for service of process:

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

Designated Representative: _____ Designated Representative: _____
Jason Autrey, P.E. _____ [Name] _____
1759 S. Ferdon Blvd. _____ [Address] _____
Crestview, FL 32536 _____ [Address] _____
Phone: (850) 689-5772 _____ [Phone] _____

**SCOPE OF SERVICES
FOR
NORTHWEST CRESTVIEW BYPASS
FEASIBILITY STUDY
PROJECT DESCRIPTION
Okaloosa County**

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1.0 SCOPE OF SERVICES PURPOSE

The Scope of Services describes the responsibilities of the Consultant and the Owner (Okaloosa County Board of County Commissioners) when conducting Feasibility Studies necessary to comply with FDOT procedures and underlying laws and regulations and to obtain FL FDOT of Transportation approval of the Environmental Document.

All activities encompassed by this Scope of Services include:

- Major work groups include: 2.0 - PD&E Studies, 3.2 – Major Highway Design
- Minor work groups include: 6.1 – Traffic Engineering Studies, 8.2 – Design, Right-of-Way, and Construction Surveying, 8.3 – Photogrammetric Mapping

The Project development process and all tasks identified in this Scope of Services must follow the guidance provided in FDOT's current version of the **PD&E Manual** and **FDOT Design Manual (FDM)**. As discussed in **Part 1, Chapter 1**, of the **PD&E Manual**, the **PD&E Manual** satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the Consultant must comply with all applicable state and federal laws, regulations, and Executive Orders.

The Scope of Services defines the Project tasks to be performed consistent with the **PD&E Manual** and other pertinent manuals as specifically prescribed in Section 2. The Scope of Services also outlines work activities that will be the responsibility of the Consultant and / or the Owner.

The Consultant must demonstrate good project management practices while working on this Project, including effective communication with the Owner, FDOT and others as necessary, effective management of time and resources, and quality of documentation. Throughout the Feasibility Study, the Consultant shall set up and maintain a contract file in accordance with FDOT procedures. The Consultant and any sub-consultants are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The Owner will provide contract administration and management. The Owner, with assistance from FDOT will provide technical reviews of all work associated with the development of this Project and performed under this Scope of Services. The FDOT's technical reviews will focus on high-level conformance and are not meant to substitute Consultant quality reviews of deliverables. The Consultant is fully responsible for all work performed and work products developed under this Scope of Services. The Owner may provide task-specific information as outlined in this Scope of Services.

2.0 PROJECT DESCRIPTION AND OBJECTIVES

2.1 PROJECT DESCRIPTION

The Consultant is to conduct a Feasibility Study for the Northwest Crestview Bypass, an arterial roadway that will connect SR 85 at the northern end of the City of Crestview near the intersection of SR 85 & Airport Road to the western end of the City of Crestview near the intersection of US 90 & Old Bethel Road. The project is approximately 5 miles in length. Project limits may be adjusted based on the findings of the Feasibility Study.

The Feasibility study is to provide documented information necessary to determine fatal flaws; logical termini; purpose and need; and potential corridors.

The Consultant will analyze the Project's impact on the social, economic, cultural, natural, and physical environment, and provide documented information on the impacts of a Northwest Bypass of the City of Crestview. This will include the Southwestern Bypass (from SR 85 to US 90), a new interchange to I-10 with the Southwestern Bypass, and SR 85 6-laning, which are all cost feasible in the Transportation Planning Organization's (TPO) Long Range Transportation Plan (LRTP). The bypass projects are proposed to provide a beltway around the city. The factors to be considered include, but are not limited to: traffic and regional mobility; social, cultural, economic, natural, and physical environmental impacts; and engineering feasibility. Traffic demand will be measured for the Northwest Crestview Bypass as well as the overall bypass of the City of Crestview (the eastern and western bypass segments). The results of the study will be documented in a Corridor Feasibility Report.

The Consultant shall review and become familiar with Project documents and materials that have been prepared prior to the Feasibility study. The Consultant will review the Efficient Transportation Decision Making Process (ETDM) Planning Screen Summary Report, including comments received from the Environmental Technical Advisory Team (ETAT), the Owner, and / or any responses from FDOT pertaining to this Project. The Consultant shall also review concepts and reports

(e.g., typical sections, alignments, planning reports) developed from prior planning studies. The Consultant shall use resource agencies' comments to assess the level of effort for work activities required to adequately address potential resources of concern to this Project.

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The Consultant will conduct the appropriate level of engineering and environmental analyses related to the anticipated Class of Action for this Project, as outlined in the **PD&E Manual**, the **FDM**, and directed by the Project objectives. The level of analysis depends on complexity of the Project, level of controversy, potential for significant impacts, and degree and quality of information / data available. If the Class of Action for the Project was not determined during ETDM screening, the Owner will determine it after completion of the environmental analyses.

The Consultant upon direction from Owner and FDOT will assist with updating data, technical studies or the Environmental Document to ensure compliance with NEPA, other federal laws, regulations and Executive Orders.

The Consultant will maximize the use of existing information available from State, regional, local agencies, private sources, and its own files. Examples include the Programming Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection OCULUS Electronic Document Management System, and other sources as appropriate.

Planning studies and plans relevant to this project with the Consultant is required to review include:

- 421997-1 PJ Adams Pkwy/Antioch Rd PD&E Study from SR 10/US 90 to SR 85/Ferdon Blvd
- Okaloosa County Southwestern Crestview Bypass plans
- ETDM #2891 Crestview Bypass A
- 425832-2-12-05 Feasibility Study for Eastern Crestview Bypass

2.2.1 Governing Regulations

Services performed by the Consultant must comply with all applicable FDOT Manuals and Guidelines. The Consultant will use the latest editions of the following Manuals and Guidelines to perform work for this Project.

