Exhibit A

REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
General Engineering & Professional Services for Okaloosa County Public Works

RFQ NUMBER:
RFQ PW 81-23

ISSUE DATE:	October 30, 2023		
LAST DAY FOR QUESTIONS:	November 14, 2023	@	3:00 PM
ITB OPENING DATE & TIME:	November 30, 2023	@	3:00 PM

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

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be submitted electronically by the time and date listed above. Responses may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

COMPANY NAME _____

MAILING ADDRESS _____

_____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

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

AUTHORIZED SIGNATURE: _____ PRINTED NAME: _____

TITLE: _____ DATE: _____

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

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 **General Engineering and Professional Services for Okaloosa County Public Works.**

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **November 30, 2023 @ 3:00 P.M. CST**, at which time all proposals that are timely submitted will be opened and reviewed.

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

For this solicitation please contact:
Amber Hammonds
Contracts and Lease Coordinator
850-689-5960
ahammonds@myokaloosa.com

DeRita Mason

Digitally signed by DeRita Mason
Date: 2023.10.24 01:16:00 -05'00'

DeRita Mason
Purchasing Manager

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
ROBERT A "TREY" GOODWIN, III, CHAIRMAN

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

GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ): GENERAL CONSULTING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS

GENERAL INFORMATION/SCOPE OF SERVICES

It is the intent of Okaloosa County, on behalf of its Public Works (OCPW) Department, to contract with multiple professional consulting firms for engineering and other design services including but not limited to: engineering studies; surveys; engineering design; architectural and landscape design; geotechnical studies; preparation of plans, specifications, contract documents and cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; contract administration; project completion certifications and as-builts as may be required; presentations to the Board of County Commissioners and the general public; right-of-way identification, appraisal and assistance in acquisitions; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.

The types of public infrastructure projects which may be assigned include: roadway design; minor bridges; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations; solid waste management; utilities (design coordination and water and sewer minor extensions); parks and recreation; facilities management; architectural and landscape design services; and any other type of project for the transportation, recreation, employment, and health and safety of the public which may be under the purview of the Okaloosa County Public Works Department or any other County Department.

At a minimum the firm must submit five (5) examples of projects performed by the proposed team in the past three (3) years. Four of the above listed examples must include roadway design, stormwater design and traffic safety. Services of the consultant shall be under the general direction of the County Department Director initiating the work or designee, who shall act as the County's representative during the performance of the scope of services.

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

Insurance Requirements are found in Section 12 of the Draft Agreement furnished with this Request for Qualifications (RFQ). Respondents should review these requirements prior to submitting a proposal.

The term of this contract will be for three (3) years. The County reserves the right to renew any contract for two (2) one-year contract periods. The terms of the renewal periods will be negotiated up front and finalized into the initial three-year contract.

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

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

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

QUALIFICATION PREPARATION INSTRUCTIONS

The 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. (Required forms are excluded from the total page count) All pages over the 25 page limit will not be read or evaluated.

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. The County reserves the right to award to multiple vendors based on the needs of the County The highest ranked proposals may be asked to participate in oral presentations. Based on the results of the oral presentations, the County will issue an Intent to Award to the highest ranked vendors based on the needs of the County and negotiations will begin. Should negotiations fail with any firm, an offer will be extended to the next highest ranked firm until contracts are successfully negotiated.

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 31, 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:** Include the location of the firm's office that will be the lead Point of Contact (POC) for this contract.

2. **Past Record:** Describe five (5) examples of projects performed by the proposed team in the past three (3) years. Four of the above listed examples must include roadway design, stormwater design and traffic safety. Examples can include single disciplines such as architecture and construction engineering and inspection (CEI). For each example, provide: the team members who worked on the project and the scope of services provided by each; the standards that governed the project (e.g., Florida Greenbook, FDOT Design Manual, MUTCD, Code of Federal Regulations, Florida Administrative Code, The Applicant's Handbook, Florida Building Code, LEED); environmental permitting, if any, required for the project; grant funding for the project secured and/or managed by the team, if any. **35 Points**

3. **Firm's Qualification:** Evaluation based on the following: Firm's reputation and competence, including experience in the types of projects outlined in the RFQ; availability of adequate personnel, equipment, and facilities; the extent of repeat business of the firm; where applicable, the relationship of cost estimates developed by the firm to actual costs on previous projects; demonstrated experience in utilizing various design and modeling software. **20 Points**

4. **Proposed Project Execution Strategy:** Describe how the firm proposes to manage work assigned by a task order under a contract that might result from this RFQ. The strategy should include at a minimum, firm/client relations; negotiating scope and fee; developing and monitoring project schedules; communication throughout the life of the project; quality management; construction cost estimating. Identify what steps are taken for problem solving particularly if it is determined a project schedule cannot be met. Also, describe how firm will manage subconsultant services. Finally, describe the ability to

meet with the client within one business day and the ability to address construction issues in a timely manner. Provide internal project review process and focus areas during said reviews. **30 Points**

5. **Schedule and Budget:** For each of the projects provided in the "Past Record" section, explain if the project met established scheduling and budgetary requirements and provide a valid client contact for each project. **10 Points**

6. **Regulatory and Grant Experience:** Describe the firm's experience with obtaining permits from agencies having jurisdiction (e.g., FDOT, FDEP, NWFWMD, USACE, and local DoD). Describe firm's experience supporting local agencies with obtaining and/or working under grant programs promulgated by FDEP, FDOT, FDEO, NWFWMD, EDC, SRF, USDA or other similar agencies. **5 Points**

7. **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.

PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	October 30, 2023
Deadline for Questions	November 14, 2023 @ 3:00 P.M.
RFQ Response Due Date	November 30, 2023 @ 3:00 P.M.
Selection Review Committee Meeting	December 12, 2023 @ 1:00 P.M.
Oral Presentations	December 18, 2023 – December 22, 2023
Recommend Award to BCC via ITA	December 29, 2023
Contract Negotiations	January 8, 2024 – January 12, 2024
Finalize/Execute Agreement	February 5, 2024

RFQ GENERAL CONDITIONS

1. **PRE-PROPOSAL ACTIVITY -**

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

   https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683

   All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addendum distributed to all prospective Respondents by posting to the Vendor Registry following website.

   https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683

   Such written addenda or modification shall be part of the proposal 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 proposal. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF PROPOSAL** – The respondent shall submit proposal in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. No changes shall be made to the phraseology of the form or in the items mentioned therein. Any proposal which contains 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 inviting proposals may be rejected.

A proposal 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.

A proposal 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.

A proposal submitted by an individual shall show the respondent's name and official address.
A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

The proposal 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 proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida and FDoT pre-qualified for the type of work required. proposal Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF PROPOSAL DOCUMENTS -** Respondents shall use the original Proposal 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 Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.

4. **SUBMITTAL OF PROPOSAL** – A proposal shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. **The responses submitted should be one (1) completed document, unless otherwise specified in the document.**

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

   If within 24 hours after proposals 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 proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-solicited, that respondent will be disqualified from 1) further proposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

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

8. **CONDITIONAL & INCOMPLETE PROPOSALS** – Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the qualifications of the proposer.

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

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

11. **DISQUALIFICATION OF RESPONDENTS** – Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

    a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

    b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

    c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

    d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

    e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

    f. Default under previous contract.

    g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

12. **AWARD OF PROPOSAL**

A. Okaloosa County Review - Okaloosa County designated Staff will review all proposals and will participate in the Recommendation to Award.

B. The County will award the proposal to the responsive and responsible vendor based on a review of the qualifications, and the County reserves the right to award the proposal to the respondent submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final. The County reserves the right to award to multiple vendors.

C. Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

D. Okaloosa County specifically reserves the right to reject any conditional proposals and will normally reject those which made it impossible to determine the true qualifications of the proposer.

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

14. **DISCRIMINATION** – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not 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.

15. **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.

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

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

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

18. **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 to the Owner any additional information and financial data for this purpose as the County may request.

19. **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 proposal package.

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

21. **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 termination of the contract.

22. **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.

23. **E-Verify Employment Eligibility Verifications System** – 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.

24. **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 the Contract 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.

25. **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 award and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.

26. 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 this proposal from the date of the award through three (3) years after the expiration of contract.

27. 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.

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

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

30. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA – Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is https://dos.myflorida.com/sunbiz

31. AUTHORITY TO PIGGYBACK – All respondents submitting a response to this Request for Qualifications agree that such response also constitutes a proposal to other Florida local governments under the same conditions, for the same contract price, and for the same effective period, should the respondent feel it is in their best interest to do so.

a. Each governmental agency desiring to accept this proposal and make and award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of the RFQ. This provision in no way restricts or interferes with the right of any governmental agency to independently procure any or all items.