- Florida Statutes
- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes, and Technical Advisories
- PD&E Manual
- Florida Design Manual
- ETDM Manual
- SocioCultural Effects Evaluation Handbook
- Public Involvement Handbook
- FDOT Design Manual
- Interchange Handbook (525-030-160)
- Design Standards (625-010-003)
- Highway Capacity Manual (Transportation Research Board (TRB))
- Manual on Uniform Traffic Studies (MUTS)
- Manual of Uniform Traffic Control Devices (MUTCD)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook) (625-000-015)

- A Policy on Geometric Design of Highways and Streets (AASHTO)
- Guide for the Development of Bicycle Facilities (AASHTO)
- Guide for the Development of Pedestrian Facilities (AASHTO)
- Florida Pedestrian Facilities Planning & Design Handbook
- Location Survey Manual (550-030-101)
- Highway Safety Manual (AASHTO)
- Right of way Mapping Handbook (550-030-015)
- Right of way Procedures Manual (575-000-000)
- Survey and Mapping Handbook
- Soils and Foundation Handbook
- Electronic Field Book (EFB) User Handbook
- Outline Specifications - Aerial Surveys/Photogrammetry
- Drainage Manual
- Stormwater Management Facility Handbook
- Exfiltration Handbook
- Hydrology Handbook
- Structures Design Guidelines (625-020-154)
- CADD Manual (625-050-001)
- CADD Production Criteria Handbook
- FDOT Quality / Level of Service Standards Handbook Software and Tables
- K-Factor Estimation Process
- Project Traffic Forecasting Handbook & Project Traffic Forecasting Procedure 525-030-120
- Traffic Analysis Handbook
- Florida Highway Landscape Guide
- Basis of Estimates Manual
- Federal Transit Administration (FTA) and Federal Rail Administration (FRA) Program Guidance
- Project Management Handbook
- FDOT Traffic Engineering Manual
- FDOT Intersection Design Guide
- Statewide TSM&O Strategic Plan
- FDOT Context Classification Document

2.2.2 Liaison Office

The Owner, FDOT and the Consultant will designate their respective Liaison Offices for this Project.

2.2.3 Personnel

The Owner will designate a Project Manager to represent Okaloosa County for this Project. The Owner's Project Manager shall be responsible for coordination with the Consultant pertaining to all contractual matters, invoicing and reporting. The Owner's Project Manager shall also be responsible for approval of any additional staffing to be provided, and shall give approval of all products and services. The Consultant will assign a Project Manager who will communicate regularly with the Owner's Project Manager regarding development of this Project. Final direction on all matters of this Project remains with the Owner's Project Manager.

The Consultant must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The Consultant's work must be performed to FDOT standards and procedures by personnel identified in the contract. Any changes in the identified personnel will be subject to review and approval by the Owner. To the extent possible, the Consultant must minimize FDOT's need to apply its own resources to the Scope of Services activities unless otherwise identified.

The Consultant shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The Consultant is responsible for ensuring that staff assigned to work under this Agreement has the training established by the FDOT as a prerequisite for Consultant staff to perform work. If the required training is such that it can be applied by the trainee to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee's time and expenses associated with the training is not directly billable to the Owner on this contract, and shall only be recoverable through overhead for the Consultant's firm.

The Consultant must request approval from the Owner's Project Manager for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment. The Consultant shall submit a copy of the resume and payroll register before new staff can be added.

The Consultant must have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans as required by FDOT standards.

The Consultant and its employees, agents, representatives, or sub-consultants are not employees of the Owner and are not entitled to the benefits of Okaloosa County employees. Except to the extent expressly authorized herein, Consultant and its employees, agents, representatives, or sub-consultants are not agents of the Owner, the FDOT or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Owner, the FDOT or the State. The Owner shall not be bound by any unauthorized acts or conduct of Consultant.

2.2.4 Sub-Consultants

Services assigned to any sub-consultants must be approved in writing and in advance by the Owner's Project Manager and the Consultant Project Manager in accordance with this Scope of Services. All sub-consultants must be technically qualified by the FDOT to perform all work assigned to them. Additional sub-consultants with specialized areas of expertise may be required to complete specific assignments. Any sub-consultants to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the Owner's Project Manager and the

Consultant Project Manager and documented in the contract file prior to any work being performed by the sub-consultants.

2.2.5 Lead Agency, Cooperating Agencies and Participating Agencies

The Consultant's Project Manager will support the Owner's Project Manager in coordination with the FDOT, Cooperating Agencies and Participating Agencies.

The Lead Agency for this Project is Okaloosa County Public Works.

The following will be engaged as a Participating Agency(s):

- FDOT
- City of Crestview

2.2.6 Meetings and Presentations

Led by the Owner's Project Manager, the Consultant will attend the Notice to Proceed Meeting, where Owner representatives will outline relevant contract and Project information provided by the Owner's Project Manager.

The Consultant shall attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with the Owner, FDOT staff and /or resources agency staff, other Consultants, or other miscellaneous meetings. Frequency of regular progress meetings will be determined by the Owner's Project Manager. Meetings with District Three FDOT Staff will occur during the study to provide project related information and receive FDOT input. Meeting will occur during the following phases: Phase I, Phase II and Phase III. The Owner's Project Manager will provide list of meeting attendees and meeting objectives.

The Consultant will attend meetings or make presentations at the request of the Owner with at least five (5) business days' notice. The Consultant will prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the Owner's Project Manager for review.