32. **BYRD ANTI LOBBYING (31 U.S. C. 1352)** – The Certification regarding Lobbying executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

33. **WORK HOUR AND SAFETY STANDARDS (40 U.S.C. 3701-3708)** – The Certification regarding Work Hours and Safety Standards executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

34. **FINANCIAL STABILITY** – In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

35. **SYSTEM OF AWAD MANAGEMENT (SAM.GOV)** – If grant funded, all vendors must be registered in SAM in order to do business with the County. In order to be considered for the project, the vendor must be registered prior to submitting a proposal/proposal with the County. Failure to show proof of SAM.gov registration at time of submitting a proposal may deem the vendors proposal unresponsive. You can register for SAM at the below link: https://sam.gov/content/home. Note it can take some time for a vendor to get registered for the System of Award Management and as such it is important to start the process as soon as possible to qualify as a responsive vendor.

36. Pursuant to section 287.05701, Florida Statutes, the County will not request any documentation of or consider a proposer's social, political or ideological interests when determining if the proposer is a responsible proposer. The County will not give a preference to a proposer based upon the proposer's social, political, or ideological interests.

38. The following documents shall be submitted with the proposal packet. Failure to provide required forms may result in contractor disqualification.

RESPONSE DOCUMENT #1: RFQ & RESPONDENT'S ACKNOWLEDGEMENT
RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM
RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
RESPONSE DOCUMENT #4: CONE OF SILENCE FORM
RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS
RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RESPONSE DOCUMENT #7: COMPANY DATA
RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM
RESPONSE DOCUMENT #9: LIST OF REFERENCES
RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING
RESPONSE DOCUMENT #11: SWORN STATEMENT – PUBLIC ENTITY CRIMES
RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION
RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LIST
RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES
RESPONSE DOCUMENT #15: BUY AMERICAN CERTIFICATE
RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT
RESPONSE DOCUMENT #17: DRUG-FREE WORKPLACE CERTIFICATION
RESPONSE DOCUMENT #18: CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above* (vendor provided form)

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____ NO: _____

NAME(S) POTISTION(S)

_____

_____

_____

_____

_____

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

_____

PHONE NUMBER: _____

E-MAIL: _____

DATE: _____

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: _____ SIGNATURE: _____

COMPANY: _____ NAME: _____

ADDRESS: _____ TITLE: _____

_____

_____

E-MAIL: _____

PHONE #: _____

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

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

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

Any information thought to affect the committee or staff recommendation submitted after proposals 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, _____ representing _____ on this _____ day of
Signature Company Name
_____ 2023, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

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

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	

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

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

ADDENDUM NO.	DATE

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

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: _____

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: _____

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

(a) Definitions. As used in this provision.

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

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

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

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

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

(4) The Government has marked the record "Active".

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

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

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

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

(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company Physical Street Address, City, State, and Zip Code.
(4) Company Mailing Address, City, State and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

Offerors SAM information:

Entity Name: _____
Entity Address: _____
Sam.gov Unique Entity Identifier: _____
CAGE Code: _____

RESPONSE DOCUMENT #9: 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:_____

_____

Contract Person:_____Telephone # (_____) _____

*Email:_____

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

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

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

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

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

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than
$100,000 for each such expenditure or failure.] The Contractor,__, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted for _____
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 proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:

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

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

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

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

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

Date:_____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

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

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

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

_____

Printed Name and Title of Authorized Representative

_____ _____

Signature Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate_____, the 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 proposer proper immediately or immediately terminate any agreement entered into for cause if the 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 proposer has submitted a false certification, the County will provide written notice to the proposer. Unless the 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 proposer. If the County's determination is upheld, a civil penalty shall apply, and the proposer will be ineligible to propose 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 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.: _____

GRANT FUNDED CLAUSES

This Exhibit is hereby incorporated by reference into the main *Procurement*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *SOLICITATIO*N

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

a. 2 CFR. 25.110
b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
c. Executive Orders 12549 and 12689
d. 41 CFR s. 60-1(a) and (d)
e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the p*rocurement.* In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the p*rocurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *propose*r must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer*'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer*'s actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer*

will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their proposal submittal. Information regarding certified M/WBE firms can be obtained from:

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

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer*'s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer*'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of $2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to

this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of $2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, p*roposer* 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 *solicitation*. *Proposer* 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.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of $150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds $25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: http://www.sam.gov; (2) Collecting a certification statement similar to the Certification of Offeror /Proposer Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of $100,000. Requirement: *proposer* must file the required certification, attached to the procurement. 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 certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention: Applicability: All Contracts that received or may receive **Federal or State** grant funding. Requirement: [*proposer/consultant/contractor*] will retain all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

Federal Changes: *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases ($3000 or less, except for construction contracts over $2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract*]is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer*'s violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with *a resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of $50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *a resulting contract.*

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

DATE: _____ SIGNATURE: _____

COMPANY: _____ NAME: _____

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), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program

or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;

- 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);
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 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 under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 et seq. and/or 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 of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the 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, 1986 (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.

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

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

DATE: _____ SIGNATURE: _____

COMPANY: _____ NAME: _____

ADDRESS: _____ TITLE: _____

_____

_____

E-MAIL: _____

PHONE NO.: _____

RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

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

Certificate of Compliance with Buy America Requirements

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

Certificate of Non-Compliance with Buy America Requirements

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT

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

Company Name	Authorized Signature – Manual
Address	Authorized Signature – Typed
Address	Title
Phone #	Fax #
Federal ID # or SS #	

Date Submitted: _____

RESPONSE DOCUMENT #17: DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: _____ SIGNATURE: _____

COMPANY: _____ NAME: _____

ADDRESS: _____ (TYPED OR PRINTED)

_____ _____

_____ TITLE: _____

_____ _____

PHONE #: _____ E-MAIL: _____

TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (DRAFT)
(Master Services Agreement)
Between
The Board of County Commissioners of Okaloosa County
And
INSERT CONSULTANT'S NAME

This Agreement made on _____, 2023 between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and _____ [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida**,** having its principal office located at _____.

RECITALS

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

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

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

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

SECTION 1. BASIC SERVICES

1.1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ #PW 41-23 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

1.2. **Basic Services**. The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:

1.2.1. All professional services required to complete any public infrastructure project including, but not limited to: engineering studies; surveys; engineering design; architectural and landscape design; geotechnical studies; preparation of plans, specifications, contract documents and cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; contract administration; project completion certifications and as-builts as may be required; presentations to the Board of County Commissioners and the general public; right-of-way identification, appraisal and assistance in acquisitions; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.

1.2.2. The types of public infrastructure projects which may be assigned include: roadway design; minor bridges; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations; solid waste management; utilities (water and wastewater); parks and recreation; facilities management; architectural and landscape design services; and any other type of project for the transportation, recreation, employment, and health and safety of the public which may be under the purview of the Public Works Department or any other County department.

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

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

1.3. Term of Agreement. This AGREEMENT will become effective from Month Day, 2023, or upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2026. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for additional (2) two, (1) one-year periods. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. Regarding the previous TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement

SECTION 2. ADDITIONAL SERVICES

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

SECTION 3. OBLIGATIONS OF THE COUNTY

3.1. The COUNTY's Responsibilities. It is agreed that **ce**rtain obligations shall be performed or furnished by the COUNTY. These obligations include:

3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.

3.1.2. Arranging for and holding promptly any required meetings.

3.1.3. Provide boundary and/or topographical surveys of project sites that may be in the possession of the COUNTY.

3.1.4. Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.

3.1.5. Respond within a reasonable time to the CONSULTANT's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONSULTANT.

3.1.6. Giving prompt written notice to the CONSULTANT whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this AGREEMENT.

SECTION 4. General CONSULTANT Obligations.

4.1. In addition to the specific scope(s) of service required under each authorized Task Order, CONSULTANT shall be responsible for the following:

4.1.1. CONSULTANT shall designate in writing a person to act as CONSULTANT's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to receive instructions and information from the COUNTY and interpret and define CONSULTANT's policies, specifications, and reports. CONSULTANT shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.

4.1.2. CONSULTANT shall retain complete and accurate analytical and financial records of all work performed pursuant to this AGREEMENT for the longer of (1) the period of five years following completion of services; or (2) the minimum period specified by the Florida Department of State. This record retention period may, upon notice to the CONSULTANT by the COUNTY, be automatically extended during the course of any administrative or judicial action involving the COUNTY regarding matters to which the records are relevant.

4.1.3. CONSULTANT shall maintain books, records, and documents directly pertinent to the performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applies. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, Okaloosa County, or their authorized representatives shall have access to such records for audit purposes during the term of this AGREEMENT and for five years following this AGREEMENT's completion.

SECTION 5. Contractor Indemnification and Claims.

5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and CONSULTANT for other contractor's negligence.

5.2. The COUNTY shall require construction contractor(s) to name the COUNTY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.

5.3. **Changes.** The COUNTY may make or approve changes within the Scope of Services. If such changes affect CONSULTANT's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment in writing fully executed by both parties to the AGREEMENT.

5.4. **Indemnification.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28. Florida Statutes, as amended from time to time.

SECTION 6. TIME SCHEDULE

6.1. **Authorization.** Unless otherwise directed by the COUNTY, in writing, the CONSULTANT shall commence the performance of the Basic Services upon execution of the AGREEMENT by both parties which shall constitute Authorization to Proceed.

6.2. Additional Services. Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to the AGREEMENT by both parties and shall be completed in accordance with a schedule set forth in the authorization.

SECTION 7. AMOUNT AND METHOD OF PAYMENT

7.1. Method of Payment. For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with each authorized Task Order. CONSULTANT will submit invoices for each Task Order to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. CONSULTANT shall submit a progress report with each invoice. Within thirty (30) days of receipt of the invoice, the COUNTY shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within thirty (30) days, only that portion so reasonably contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close all future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.

7.2. Payment by the COUNTY. The COUNTY will process payment to the CONSULTANT within twenty-five (25) days after receipt of CONSULTANT's invoice.

7.3. Compensation. The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on a lump sum amount basis, or on CONSULTANT's rates, included as Exhibit A, for the actual time worked on the project. Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.

7.3.1. Direct Expenses are those necessary costs and charges incurred for the project as described in the Task Order and further explained in Exhibit A. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance in the specific Task Order. Any and all direct expenses requested by the CONSULTANT shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent written and fully executed Amendment of this AGREEMENT.

7.3.2. Rates to be utilized for the duration of this AGREEMENT are as described in the fee schedule included as Exhibit A. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses, as outlined in Exhibit A.

SECTION 8. CHANGES

8.1. Written Authorization. The COUNTY may, at any time, by written fully executed amendment to the AGREEMENT, make changes in the services or work to be performed within the general scope of this AGREEMENT, including alterations, reductions, therein or additions thereto.

8.2. Equitable Adjustment. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in a fully executed written amendment.

SECTION 9. DISPUTES

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

SECTION 10. DELAY OR SUSPENSION OF WORK

10.1. Convenience of the COUNTY. The COUNTY may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services for such period of time as the COUNTY may determine to be appropriate for the convenience of the COUNTY.

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

SECTION 11. TERMINATION OF AGREEMENT

11.1. Written Notice. This AGREEMENT may be terminated by the COUNTY, without cause or for convenience, with thirty (30) calendar days' written notice. Furthermore, this AGREEMENT may be terminated with written notice for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter.

11.2. Adjustment for Services Performed. In the event that this AGREEMENT is terminated by either party, the CONSULTANT shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT or subsequent Amendments , unless otherwise agreed.

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

SECTION 12. INSURANCE

12.1. GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

12.1.1. The CONSULTANT shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.

12.1.2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.

12.1.3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

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

12.1.5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the CONSULTANT.

12.1.6. The County reserves the right at any time to require the CONSULTANT to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.

12.1.7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor.

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

12.2. WORKERS' COMPENSATION INSURANCE

12.2.1. The CONSULTANT shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the CONSULTANT shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

12.2.2. CONSULTANT must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

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

12.3. BUSINESS AUTOMOBILE LIABILITY

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

12.4. COMMERCIAL GENERAL LIABILITY INSURANCE

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

12.4.2. Commercial General Liability coverage shall include the following:

12.4.2.1. Premises & Operations Liability

12.4.2.2. Bodily Injury and Property Damage Liability

12.4.2.3. Independent Contractors Liability

12.4.2.4. Contractual Liability

12.4.2.5. Products and Completed Operations Liability

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

12.5. PROFESSIONAL LIABILITY and/or ERRORS AND OMMISSIONS LIABILITY

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

12.6. INSURANCE LIMITS OF LIABILITY

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

		LIMIT
1.	Worker's Compensation 1.) State 2.) Employer's Liability	 Statutory $500,000 each accident
2.	Business Automobile	$1M each accident (A combined single limit)
3.	Commercial General Liability	$1M each occurrence for Bodily Injury & Property Damage; $1M each occurrence Products and Completed Operations
4.	Personal and Advertising Injury	$1M each occurrence
5.	Professional Liability (E&O)	$1M each claim

12.7. NOTICE OF CLAIMS OR LITIGATION

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

12.8. INDEMNIFICATION & HOLD HARMLESS

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

12.9. CERTIFICATE OF INSURANCE

12.9.1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.

12.9.2. The CONSULTANT shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).

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

12.9.4. In the event the contract term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

12.9.5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

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

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

12.9.8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

12.10. GENERAL TERMS

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

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

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

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

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

12.11. EXCESS/UMBRELLA INSURANCE

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

SECTION 13. GENERAL PROVISIONS

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

13.3.1. **Representatives.**

13.3.1.1. The authorized representatives of the COUNTY shall be:

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

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name: _____
Title: _____
Company: _____
Address: _____
_____
_____
Telephone: _____
Facsimile: _____
E-Mail: _____

13.3.1.3 Courtesy copy to:

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

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

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

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

13.4.2. Exhibit B - CONSULTANTS proposal submittal to the COUNTY for RFQ #PW 41-23.

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

13.6. Compliance with the Law. CONSULTANT shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this AGREEMENT. CONSULTANT acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.

13.7. Waivers and Severability. Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

13.8. Covenants.

13.8.1. The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.

13.8.2. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.

13.9. Lower-Tier Subcontracts. CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.

13.10. Unauthorized Employment. The employment of unauthorized aliens by CONSULTANT and any subcontractors subcontracted by the CONSULTANT is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONSULTANT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13.11. Confidentiality and Public Records.

13.11.1. CONSULTANT warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONSULTANT by the COUNTY, or reviewed or generated by CONSULTANT, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONSULTANT.

13.11.2. Notwithstanding the foregoing, CONSULTANT shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation, including but not limited to, Florida Statutes Chapter 119; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) the COUNTY consents in writing (4) the information is/or becomes part of the public domain through no fault or negligence of CONSULTANT; or (5) CONSULTANT lawfully possessed the information prior to receipt from the COUNTY, provided however, in the event the CONSULTANT shall be so required to disclose any such information pursuant to (1) or (2) above, CONSULTANT shall prior to disclosure, give notice to the COUNTY, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

13.11.3. Public Records. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT's DUTY TO PROVIDE PUBLIC RECORDS RELATING**

TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536. PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us. CONSULTANT must comply with the public records laws, Florida Statute Chapter 119, specifically CONSULTANT must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

13.12. Conflict of Interest. CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.

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

13.14. Order of Precedence. In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.

13.15. Publicity. CONSULTANT shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.

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

13.17. CONSULTANT's Personnel at Construction Site.

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

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

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

SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

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

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

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

14.1.3. **CONSULTANT's Deliverables.** CONSULTANT's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONSULTANT are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

14.1.4. **Legal Assistance.** The Scope of Services in this AGREEMENT does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or

requested of CONSULTANT by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.

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

SECTION 15. AUTHORIZATION FOR EXECUTION

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

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

The COUNTY **Board of County Commissioners of Okaloosa County**	**CONSULTANT** **INSERT CONSULTANT'S NAME**
By: _____ Robert A. "Trey" Goodwin III	By: _____
Title: Chairman	Title: _____
Attested: _____ J.D. Peacock II, Clerk	Witness 1: _____ Witness 2: _____

********** END **********

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2024

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

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

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 7702207699 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** Allied World Assurance Co (U.S.) Inc. 19489 **INSURER C :** New Hampshire Insurance Company 23841 **INSURER D :** Lloyd's of London 85202 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1066917589 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A A	AUTOMOBILE LIABILITY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 10,000							$
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory In NH)						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim Aggregate	$2,000,000 $2,000,000

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

Re: RFQ #PW 81-23; MASTER SERVICES AGREEMENT; David Walthall. The County is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

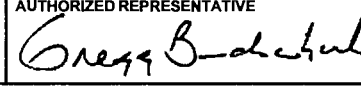
CERTIFICATE HOLDER

Okaloosa County BCC
5479A Old Bethel Road
Crestview FL 32536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 526-81-69

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2018

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

TASK ORDER AGREEMENT FOR CONSULTANT SERVICES
(Master Services Agreement)
Between The Board of County Commissioners of Okaloosa County
And Kimley-Horn and Associates, Inc.
Contract ID: C24-3969-PW

This Agreement made on March 26th , 2024 between the Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Suite 100, Shalimar, Florida 32579, and Kimley-Horn and Associates, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 120 Richard Jackson Blvd, Suite 230, Panama City Beach, FL 32407.