Deliverables: Meeting minutes

2.2.7 Communication

The Owner's Project Manager will be the representative of the County for the Project. The Consultant must regularly communicate with the Owner's Project Manager to discuss and resolve issues or solicit opinions regarding this Project. The Consultant must include the Owner and FDOT when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this Project remains with the Owner's Project Manager.

All written correspondence between the Consultant and any party pertaining specifically to this Project must be reviewed and approved by the Owner. The Consultant must respond to information requests relative to the Feasibility Study from third parties at the direction, and with the approval, of the Owner. The Consultant will assist the Owner in preparing the content of the letters from Owner personnel to other agencies, public officials, and others as needed or requested.

Deliverable: Public response letters

2.2.8 Quality Control

The Owner requires that all Project documents, technical studies, calculations, maps, reports, conceptual plans, design, and the Environmental Document are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The Consultant, is responsible for the quality of all (including the sub-consultants) deliverables. The Consultant will independently and continually review deliverables for accuracy and completeness. The Consultant must develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

Within twenty (20) business days from the Notice to Proceed, the Consultant must submit its QC Plan to the Owner's Project Manager for approval. The QC Plan will identify the deliverables, the personnel to perform the reviews, and the method of documentation. The QC Plan will be signed by the Consultant Project Manager and the Consultant QC Manager.

The Consultant must include document reviews and written resolution of comments with each submittal or deliverable to show the QC process was followed. At a minimum, a quality review checklist must be provided and should include letters, exhibits, technical studies, reports, design calculations, Environmental Document or any documents used or referenced in the QC Plan. The Consultant must maintain documentation which show the QC Plan process was followed. The Owner's Project Manager may request from the Consultant document reviews and written resolution of comments at any time during the Feasibility Study.

Deliverable: Quality Control Plan

2.2.9 Schedule

Within ten (10) business days after the Notice to Proceed, and prior to the Consultant beginning work, the Consultant shall provide a detailed Project activity / event schedule to the Owner. After Owner review, the Consultant will review and update activities, original duration, start date, finish date and total float as necessary to meet project specific criteria. The schedule must be based on the Owner's expected production date and must be approved by the Owner. The schedule must be based upon consideration of the Project's environmental issues (social, cultural, natural and physical resources) and regulatory requirements, and in coordination with the FDOT's District Environmental Management Office (DEMO). In developing the schedule for this Project, the Consultant, in coordination with the Owner and the FDOT, must include adequate time to meet regulatory reviews and formal consultations timeframes.

The schedule must be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the Consultant shall allow for a review period of at least 30 business days for each initial technical report or memorandum submitted for review and 30 business days for each final document review.

Periodically, throughout the life of the contract, the project schedule and payout and fiscal progress curves shall be reviewed and, with the approval of the Owner, adjusted as necessary to incorporate changes in the Scope of Services and progress to date.

The approved monthly updated project schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report to the Owner's Project Manager. Schedule updates are due the last Friday of each month.

The Initial and revised schedules shall be submitted electronically in *.pdf, Word, or Excel format.

Deliverable: Project Schedule, Project Payout Curve, Monthly Schedule Update

2.2.10 Submittals

The Consultant will compile and transmit the documents identified in this Scope of Services to the Owner for review. The Consultant shall coordinate with the Owner's Project Manager to determine delivery method. The Consultant shall provide a *.kmz file of the project with each submittal. The *.kmz file must include the layers necessary to compare proposed alternatives and review concept plan features. For any Phase Submittal, the Consultant must have the QC marked-up documents available for the Owner's review upon request.

The FDOT's Electronic Review and Comment (ERC) system will be used for project reviews by FDOT. Upon Notice to Proceed, the Consultant will coordinate with the FDOT to gain the required access into the ERC system.

Provisions for Work:

- Quality Control Plan
- Project Schedule, Project Payout Curve, Monthly Schedule Update
- Meeting Minutes
- Public Response Letters
- Project White Paper

Public Involvement:

- Public Involvement Comment Database
- Meeting Materials

Feasibility:

- Traffic Analysis Methodology Memorandum
- Project Traffic Analysis Report (PTAR)
- Feasibility Report
- Construction Cost Estimate
- Right of Way Cost Estimate

Upon completion of the Project, the Consultant will transfer to the Owner, in an organized manner, all project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the Feasibility Study in an acceptable portable storage drive.

2.2.11 Project White Paper

The Consultant will be required to submit a project white paper to the Owner utilizing the FDOT template. The White paper shall be updated quarterly to incorporate status updates.

Deliverable: Project White Paper with quarterly updates

2.2.12 Computer Automation

The Consultant shall develop concept plans and alternative designs utilizing Computer Aided Drafting and Design (CADD) systems. The FDOT makes software available to help assure quality and conformance with the policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the CADD production requirements in the **FDOT CADD Manual**. The CONSULTANT must submit final documents and files as described in the **FDOT CADD Manual**. Additional related information is found in the **FDM**. Concept plans and alternatives designs shall also be displayed using Google Earth-ready KMZ files. The concept plans must have both existing and proposed engineering and environmental features.

Upon Owner approval, the Consultant may also use computer tools and software to conduct some of the engineering and environmental analyses. Prior to using these tools, the Consultant must agree to provide original electronic files in a format and standard consistent with the FDOT's policies and procedures.

All electronic files must be scanned for viruses prior to submitting to the Owner. Failure to scan for viruses may result in a lower Consultant work performance evaluation.