RECITALS

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

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

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

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

SECTION 1. BASIC SERVICES

1.1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ #PW 81-23 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

1.2. **Basic Services**. The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:

1.2.1. All professional services required to complete any public infrastructure project including, but not limited to: engineering studies; surveys; engineering design; architectural and landscape design; geotechnical studies; preparation of plans, specifications, contract documents and cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; contract administration; project completion certifications and as-builts as may be required; presentations to the Board of County Commissioners and the general public; right-of-way identification, appraisal and assistance in acquisitions; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.

1.2.2. The types of public infrastructure projects which may be assigned include: roadway design; minor bridges; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations; solid waste management; utilities (water and wastewater); parks and recreation; facilities management; architectural and landscape design services; and any other type of project for the transportation, recreation, employment, and health and safety of the public which may be under the purview of the Public Works Department or any other County department. Services of the CONSULTANT shall be under the general direction of

CONTRACT: C24-3969-PW
KIMLEY-HORN & ASSOCIATES, INC.
GENERAL ENG. SERVICES FOR PW
EXPIRES:09/30/2027 W/2 1 YR RENEWALS

the County Department Director initiating the work or his or her designee, who shall act as the County's representative during the performance of the scope of services.

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

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

SECTION 2. ADDITIONAL SERVICES

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

SECTION 3. OBLIGATIONS OF THE COUNTY.

3.1. It is agreed that **ce**rtain obligations shall be performed or furnished by the COUNTY. These obligations include:

3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.

3.1.2. Arranging for and holding promptly any required meetings.

3.1.3. Provide boundary and/or topographical surveys of project sites that may be in the possession of the COUNTY.

3.1.4. Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.

3.1.5. Respond within a reasonable time to the CONSULTANT's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONSULTANT.

3.1.6. Giving prompt written notice to the CONSULTANT whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this AGREEMENT.

SECTION 4. OBLIGATIONS OF THE CONSULTANT.

4.1. In addition to the specific scope(s) of service required under each authorized Task Order, CONSULTANT shall be responsible for the following:

4.1.1. CONSULTANT shall designate in writing a person to act as CONSULTANT's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to receive instructions and information from the COUNTY and interpret and define CONSULTANT's policies, specifications, and reports. CONSULTANT shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.

4.1.2. CONSULTANT shall retain complete and accurate analytical and financial records of all work performed pursuant to this AGREEMENT for the longer of (1) the period of five years following completion of services; or (2) the minimum period specified by the Florida Department of State. This record retention period may, upon notice to the CONSULTANT by the COUNTY, be automatically extended during the course of any administrative or judicial action involving the COUNTY regarding matters to which the records are relevant.

4.1.3. CONSULTANT shall maintain books, records, and documents directly pertinent to the performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, Okaloosa County, or their authorized representatives shall have access to such records for audit purposes during the term of this AGREEMENT and for five years following this AGREEMENT's completion.

SECTION 5. Contractor Indemnification and Claims.

5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and CONSULTANT for other contractor's negligence.

5.2. The COUNTY shall require construction contractor(s) to name the COUNTY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.

5.3. **Changes.** The COUNTY may make or approve changes within the Scope of Services. If such changes affect CONSULTANT's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment in writing fully executed by both parties to the AGREEMENT.

5.4. **Indemnification.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28. Florida Statutes, as amended from time to time.

SECTION 6. TIME SCHEDULE

6.1. **Authorization.** Unless otherwise directed by the COUNTY, in writing, the CONSULTANT shall commence the performance of the Basic Services upon execution of the AGREEMENT by both parties which shall constitute Authorization to Proceed.

6.2. **Additional Services.** Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to the AGREEMENT by both parties and shall be completed in accordance with a schedule set forth in the authorization.

SECTION 7. AMOUNT AND METHOD OF PAYMENT

7.1. **Method of Payment.** For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with each authorized Task Order. CONSULTANT will submit invoices for each Task Order to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. CONSULTANT shall submit a progress report with each invoice. Within thirty (30) days of receipt of the invoice, the COUNTY shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within thirty (30) days, only that portion so reasonably contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close all future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.

7.2. **Payment by the COUNTY.** The COUNTY will process payment to the CONSULTANT within twenty-five (25) days after receipt of CONSULTANT's invoice.

7.3. **Compensation.** The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on a lump sum amount basis, or on CONSULTANT's rates, included as Exhibit A, for the actual time worked on the project. Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.

7.3.1. Direct Expenses are those necessary costs and charges incurred for the project as described in the Task Order and further explained in Exhibit A. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance in the specific Task Order. Any and all direct expenses requested by the CONSULTANT shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent written and fully executed Amendment of this AGREEMENT.

7.3.2. Rates to be utilized for the duration of this AGREEMENT are as described in the fee schedule included as Exhibit A. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses, as outlined in Exhibit A.

SECTION 8. CHANGES



8.1. **Written Authorization.** The COUNTY may, at any time, by written fully executed amendment to the AGREEMENT, make changes in the services or work to be performed within the general scope of this AGREEMENT, including alterations, reductions, therein or additions thereto.

8.2. **Equitable Adjustment.** Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in a fully executed written amendment.

SECTION 9. DISPUTES

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

SECTION 10. DELAY OR SUSPENSION OF WORK

10.1. **Convenience of the COUNTY.** The COUNTY may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services for such period of time as the COUNTY may determine to be appropriate for the convenience of the COUNTY.

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

SECTION 11. TERMINATION OF AGREEMENT

11.1. **Written Notice.** This AGREEMENT may be terminated by the COUNTY, without cause or for convenience, with thirty (30) calendar days' written notice. Furthermore, this AGREEMENT may be terminated with written notice for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter.

11.2. **Adjustment for Services Performed.** In the event that this AGREEMENT is terminated by either party, the CONSULTANT shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT or subsequent Amendments , unless otherwise agreed.

11.3. **Termination for non-adherence to Public Records.** This AGREEMENT may be unilaterally canceled by the COUNTY for unlawful refusal by the CONSULTANT to allow public access to all documents, papers, letters, or other material made or received by the CONSULTANT in conjunction with this

AGREEMENT and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Art. 1, Florida Constitution.

SECTION 12. INSURANCE

12.1. GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

12.1.1. The CONSULTANT shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.

12.1.2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class VII in the Best Key Rating Guide published by A.M. Best & Co. Inc.

12.1.3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

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

12.1.5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the CONSULTANT.

12.1.6. The County reserves the right at any time to require the CONSULTANT to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.

12.1.7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor.

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

12.2. WORKERS' COMPENSATION INSURANCE

12.2.1. The CONSULTANT shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the CONSULTANT shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

12.2.2. CONSULTANT must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

12.2.3. No class of employee, including the CONSULTANT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the

Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

12.3. **BUSINESS AUTOMOBILE LIABILITY**

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

12.4. **COMMERCIAL GENERAL LIABILITY INSURANCE**

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

12.4.2. Commercial General Liability coverage shall include the following:

12.4.2.1. Premises & Operations Liability

12.4.2.2. Bodily Injury and Property Damage Liability

12.4.2.3. Independent Contractors Liability

12.4.2.4. Contractual Liability

12.4.2.5. Products and Completed Operations Liability

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

12.5. **PROFESSIONAL LIABILITY and/or ERRORS AND OMMISSIONS LIABILITY**

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

12.6. **INSURANCE LIMITS OF LIABILITY**

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

		LIMIT
1.	Worker's Compensation 1.) State 2.) Employer's Liability	 Statutory $500,000 each accident
2.	Business Automobile	$1M each accident (A combined single limit)
3.	Commercial General Liability	$1M each occurrence for Bodily Injury & Property Damage; $1M each occurrence Products and Completed Operations
4.	Personal and Advertising Injury	$1M each occurrence

5. Professional Liability (E&O) $1M each claim

12.7. NOTICE OF CLAIMS OR LITIGATION

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

12.8. INDEMNIFICATION & HOLD HARMLESS

12.8.1. To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless Okaloosa County its officers, agents, and employees, against any actions, claims, or damages including but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to proportionate extent caused by the negligence or willful misconduct of the CONSULTANT, CONSULTANT's employees, affiliated corporations and subcontractors in connection with Services performed by the Parties further herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28 Florida Statutes, as amended from time to time..