2.2.13 Conflict of Interest

The Consultant or any affiliate is not eligible to pursue advertised work in the Consultant's area of oversight or any project for which the Consultant developed the Scope of Services. Sub-Consultants are also ineligible to pursue projects where they participated in the development of the Scope of Services, or have an oversight responsibility. The term "affiliate" is defined in **FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for FDOT Contracts**.

The Consultant and its Sub-Consultants will not enter into another contract during the term of the Contract for this Project which would create or involve a conflict of interest with the services herein.

The Consultant and its Sub-Consultants must comply with **FDOT Procedure No. 375-030- 006, Conflict of Interest Procedure for FDOT Contracts.**

2.3 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES

The Consultant will coordinate work activities with any ongoing and / or planned County, City or FDOT projects that may affect this Project. The Owner and Consultant shall coordinate with FDOT and the City of Crestview to ensure Project concepts are compatible with local improvements and right of way activities. The Consultant will inform the Owner's Project Manager of all coordination activities with other agencies or entities prior to holding such activities. The Owner's Project Manager shall be included in all such coordination activities.

The Consultant shall coordinate with the following pertinent projects and studies:

- 441038-1 (HNTB)
- 441038-4-32-01 (Lochner)
- 220171-2 (HDR)
- 407918-5 (VHB)

2.3.1 Coordination with Agencies

The Consultant will lead and participate in coordination efforts with the Public Transit Office, Office of Environmental Management, Federal Transit Administration, environmental resource and regulatory agencies, the public and other stakeholders as appropriate.

2.4 CONTRACT MANAGEMENT

The Consultant is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The Consultant is responsible for preparing monthly progress reports and schedule updates. Progress reports will be delivered to the Owner in a format prescribed by the Owner's Project Manager with the corresponding invoice.

The Consultant will regularly communicate the status of the project with the Owner while managing sub-consultant efforts and executing sub-consultant agreements.

2.5 ITEMS TO BE OBTAINED FROM THE FDOT

The Consultant will coordinate and request from FDOT will provide the following services and materials:

- Project data currently on file and available from study partners, such as:
 - Efficient Transportation Decision Making (ETDM) Planning Summary Report
 - Recently completed roadway studies for the study area including PD&E studies, access management, intersection plans, design files, and capacity improvements;
 - All available information in the possession of the FDOT pertaining to utility companies whose facilities may be affected by the proposed construction;
 - All future information that is in possession or may become available to the FDOT

- pertaining to subdivision plans, so that the Consultant may take advantage of additional areas that can be utilized as part of the existing right of way;
- Existing FDOT right of way maps and information on existing surplus right of way under ownership by the FDOT or participating local agency (counties and cities partnering with FDOT for the PD&E Study);
 - FDOT crash data;
 - Available traffic and planning data;
 - All applicable FDOT agreements with Utility Agency Owners;
 - Letters of authorization designating the Consultant as an agent of the FDOT to enter lands, waters, and premises of another in the performance of duties in accordance with Section 337.274, F.S.;
 - Reviews of technical reports and Environmental Documents;

2.6 OPTIONAL SERVICES

At the Owner's option, the Consultant may be requested to provide professional services not explicitly outlined in this Exhibit. These services may include but are not limited to re-evaluation of previous PD&E Studies, environmental analysis not specifically listed in this Scope of Services, Project Development and Environmental (PD&E) Study, design services, survey services, expert witness services for right of way acquisition, additional design analysis, and design plan preparation for utilities review. The fee for such services shall be negotiated in accordance with the terms detailed in **Exhibit B**, method of compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project.

3.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving input from all interested and affected persons, groups, business owners, and government organizations regarding the development of the project. The Consultant will coordinate and perform the appropriate level of public involvement for this Project as outlined in **Part 1, Chapter 11** of the **PD&E Manual**, and the **FDOT Public Involvement Handbook**.

The Consultant will provide the Owner drafts of all public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with the following tasks for review and approval prior to printing and / or distribution. The Consultant shall provide the Owner with a draft of proposed notification letters at least 60 calendar days prior to the meeting. The Consultant shall provide the Owner with a draft of any remaining proposed materials at least 45 calendar days prior to the meeting. Mandatory meeting with Owner to review and approve all meeting material 14 calendars prior to meeting.

3.1 PUBLIC INVOLVEMENT

3.1.1 Public Involvement Data Collection

The Consultant will assist the Owner with preparing responses to any public inquiries received throughout the Project. The Consultant will maintain and regularly update both an electronic and paper public involvement project file, which will document a record of all public involvement activities for this project.

3.2 SCHEDULED PUBLIC MEETINGS

The Consultant shall assist the Owner in scheduling and conducting various public meetings. Tuesday and Thursday evenings are preferred. The Consultant shall be aware of and avoid other scheduled County, City, and FDOT Public Meetings or Hearings. The Consultant will support the Owner in preparation, scheduling, attendance, note taking, documentation, and follow-up services for each meeting, which may include:

- 1 Stakeholder Forum (To determine project goals and objectives)
- 1 Presentation to TPO /County Commission /City Council

For any of the listed meetings, the Consultant will prepare and/or be responsible for the following:

- Agenda
- Presentation scripts and PowerPoint Presentation
- Handouts
- Graphics for display
- Meeting equipment set-up and tear-down
- Display advertisements (The Consultant will pay the cost of publishing)
- Letters for notification of interested parties (the Consultant will pay the cost of first class postage)
- News releases or project fact sheets. The Owner must review new releases and fact sheets at least two weeks before the meeting or mail out
- Meeting summaries provided to the Owner no later than five (5) business days after the meeting
- Preparation of response letters for Owner signature on public comments

The meeting format will be developed by the Consultant and approved by the Owner upon review. The Consultant will participate in briefing and debriefing meetings with the Owner's staff related to the public meeting.