12.9. CERTIFICATE OF INSURANCE

12.9.1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.

12.9.2. The CONSULTANT shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).

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

12.9.4. In the event the contract term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

12.9.5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

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

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

12.9.8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.



12.10. **GENERAL TERMS**

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

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

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

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

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

12.11. **EXCESS/UMBRELLA INSURANCE**

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

SECTION 13. GENERAL PROVISIONS

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

13.3.1. **Representatives.**

13.3.1.1. The authorized representatives of the COUNTY shall be:

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

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name:	David Walthall, P.E.
Title:	Senior Vice President
Company:	Kimley-Horn and Associates, Inc.
Address:	120 Richard Jackson Blvd
	Suite 230
	Panama City Beach, FL 32407
Telephone:	850.553.3510
Facsimile:	N/A
E-Mail:	david.walthall@kimley-horn.com

13.3.1.3 Courtesy copy to:

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

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

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

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

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

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

13.6. **Compliance with the Law**. CONSULTANT shall comply with all applicable federal, state, and local rules and regulations in providing services to the COUNTY under this AGREEMENT. CONSULTANT acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.

13.7. **Waivers and Severability.** Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

13.8. **Covenants.**

13.8.1. The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time and the locale said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.

13.8.2. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.

13.9. **Lower-Tier Subcontracts.** CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.

13.10. **Unauthorized Employment**. The employment of unauthorized aliens by CONSULTANT and any subcontractors subcontracted by the CONSULTANT is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONSULTANT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13.11. **Confidentiality and Public Records.**

13.11.1. CONSULTANT warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONSULTANT by the COUNTY, or reviewed or generated by CONSULTANT, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONSULTANT.

13.11.2. Notwithstanding the foregoing, CONSULTANT shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation, including but not limited to, Florida Statutes Chapter 119; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) the COUNTY consents in writing (4) the information is/or becomes part of the public domain through no fault or negligence of CONSULTANT; or (5) CONSULTANT lawfully possessed the information prior to receipt from the COUNTY, provided however, in the event the CONSULTANT shall be so required to disclose any such information pursuant to (1) or (2) above, CONSULTANT shall prior

to disclosure, give notice to the COUNTY, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

13.11.3. Public Records. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536. PHONE: (850) 689-5977 riskinfo@myokaloosa.com**. CONSULTANT must comply with the public records laws, Florida Statute Chapter 119, specifically CONSULTANT must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

13.12. **Conflict of Interest.** CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.

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

13.14. **Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.

13.15. **Publicity.** CONSULTANT shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.

13.16. **Taxes.** CONSULTANT agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, as it pertains to this AGREEMENT. CONSULTANT further agrees that it shall protect, reimburse, and indemnify the

COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.

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

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

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

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

SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

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

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

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

14.1.3. **CONSULTANT's Deliverables.** CONSULTANT's deliverables, including record drawings, unless noted otherwise, are limited to the sealed and signed electronic copies. Computer-generated drawing files furnished by CONSULTANT are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.

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

SECTION 15. AUTHORIZATION FOR EXECUTION

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

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

The COUNTY **Board of County Commissioners of Okaloosa County**	**Kimley-Horn and Associates, Inc.**
By: _____ (SEAL) Paul Mixon	By: _____ Joseph P. Mecca, PE
Title: Chairman	Title: Senior Vice President
Attested: _____ J.D. Peacock II, Clerk	Witness 1: _____ Witness 2: _____

********** END **********

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

Kimley-Horn and Associates, Inc.

FULLY LOADED HOURLY BILLING RATES		
Classification	**Rate through 9/30/2026**	**Rate for Period 10/1/2026 - 9/30/2027**
Kimley-Horn and Associates, Inc.		
CADD Computer Technician	$ 124.53	$ 136.98
Chief Designer	$ 197.56	$ 217.32
Chief Engineer 1	$ 314.55	$ 346.01
Chief Engineer 2	$ 338.28	$ 372.11
Chief Planner	$ 306.79	$ 337.47
Chief Scientist	$ 250.00	$ 275.00
Engineer 1	$ 176.33	$ 193.96
Engineer 2	$ 229.48	$ 252.43
Engineering Intern	$ 132.23	$ 145.45
Engineering Technician	$ 118.29	$ 130.12
Environmental Specialist	$ 135.00	$ 148.50
Land Planner	$ 160.93	$ 177.02
Landscape Architect	$ 220.59	$ 242.65
Landscape Architect Intern	$ 115.23	$ 126.75
Landscape Designer/Landscape Planner	$ 149.45	$ 164.40
Planner	$ 133.40	$ 146.74
Project Landscape Architect	$ 239.46	$ 263.41
Project Manager 3	$ 315.46	$ 347.01
Secretary/Clerical	$ 125.01	$ 137.51
Senior Designer	$ 173.24	$ 190.56
Senior Engineer 1	$ 271.60	$ 298.76
Senior Engineer 2	$ 292.13	$ 321.34
Senior Engineering Technician	$ 134.75	$ 148.23
Senior Environmental Specialist	$ 204.51	$ 224.96
Senior Landscape Architect	$ 260.00	$ 286.00
Senior Planner	$ 251.58	$ 276.74
DAG Architects, Inc. (Architectural Services)		
Senior Architect - A	$ 275.00	$ 300.00
Senior Architect - B	$ 250.00	$ 275.00
Senior Architect - C	$ 225.00	$ 250.00
Senior Architect - D	$ 200.00	$ 220.00
Senior Architect - E	$ 150.00	$ 165.00
Project Architect	$ 135.00	$ 150.00
Senior Designer	$ 125.00	$ 135.00
Architect/Designer	$ 110.00	$ 125.00
Designer	$ 95.00	$ 110.00
Interior Designer - A	$ 125.00	$ 135.00
Interior Designer - B	$ 85.00	$ 95.00
Graphic Designer	$ 85.00	$ 95.00
Architect Intern	$ 75.00	$ 85.00
Secretary/Clerical - A	$ 80.00	$ 95.00
Secretary/Clerical - B	$ 60.00	$ 70.00
Anchor CEI, Inc. (CEI Services)		
CADD/Computer Technician	$ 119.54	$ 125.52
CEI Assist Contract Support Spec	$ 101.99	$ 107.09
CEI Consultant Engineer	$ 288.92	$ 303.37
CEI Contract Support Specialist	$ 130.96	$ 137.50
CEI Inspector	$ 110.00	$ 115.50
CEI Res Compliance Specialist	$ 99.46	$ 104.43
CEI Secretary/Clerk Typist	$ 86.20	$ 90.51
CEI Senior Inspector	$ 130.00	$ 136.50
CEI Senior Project Engineer	$ 288.34	$ 302.75
Chief Designer	$ 189.66	$ 199.14

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

Kimley-Horn and Associates, Inc.

FULLY LOADED HOURLY BILLING RATES		
Classification	**Rate through 9/30/2026**	**Rate for Period 10/1/2026 - 9/30/2027**
Chief Engineer 1	$ 301.97	$ 317.07
Chief Engineer 2	$ 324.74	$ 340.98
Principal Engineer	$ 344.78	$ 362.02
Engineering Technician	$ 113.54	$ 119.22
Project Architect	$ 263.36	$ 276.53
Project Manager 2	$ 302.04	$ 317.14
Project Manager 3	$ 302.84	$ 317.99
Secretary/Clerical	$ 120.01	$ 126.01
Senior Engineer 1	$ 260.74	$ 273.77
Senior Engineer 2	$ 280.44	$ 294.46
Larry M. Jacobs & Associates, Inc. (Geotechnical Consulting and Testing)		
CADD Computer Technician	$ 88.00	$ 97.00
Chief Engineer 1	$ 232.00	$ 255.00
Chief Scientist	$ 204.00	$ 225.00
Engineer 1	$ 165.00	$ 182.00
Engineering Technician	$ 72.00	$ 79.00
Project Manager 1	$ 143.00	$ 158.00
Senior Engineering Technician	$ 105.00	$ 115.00
Surveying and Mapping, LLC (SAM) (Surveying)		
SUR Aerial Sensor Operator	$ 136.07	$ 143.02
SUR Chief Surveyor	$ 206.75	$ 217.30
SUR Crew Chief	$ 113.72	$ 119.52
SUR Instrument Operator	$ 84.60	$ 88.92
SUR Mobile Survey Analyst 3	$ 136.07	$ 143.02
SUR Mobile Survey Operator	$ 136.07	$ 143.02
SUR Multi Engine Aircraft Pilot	$ 201.70	$ 211.99
SUR Rod Person	$ 72.11	$ 75.79
SUR Secretary/Clerical	$ 80.24	$ 84.34
SUR Senior Surveyor 2	$ 264.19	$ 277.67
SUR Single Engine Aircraft Pilot	$ 201.70	$ 211.99
SUR SUE Technician 3	$ 101.19	$ 106.35
SUR Survey/GIS/SUE Analyst 3	$ 136.07	$ 143.02
SUR Surveyor	$ 184.50	$ 193.92
SUR UAS Operator	$ 136.07	$ 143.02
Senior Utility Coordinator	$ 221.90	$ 233.22
2 Person Survey Crew	$ 198.32	$ 208.44
3 Person Survey Crew	$ 270.43	$ 284.23
2 Person Designating Crew	$ 205.39	$ 215.87
3 Person Designating Crew	$ 277.50	$ 291.65
2 Person Locating Crew	$ 264.19	$ 277.67
3 Person Locating Crew	$ 336.30	$ 353.45

Standard Rates for Direct Expenses
1. The rates above are inclusive of all computer and software use, standard reproduction, vehicle usage, telephone charges and standard (USPS) mailing.
2. Payment for services for special services by subconsultants not listed in Appendix A or other services (e.g., lab testing) shall be made at cost plus a 5% mark-up and shall be defined by the authorizing task order. The fully loaded rates for subconsultants listed in this Exhibit A are not subject to an additional mark-up.
3. Special tools or equipment shall be approved by task order and billed at cost.
4. Lodging & Travel shall be billed at Federal GSA Rates and billed at cost.
5. Special reporduction (board mounts, displays, laminating etc.) shall be billed at actual cost plus 5% for materials and added to the preparation costs (if any).
6. Special shipping and mailings (FEDEX, UPS, or USPS Priority or Registered Mail) shall be billed at cost plus 5%.

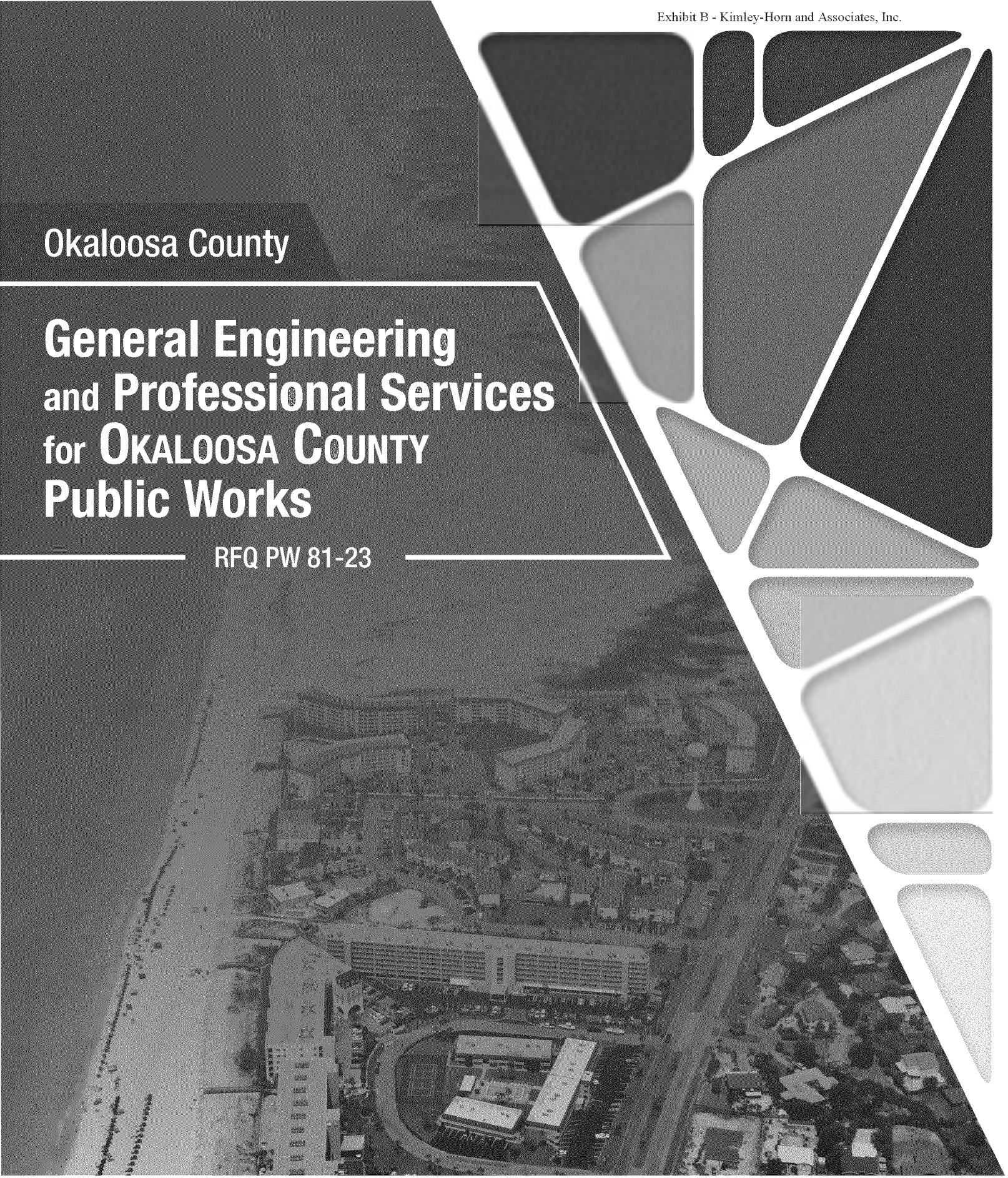
Signature: 

Gary J. Nadeau, P.E., Senior Vice President

Okaloosa County

General Engineering and Professional Services for Okaloosa County Public Works

RFQ PW 81-23



Kimley»Horn

Expect More. Experience Better.

GMOC46048 2023



General Engineering and Professional Services for Okaloosa County Public Works

Okaloosa County

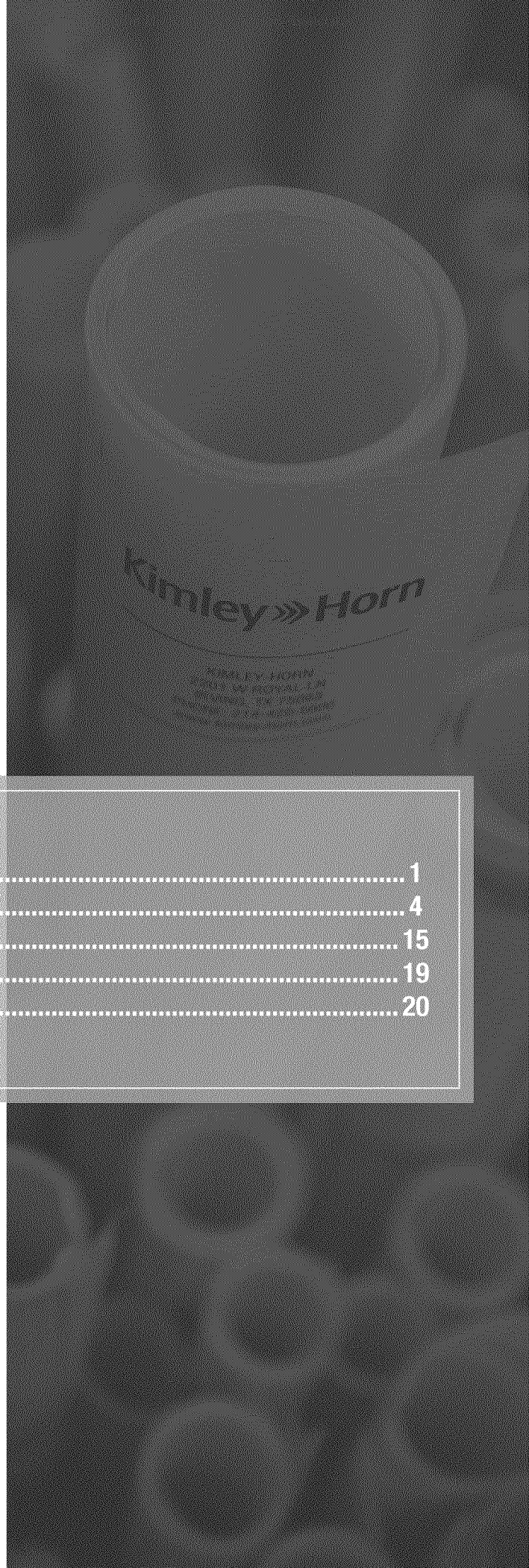


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Kimley»Horn

GMOC460049/2023

1.