The Consultant will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the Owner's Project Manager, to assist the Owner in such meetings.

The Owner may request the Consultant to identify the effect of the Project to individual properties on aerial maps or plans in response to requests from property owners. The Owner may also request the Consultant to meet with individual property owners.

The Consultant is responsible for developing and maintaining a Public Involvement Comment Database. This database will be included in the Project Feasibility Report and Public Comments and Coordination Report.

Deliverable: Meeting materials, Public Involvement Comment Database

3.3 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

In addition to the Section 3.2, the Consultant shall collect the following data for public involvement:

- Possible permit and review agencies should be identified and placed on the mailing list of official and interested parties along with email lists for each agency.

3.4 CORRESPONDANCE

Within five days of the receipt or mailing of all written correspondence between the Consultant and any party pertaining to this study, copies shall be provided to the Owner for their records.

FEASIBILITY STUDY

4.0 FEASIBILITY STUDY

The Consultant is to conduct a Feasibility Study to provide analysis and documentation necessary to determine fatal flaws, and corridors or alternatives that meet performance metrics identified within the project's purpose and need, confirm logical termini and, if warranted identify those feasible alternatives that may be carried into a PD&E study. During the Feasibility Study the study team will identify up to two (2) reasonable alternatives that best accommodate the purpose and need of the project while minimizing potential environmental impacts. A secondary objective of the Feasibility Study is to provide more specific information about potential environmental impacts, engineering challenges, and project costs that may be used in future Project Development and Environment (PD&E) studies.

The Consultant shall establish and document the purpose and need for the project based on the applicable elements of the criteria as described in Part 2, Chapter 1 of the PD&E Manual.

The following Public Involvement items should be completed during Feasibility Phase (see Section 3 for full scope items).

- Stakeholder Meeting (To determine project goals and objectives)
- 1 Presentation to Local TPO and Board of County Commissioners.

4.1 ENGINEERING ANALYSES AND CONSIDERATIONS

4.1.1 REVIEW OF PREVIOUS STUDIES

The Consultant shall review and summarize previous completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project as described in the PD&E Manual. The following studies were conducted for this Project:

- ETDM #2891 Crestview Bypass A

4.1.2 EXISTING CONDITIONS ANALYSIS

The Consultant will conduct a field observation to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop and analyze Project alternatives, and assess constructability issues. The intent of this analysis is to discover fatal flaws or for performance evaluation.

The Consultant will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this Project.

4.1.3 TRAFFIC ANALYSIS

The Consultant will review existing traffic data to carry out traffic analysis for this Project and determine whether additional data may be needed. The Consultant must collect additional data for the Study Area. The Consultant will review and finalize the following Traffic Reports and Planning studies:

- Conceptual Design Alternatives for Traffic Analysis
- Traffic Analysis Methodology Report
- Project Traffic Analysis Report

4.1.3.1 Traffic Analysis Methodology

The Consultant will perform traffic analysis in accordance with guidance from the **PD&E Manual**, **Traffic Analysis Handbook**, and **Project Traffic Forecasting Handbook**. The Consultant will prepare a forecast and analysis methodology which must be agreed upon by the Owner prior to beginning any analysis. The methodology must state the type of documentation, Project Study Area to be analyzed, and method and assumptions that will be used to analyze existing and future traffic conditions. The development of future forecast data must consider the currently adopted version of the Transportation Planning Organization (TPO) Long Range Transportation Plan (LRTP) travel demand model. If a TPO does not use the regional travel demand model, then a rationale must be provided and future travel data will be developed in accordance with guidance from **Chapter 4 of the Project Traffic Forecasting Handbook**. Otherwise, the Consultant will validate the travel demand model at a subarea level.

Capacity analysis will be based on the latest Highway Capacity Manual procedures. If CORSIM/VISSIM is anticipated to be used, Calibration and Validation is required. Calibration of the microsimulation model should be consistent with the *FHWA Traffic Analysis Toolbox*. Traffic Operational Analysis Procedures and Estimation of Measures of Effectiveness (MOE) shall also be documented. Data should be gathered in accordance with the **Traffic Analysis Handbook**.

Traffic analysis methodology will include an approach or procedure to evaluate safety performance of the project alternatives.

All traffic analysis documentation must be written in plain language and in a format that can be easily followed. The Consultant must submit all traffic analysis files for assumptions, inputs, outputs, network data, calculations, and results to the FDOT.

Deliverable: Traffic Analysis Methodology Technical Memorandum

4.1.3.2 Traffic Counts

- The Consultant will collect 8-hour manual vehicle turning movement counts for peak hours at the following locations:
 - SR 85 & Airport Road/ Old Bethel Road
 - US 90 & Old Bethel Road/ Enzor Road
 - US 90 & Antioch Road
 - Old Bethel Road & Oak Hill Road
 - SR 85 & Lake Silver Road/ Houston Lane
 - SR 85 & US 90
- The Consultant will collect 24-hour AADT counts at the following locations:
 - SR 85 – 6 locations
 - US 90 – 4 locations
 - P.J. Adams Parkway – 1 location

- Airport Road – 1 location
- Old Bethel Road – 1 location
- SR 4 – 1 location
- SR 285 – 1 location

4.1.3.3 Vehicle Classification Counts on Roadway Segments and Ramps

The Consultant will review the FDOT’s existing Classification counts for completeness and coordinate with the Owner’s Project Manager if additional data is needed. The Consultant will collect the following existing classification data.