LETTER OF INTEREST

1. LETTER OF INTEREST

November 30, 2023

Okaloosa County
Attn: Ms. DeRita Mason, Purchasing Manager
5479A Old Bethel Road
Crestview, FL 32536

Kimley-Horn
120 Richard Jackson Boulevard Suite 230
Panama City Beach, FL 32407

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

Dear Ms. Mason and the Members of the Selection Committee:

Kimley-Horn has no reason to exist except to serve our clients. A statement that was true when declared in 1967, that is still true to this day. It is this understanding of client service that leads to a 90% repeat client business model. On behalf of Kimley-Horn, I am honored to submit our qualifications for General Engineering and Professional Services for Okaloosa County Public Works. Excellent client service is the foundation of our 56 years of success. Okaloosa County deserves a consultant who puts the County's priorities first.



Project Manager/
Lead Point of Contact
Jeff Brittain, P.E.

As your client service manager, I will be your lead point of contact from Kimley-Horn's Panama City Beach office. I will identify, establish, and maintain project goals, scopes, budgets, and schedules consistent with the County's expectations. I will mobilize my project team immediately and expertly coordinate all efforts under this contract. Our team recognizes that these types of contracts require quick action, flexibility, experience, creativity, and innovation—and our company culture aligns with this approach.



Outstanding In-House Resources and Technical Expertise. One of the benefits Kimley-Horn offers the County is our diversified resources and ability to draw from those resources at any time. Our local Panama City Beach office has been established several years and has successfully completed countless projects during that time. This office will be our lead point of contact for this RFQ. Kimley-Horn is not a one-person team but offers the County the best of both worlds—the resources of a large, nationally ranked firm and the personal attention and response of a small, dedicated professional team.

Dedicated and Committed Partners. We are committed to exceeding your expectations and providing exceptional service on this contract. As your project manager, I make a pledge to the County—both individually and on behalf of my project team—to always put the County's best interests first and to provide the highest quality of service and technical expertise. Kimley-Horn is focused on the short-term result and is devoted to establishing a long-term relationship founded on trust, respect, and teamwork. We will partner with you to actively identify and solve critical issues, find reliable and innovative solutions, help ensure responsiveness, and develop cost-effective designs. We look forward to working with you on this opportunity.



Collaborative Approach. We will partner with your staff and community to truly understand the objectives for each project. Our team will coordinate directly with County staff to help ensure the functional components of a project merge with optimal long-term operations. We also recognize the significance of developing creative plans that can be realistically constructed. Consider Kimley-Horn a one-stop shop, as we typically engage our planning, landscape architecture, civil, environmental, and transportation engineering teams to bring your projects to life. Okaloosa County will benefit greatly from our time-tested approach founded upon our integrated range of services, responsiveness, and outstanding communication. We have considerable experience with implementing creative solutions and exceeding the expectations of our clients and local stakeholders.

Kimley-Horn is excited about the prospect of serving Okaloosa County under this contract. Our qualifications demonstrate that our team is the right choice to complete projects from this contract successfully, on schedule, and within budget.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Jeff Brittain, P.E.
Project Manager/Lead Point of Contact

David Walthall, P.E.
Senior Vice President

Note: As currently worded, we believe that the indemnity provision section 12.8.1, of the Draft Task Order Agreement for Consultant Services, is not in compliance with FL Statute 725.08. We would request that the County please considers rewording to conform with the statute. Our firm looks forward to the successful negotiation of this contract in accordance with Florida state statutes.



2.

PAST RECORD

2. PAST RECORD

Kimley-Horn and its subconsultants are proposing to perform all of the services within the fields of work required under this contract.

Experience with Programs Similar in Size. At Kimley-Horn, we pride ourselves on being a successful local government consultant focusing on contracts such as Okaloosa County's RFQ PW 81-23. We have conscientiously served local government clients for decades and look to extend our general engineering local government service for many years to come. For example, in Northwest Florida, we are currently serving, or have served as a consultant in the past, for Okaloosa, Walton, Bay, Escambia, Leon, Gadsen, and Wakulla counties. All of these counties, and many other local governments in Northwest Florida, have been served with our quality deliverables within the schedule and budgets assigned to each project. Kimley-Horn has extensive statewide experience serving local governments and has served many similar local governments including Okaloosa County. In fact, many Kimley-Horn employees are former local government engineers and planners who have been on our clients' side of the table and are familiar with government procedures. We understand one thing very clearly about working with government clients—you are only as good as your professional track record.

Relevant Projects and Accomplishments

STORMWATER DESIGN

Bay County Utility Services Department (BCUS) Water Treatment Plant Stormwater Master Plan Review and Update — **Bay County, FL**

Project services include providing an existing system review, including providing a site visit to review field conditions and evaluating LiDAR data to delineate basins on-site and review off-site drainage patters. The stormwater master plan update includes identifying on-site/off-site drainage basins; updating the existing stormwater master plan ICPR model to incorporate current conditions; coordinating with County staff to identify improvements; updating the existing master plan to depict necessary and BCUS desired improvements; and preparing a preliminary opinion of probable construction costs for the improvements identified in the updated master plan.

Team Members/Roles: Jeff Brittain, P.E., Project Manager; Erin Stewart, P.E., Project Engineer
Standards Governing Project (e.g., Florida Greenbook, FDOT Design Manual, MUTCD, Code of Federal Regulations, Florida Administrative Code, The Applicant's Handbook, Florida Building Code, LEED): Bay County Land Development Code and ERP Requirements (Applicant's Handbook)
Environmental permitting, if any: N/A
Grant funding for the project secured and/or managed by the team, if any: N/A



ROADWAY DESIGN

Walton Way Extension — Holiday Shores, FL

Kimley-Horn provided professional engineering services for the design and permitting for an approximately 1,000-foot, two-lane extension of Walton Way through the north portion of Golf Garden in western Walton County. The project is located on the west end of the Holiday Shore neighborhood. The typical section for this roadway is a two-lane road with a six-foot sidewalk on the west side and a swale on the east side. Kimley-Horn's scope included the following: a. Walton Way construction plans; b. stormwater analysis and environmental permitting; c. opinion of Probable Cost; d. conceptual design of the US 98 Walton Way intersection; and e. project coordination and meetings. There is a floodplain that passes under the roadway. The roadway will serve as a connection between U.S. 98 and the Holiday Shores neighborhood. There may be future plans to modify the area adjacent to the roadway with a passive park.

Team Members/Roles: Cam Snipes, P.E., Project Engineer; Felicity Appel, P.E., Project Engineer; Kelsey Lewis, P.E., Project Engineer
Standards Governing Project: Florida Greenbook, FDOT Design Manual, MUTCD, Florida Administrative Code, The Applicant's Handbook

Environmental Permitting, if any: Environmental Permitting – NWFWMD – Individual Environmental Resource Permit – IND-131-298802-1
Grant Funding, if any: None

ROADWAY DESIGN

North Spooky Lane Roadway Improvements — Santa Rosa Beach, FL

Kimley-Horn provided design, surveying, and permitting services for the paving of this existing county-maintained dirt road. Our services included pavement design, drainage design, permit exemption verification, utility coordination, and the preparation of construction plans and bid documents. Our team produced this project on an expedited schedule.