- Current corridor traffic counts
- 72-hour traffic machine counts

4.1.3.4 Pedestrian, Bicycle, and Other Multimodal Data

The Consultant will review the FDOT’s existing multimodal data for completeness and coordinate with the Owner’s Project Manager if additional data is needed. The Consultant will collect the following additional existing traffic data.

- Pedestrian Counts
- Bicycle Counts
- Travel patterns or origin-destination (OD) survey (if necessary)
- Transit data
- Freight movement

4.1.3.5 Calibration and Validation Data Collection

The Consultant will collect calibration and validation data for the Project analysis in accordance with the **PD&E Manual** and the **Traffic Analysis Handbook**.

4.1.3.6 Existing Traffic Operational Analysis

The Consultant will conduct an existing (base year) traffic operational analysis and report the operational performance measures as agreed upon in the analysis methodology. The analysis must include bicycle, pedestrian, and transit (if applicable) operations. The manual count data will be used to obtain the existing design hourly volumes using historical and seasonal adjustments as appropriate. All existing design hourly volumes must be balanced before being used in the analysis. Oversaturated conditions and locations with complex geometry or operations will require microsimulation.

4.1.3.7 Model Calibration and Validation

The Consultant will calibrate and validate the microsimulation model using data and methodology as agreed upon in the analysis methodology.

4.1.3.8 Future Demand Forecasting

No Build Volumes: The Consultant will develop opening year and design year design hourly volumes for the No Build Alternative in accordance with the **Project Traffic Forecasting Procedure, Topic No. 525-030-120**. The need for interim year analysis will be determined in the traffic analysis methodology.

Build Alternatives Volumes: The Consultant will develop opening year and design year design hour volumes only for selected Build Alternatives. The Consultant must ensure the future year turning movement volumes are reasonably balanced at each intersection.

4.1.3.9 No Build Analysis

The Consultant will analyze the operational performance of the No Build Alternative for the analysis years to identify deficiencies related to the purpose and need for the project. The Consultant will evaluate the operational effectiveness of the No Build Alternative using agreed upon performance measures of effectiveness (MOEs). The analysis should include multimodal evaluation for pedestrian, bicycle, freight, and transit modes, as appropriate.

4.1.3.10 Operational Evaluation of Build Alternatives

The Consultant will analyze the operational performance of viable or feasible alternative(s) for opening and design years and any interim years as appropriate. The analysis must include multimodal evaluation for pedestrian, bicycle, and transit modes as appropriate. As part of the intersection alternatives, the Consultant will perform Roundabout Evaluation in accordance with the PD&E Manual and the **Florida Intersection Design Guide**. The analysis will also include evaluation of access management in relation to traffic safety and operational efficiency within the Study Area. The Consultant will evaluate the operational effectiveness of Build Alternatives using agreed upon performance MOEs.

4.1.3.11 Development and Screening of Alternatives

Project goals, objectives, and evaluation criteria will be defined in coordination with project stakeholders and the Owner and be applied to the alternative corridors and segments to measure the relative performance of each corridor/segment as it relates to their merits as well as their potential impacts. Based on stakeholder input, the Consultant may revise the purpose and need statement originally developed for the project in order to best align with project goals and objectives. The results of the analysis will be documented within the final Feasibility Report. The Consultant will recommend to stakeholders and the Owner appropriate performance metrics for evaluating alternatives that are consistent with the project's purpose and need. The Consultant will also develop a screening procedure to be approved by the Owner in order to determine those corridors, segments, or alternatives that best meet the project's purpose and need. Segments not deemed to be viable will be removed from further consideration, and the logic and reasons for removing these alternatives will be thoroughly documented consistent with NEPA requirements and in support of the PD&E process in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. Development of alternatives will consider previously completed planning products, such as the ETDM Planning screen. The logic for advancing viable alternatives to a PD&E Study will also be documented.

4.1.3.12 Project Traffic Analysis Report

As described in **Part 2, Chapters 2 and 3** of the **PD&E Manual**, the Consultant will prepare the Project Traffic Analysis Report (PTAR) to document results of the traffic analysis for No Build and Build

Alternatives, which includes the transit, bicycle, and pedestrian analysis. The results must be shown on diagrams for each alternative and discussed in the report. The PTAR will also summarize the comparison of the operational and safety performance of all alternatives evaluated in detail and how they perform against each other.

Deliverable: Project Traffic Analysis Report

4.1.4 SAFETY

4.1.4.1 Crash Data

The CONSULTANT will obtain the most recent five (5) years of available data from the FDOT's crash database and other local sources for this Project. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

4.1.4.2 Safety Analysis

The Consultant will perform safety analysis in accordance with **Part 2, Chapter 2** of the **PD&E Manual**. Based on the information obtained from the crash data, the Consultant will identify project safety needs associated with the existing and future conditions. The Consultant will use the Highway Safety Manual (HSM) procedures to estimate the safety performance of the Project alternatives as agreed upon in the Traffic Analysis Methodology Report.

4.1.4.3 Documentation of Safety Analysis

The Consultant will document the results of the safety analysis in the Feasibility Report.

4.1.5 UTILITIES AND RAILROAD

The Consultant will obtain information regarding utilities and railroad in accordance with Part 2, Chapter 21 of the PD&E Manual.

The Consultant shall identify major existing and proposed utility locations and railroads within the study corridor that may affect the feasibility of the project. This shall include utility services such as water supply, sanitary sewers, gas, storm water drainage, power and telephone, as well as overhead transmission lines and towers, and bridge attachments.

4.1.6 ROADWAY ANALYSIS

The Consultant will prepare design controls and criteria for developing Project alternatives and designing initial alignments and typical sections according to the FDOT standards. The design of Project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets approaches and the needs of all project users, and any additional information, as required. The Consultant will use Project traffic data and results of traffic analysis to design appropriate roadway elements. See Part 2, Chapter 3 of the PD&E Manual for more engineering and design considerations.

The Consultant will consider freight, pedestrian, bicycle, and transit in the development and evaluation of Project alternatives commensurate with the context with a goal of improving overall mobility, access, connectivity, safety and efficiency. Multimodal accommodation may include analysis of on-street parking and loading zone modifications and/or removal, park and ride needs, as necessary.

The Consultant will collect the existing structures data to develop typical section options for bridges within the study limits. These will include the FDOT's standard typical sections, and any typical sections that may result in minimizing right of way and environmental impacts. Coordination with the District's Structures Design Engineer may be required.

The Consultant shall review existing Northwest Florida Water Management District (NFWWMD) stormwater permit requirements, identify NFWWMD permit modifications for portions of corridor within any existing permit, and provide a write-up for feasibility study on these requirements. The Consultant will list any additional existing drainage conditions concerns in Feasibility Study. Additional assessment of pond siting, size or detention/retention is not needed for Feasibility.

4.1.7 COST ESTIMATES

4.1.7.1 Construction Cost Estimate

The Consultant will develop initial construction cost estimates using the FDOT's Long Range Estimate (LRE) program. The initial construction cost estimate is based on broad assumptions and is to be used in deciding which alternatives will be carried into the PD&E Study. Construction costs estimates should follow guidelines provided by the Owner's Project Manager.

Deliverable: Construction Cost Estimate

4.1.7.2 Right of Way Cost Estimate

Based on typical section analysis and FDOT design standards, the Consultant will establish construction limits and determine the minimum (proposed) right of way requirements throughout the limits of the Project.

The Consultant will compare the existing right of way width with the proposed right of way requirements to estimate the amount of right of way that the Owner may acquire only for alternatives that best meet project goals and objectives and may be advanced into PD&E.

The Consultant will estimate the cost for right of way acquisition, and cost estimates for relocations and business damages, if any. The Consultant will submit preliminary concept plans for viable Project alternatives that include the parcel identification number, existing right of way lines and proposed right of way lines. Additionally, the Consultant will provide a spreadsheet with the following parcel information: Parcel number, owners name, street address, tax ID number and required amount of property in square feet.

Deliverable: Right of Way Cost Estimate

4.1.8 PRELIMINARY CONCEPT PLANS

The Consultant will prepare preliminary concept plans for viable Project alternatives to a scale sufficient to determine project impacts, on an aerial photograph. The Owner will provide aerial photography. The Consultant will produce preliminary concept plans of the project area using FDOT's CADD standards. The concept plans will be used for mapping and assessing various data necessary for both engineering and environmental analysis and for public involvement.

4.2 ENVIRONMENTAL ANALYSES AND CONSIDERATIONS

For the feasibility phase, where appropriate, the Consultant shall utilize the Florida Geographic Data Library (FGDL), the Efficient Transportation Decision Making (ETDM) Environmental Screening Tool

(EST) Area of Interest (AOI), or other appropriate databases that include all existing features to conduct a desk-top level of analysis of the potential for impacts to Community Resources, Cultural Resources, Natural Resources, and Physical Resources of the concepts. The EST AOI will be used to analyze the potential effects to cultural resources including Section 4(f) recreational resources and natural resources including wetlands, essential fish and wildlife habitat. In addition to the desktop analysis, field reviews will be performed (if necessary) to verify data collected during the desktop analysis. This data base information shall be compatible for use on base maps used for public involvement.

A preliminary inventory of constraints and impact potential that would result in fatal flaws or for performance evaluation will be generated for the resources listed above, and research results will be documented in the Feasibility Report. All Environmental support documents will be delivered consistent with the Summary of Phase Submittals unless noted otherwise.

4.2.1 SOCIOCULTURAL EFFECTS

The Consultant shall review and inventory existing and future land uses, identify any potential developments, and inventory the types of businesses, communities and neighborhoods in the project vicinity. The results of this effort will be documented in the Feasibility Report.

4.2.2 CULTURAL RESOURCES

The Consultant will conduct a visual reconnaissance of the general project area, conduct research at the Florida Master Site File, the National Register of Historic Places and utilize property appraiser records and previous cultural resource assessment reports. The purpose will be to locate previously recorded historic and archaeological sites, evaluate their integrity in terms of NRHP criteria, and determine the location of previously unrecorded resources that are 50 years of age or older within the area of potential effect (APE). The data will be summarized in the Feasibility Report with appropriate maps, photographs, recommendations, and other data as required.

The Consultant shall identify and inventory parks, recreational areas, and other potential 4(f) resources within the project area, and identify any which may be impacted by the project. The results of this effort will be documented in the Feasibility Report.

4.2.3 NATURAL RESOURCES

The Consultant shall identify and inventory the project area for the existence of the following features: wetlands, floodplains, waterways (including any state-owned sovereign submerged lands and/or navigable waterways), protected species and habitat, special designations (including any Outstanding Florida Waters or special water quality areas), farmlands, and any designated conservation areas. Results will be documented in the Feasibility Report.

4.2.4 PHYSICAL EFFECTS

The Consultant shall identify and inventory potential contamination sites, hazardous material sites, geotechnical features, and other features (such as through FEMA maps or NRCS soils maps) that could impact the project. The level of effort should be commensurate with a high-level feasibility analysis. The results of this effort will be documented in the Feasibility Report.

4.3 FEASIBLE ALTERNATIVES EVALUATION

After developing alternatives, analyzing the alternatives and estimating costs, the Consultant will prepare a matrix which compares the impacts, performance, and costs of the alternatives evaluated in detail in the Feasibility Study. The matrix will include the performance of the No-Build Alternative as the baseline for comparison. The Feasibility Report will provide Recommended Alternative(s), if applicable, to include within the PD&E Study.

The Owner will select alternatives for additional detailed analysis based on review and analysis of engineering, environmental, and public involvement issues related to this Project.

Deliverable: Feasibility Report

5.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with **Exhibit B** of this contract. The Owner's Project Manager and the Consultant will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the study schedule and the work accomplished and accepted by the Owner. The Owner's Project Manager will decide whether work of sufficient quality and quantity has been accomplished by comparing the reported Scope of Services percent complete against actual work accomplished.

Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided. The Consultant shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the Owner.

EXHIBIT "B" – PAYMENTS FOR SERVICES

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

ARTICLE 3 – OWNER’S RESPONSIBILITIES

C3.01 Compensation for Services

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

1. For Tasks Orders I and II Services, an amount equal to the cumulative hours charged to the Project by each class of Consultant’s personnel times the Standard Hourly Rates set forth in Table 2.
2. For (Other) services rendered by a subconsultant (i.e. Transportation Engineer, or other) that will be provided by other than the Consultant’s personnel, compensation will be based on the direct cost from the subconsultant and shall be without mark-up from the consultant.
3. Total compensation paid shall not exceed the Total Estimated Compensation in Table 1 without an amendment to this Agreement.

Table 1 – Estimated Compensation and Basis

Compensation for:	Basis	Amount
Task Order I	Hourly – Not to Exceed	\$nn,nnn.nn
Task Order II	Hourly – Not to Exceed	\$nnn,nnn.nn
OTHER SERVICES	At Cost	\$nn,nnn.nn
	Total Estimated Compensation	\$nnn,nnn.nn

C3.02 Invoicing Procedure

- A. The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants. Invoices shall be submitted in form acceptable to Owner and at a minimum include hours worked, itemized subconsultant services, totals, subtotals, amount currently earned, amount previously paid, and balance remaining.
- B. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. This information may include, but not limited to, quantifiable, measureable, and verifiable units of deliverables, the deliverables were received/accepted in writing by the Owner, and/or other documentation or proof establishing minimum level of service. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.

EXHIBIT C – INSURANCE REQUIREMENTS

Revised: 08/01/2018

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

ARTICLE 4 – INSURANCE

D4.01 CONSULTANTS INSURANCE

- A. The Consultant shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- B. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- C. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa Owner. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. Where applicable, the Owner shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
- E. The Owner shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the Owner reserves the right to change these insurance requirements with 60-day notice to the Consultant.
- F. The Owner reserves the right at any time to require the Consultant to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- G. The designation of Consultant shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- H. Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

D4.02 WORKERS' COMPENSATION INSURANCE

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

employed at the site of the project, and such evidence of insurance shall be furnished to the Owner not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the Owner.

5. 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.
6. 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.

D4.03 BUSINESS AUTOMOBILE LIABILITY

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

D4.04 COMMERCIAL GENERAL LIABILITY INSURANCE

6. The Consultant shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
7. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Consultant shall notify the Owner representative in writing. The Consultant shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
8. 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
9. Consultant shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

D4.05 PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

D4.06 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>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
B. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
C. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage; \$1,000,000 each occurrence for Products and Completed Operations
D. Personal and Advertising Injury	\$1,000,000 each occurrence
E. Professional Liability (E&O)	\$1,000,000 each claim

D4.07 NOTICE OF CLAIMS OR LITIGATION

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

D4.08 CERTIFICATE OF INSURANCE

- A. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- B. The Consultant shall provide a Certificate of Insurance to the Owner with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- C. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification shall

be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

- D. In the event the contract term goes beyond the expiration date of the insurance policy, the Consultant shall provide the Owner with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Owner reserves the right to suspend the contract until this requirement is met.
- E. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- F. All certificates shall be subject to Owner's approval of adequacy of protection and the satisfactory character of the Insurer.
- G. All deductibles or SIRs, whether approved by Owner or not, shall be the Consultant's full responsibility. In particular, the Consultant shall afford full coverage as specified herein to entities listed as Additional Insured.
- H. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

D4.09 GENERAL TERMS

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

D4.10 UMBRELLA INSURANCE

- A. The Consultant shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and

umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

EXHIBIT D – FORMS AND CERTIFICATIONS

EXHIBIT D – PLACE HOLDER FOR DRUG FREE WORK PLACE CERTIFICATION (1 PAGE)

**EXHIBIT D – PLACE HOLDER FOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES PAGE 1
OF 2**

**EXHIBIT D – PLACE HOLDER FOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES PAGE 2
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EXHIBIT D – PLACE HOLDER FOR CONFLICT OF INTEREST DISCLOSURE 1 PAGE

EXHIBIT D – PLACE HOLDER FOR FEDERAL E-VERIFY WORKPLACE CERTIFICATION 1 PAGE

EXHIBIT D – PLACE HOLDER FOR INDEMNIFICATION AND HOLD HARMLESS 1 PAGE

**EXHIBIT D – PLACE HOLDER FOR CERTIFICATION FOR DISCLOSURE OF LOBBYING
ACTIVITIES 1 PAGE**

EXHIBIT D – PLACE HOLDER FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (PAGE 1 OF 2)

EXHIBIT D – PLACE HOLDER FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (PAGE 2 OF 2)

EXHIBIT D – PLACE HOLDER FOR VENDORS ON SCRUTINIZED COMPANIES LIST 1 PAGE