Team Members/Roles: Chris Hartman, P.E., Project Manager; Cam Snipes, P.E., Project Engineer; Kelsey Lewis, P.E., Project Engineer
Standards Governing Project: FL Greenbook, MUTCD, Walton County Land Development Code

Environmental Permitting, if any: Exempt
Grant Funding, if any: None known



TRAFFIC SAFETY

Watersound Parkway/County Road 30A Intersection Improvement Project Phases I and II — Seacrest, FL

Watersound Parkway at CR 30A has recently been reconstructed to align with Sand Cliffs Drive to the south and is currently a four-way stop-controlled condition. The County intends to implement a signalized intersection at this location to operate with the realignment. During Phase I of the project, Kimley-Horn performed a signal warrant analysis for the intersection, which concluded that a traffic signal is warranted based on existing traffic volumes. Operational analyses were also performed for the intersection, which concluded that an exclusive southbound right-turn lane should be added at the intersection. Additionally, the County has requested the addition of a slip lane from westbound CR 30A to northbound Watersound Parkway to accommodate larger vehicles making a westbound right-turn movement at the intersection. Kimley-Horn will be providing design, permitting services, and bidding assistance for signalization and operational improvements during Phase II. Phase I included traffic analyses and Phase II includes roadway design. Traffic analyses will be required for intersection improvements at Nellie Drive and Chat Holley Road and at the new roadway U.S. 98 as part of the Old Town of Santa Rosa Regional Stormwater Management Facility and Event Venue project. This project was completed under the previous continuing services contract with Walton County. Our team feels that this project is a great representation of a typical traffic and intersection improvements project that would fall under this contract.

Team Members/Roles: Ali Brighton, P.E., Project Manager; Kabeary Prince, P.E., Project Engineer; Richard Barr, AICP, Project Planner; Kelsey Lewis, P.E., Project Engineer
Standards Governing Project: FDOT Standard Plans for Roadway and Bridge Construction, FDOT Design Manual, MUTCD

Environmental Permitting, if any: None
Grant Funding, if any: None

STORMWATER DESIGN

Holiday Shores Stormwater and Pedestrian Improvements, Phases I and II — Miramar Beach, FL

As part of Phase I of this project, Kimley-Horn is preparing drainage and pedestrian improvements plans for the Holiday Shores neighborhood. Phase I includes drainage improvements along Pritchard Road, Forest Shore Drive, and Shore Drive that will outfall to Choctawhatchee Bay. A nutrient-separating baffle box with an upflow filter will be included in the design near the outfall. Pedestrian improvements will consist of an eight-foot-wide asphalt sidewalk along Forest Shore Drive. Drainage improvements currently consist of the addition of stormwater conveyance in the Pritchard Road, Forest Shore, and drainage easement areas. Phase II includes drainage improvements along N. Holiday Road, Shore Drive, Forest Shore Drive, and at Haugen Park. The existing wet pond at Haugen Park will be improved to provide additional water quality benefits, and stormwater conveyance will be added along the roadways.

Team Members/Roles: Kelsey Lewis, Project Manager; Lindsay Slautterback, AICP, Project Planner; Chris Hartman, P.E., Project Engineer; Steven Brighton, Project Environmental Scientist; Cameron Snipes, P.E., Project Engineer
Standards Governing Project: FDOT Specifications for Road and Bridge Construction; FDOT Standard Plans; FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways (Green Book); MUTCD; Environmental Resource Permit Applicants Handbook

Environmental Permitting, if any: Northwest Florida Water Management District General Environmental Resource Permit
Grant Funding, if any: The County (Client) secured grant funding for a portion of this project

3.

FIRM'S QUALIFICATION

3. FIRM'S QUALIFICATION

Project Team

Kimley-Horn has a significant presence in Northwest Florida with a diverse local staff that has expertise in serving communities in the Emerald Coast. With project manager, **Jeff Brittain, P.E.**, leading the team, our core staff is located in Panama City Beach, only 40 miles from Okaloosa County. Being only a short distance away, we can promptly meet on project-related issues within one business day, whether it is at your office or in the field, saving time and money. We will bring a client-focused approach to the County, leveraging our skills and tailoring them to meet your needs.

Principal-In-Charge
Richard Barr, AICP

Project Manager
Jeff Brittain, P.E.

Deputy PM
Erin Stewart, P.E.

QA/QC
Troy Landry, PLA, LEED AP BD+C - LA/MP
George Roland, P.E. - Roadway
Chuck Starling, P.E. - Utility
Seth Schmid, P.E. - Structural

Planning
Ali Palmer
Macy Falcon, AICP, CFM
Lindsay Slautterback, AICP

Landscape Architecture & Master Planning
PM
Shawn Kalbli, PLA (SC)
Deputy PM
Charlie Johnson, PLA
QA/QC
Troy Landry, PLA, LEED AP BD+C

Architecture Services
PM
Levi Wiegand, AIA
*DAG Architects, Inc**

Roadway Design
PM
Kabeary Prince, P.E.
Technical PM
Chris Towne, P.E.
QA/QC
George Roland, P.E.

Stormwater Engineering
PM
Erin Stewart, P.E.
Technical PM
Natalie Zierden, P.E.
Deputy PM
DT Horton, P.E.

Modeling
PM
Kellie Clark, P.E.
Deputy PM
Matt Brosman, P.E., CFM
Alejandro Toural, P.E.

Traffic Intersection Engineering
PM
Vincent Spahr, P.E., RSP1

Safety Review
QA/QC
Michelle Mecca, P.E., RSP1

Marine Engineering
PM
Casey Long, P.E.

Environmental Services
PM
Alec Hoffner
Deputy PM
Steven Brighton

Utility Engineering
Technical PM | QA/QC
Josh Petersen, P.E., (GA)
PM
Brock Jones, P.E.
Deputy PM
Felicity Appel, P.E.
QA/QC
Chuck Starling, P.E.

Structural Engineering
PM
Dwight Dempsey, P.E., S.E.
Deputy PM
Joseph Roberts, P.E.
QA/QC
Seth Schmid, P.E.

Geotechnical
PM
Keith Jacobs, P.E.
*LMJ & Associates Inc**

Mechanical Engineering
PM
Kevin Peterson, EMP, CxA
Alyssa Faircloth
QA/QC
Al LaPera, CxA, LEED AP BD+C, LEED AP O+M, EMP, FWA

Electrical Engineering
PM
Ian Flemings, P.E., LEED GA
Joe Shannon, P.E., LEED GA

Survey & Plat Review
PM
Eric Stuart, PSM
*SAM Surveying and Mapping, LLC**

Construction Engineering & Inspection Services
PM
Elizabeth Moore, P.E.
*Anchor CEI, Inc. (DBE)**

**Subconsultant*

Key Staff



Jeff Brittain, P.E. – *Project Manager and Client Service Manager*

Jeff has more than 25 years of civil engineering design and permitting experience and has 16 years of experience working in the Emerald Coast area. He has a strong background in federal development services stemming from his role as a Contracting Officer's Representative Adviser (CORA) on various projects. His expertise includes permitting experience in Collier, Orange, Seminole, Bay, Walton, and Leon counties; and the cities of Orlando, Sanford, Jacksonville, Port Orange, Panama City Beach, Tallahassee, and through the Florida Department of Transportation (FDOT). Jeff's diverse project experience consists of stormwater design and analysis, roadway design, site design, utility design and analysis, site planning, construction administration, and due diligence studies. He is also familiar with cost estimate preparation, site visits, and construction phase services for large site development projects.



Richard Barr, AICP – *Principal-in-Charge*

Richard has more than 40 years of experience with transportation analysis and project management of multidisciplinary projects throughout Florida and the Southeast, including partnerships between local public agencies, state agencies, special interests, and private developers. He has managed projects involving all aspects of transportation and land use planning including traffic impact analyses (TIAs) for Developments of Regional Impact (DRIs), long-range transportation plans, Project Development and Environment (PD&E) studies, access management studies, corridor studies, impact fee studies, concurrency management systems, comprehensive planning, travel demand modeling, and public involvement. Richard is a recognized leader in Florida regarding growth management issues, including developing public-private partnerships (P3s) and providing input for legislation. He has also developed and provided training to professionals and agency staff in the areas of comprehensive plan review guidelines.



Erin Stewart, P.E. – *Deputy Project Manager; Stormwater Engineering*

Erin has 13 years of civil engineering experience. She specializes in site design from planning through construction, as well as roadway design and stormwater management. Erin has worked on a variety of Department of Defense (DoD) projects including schools, residential developments, warehouses, driver training facilities, entry control facilities, and renovations. She is well versed in UFC, LEED, and EISA requirements. She also has experience with commercial projects.



George Roland, P.E. – *QA/QC*

As a roadway engineer in Kimley-Horn's Jacksonville office, George performs various engineering design assignments, including horizontal and vertical layout of roadways, design of water and sewer lines, and production of schematic designs. He has 27 years of specialized roadway design experience and routinely uses Microstation and AutoCAD land development software.



Chuck Starling, P.E. – *QA/QC*

Chuck has 25 years of experience serving as project manager and project engineer on a variety of utility engineering projects, including pump station design, force main design, condition assessment programs, pump station assessment and rehabilitation, I/I rehabilitation programs, and various treatment plant design/improvement projects. As QA/QC advisor, Chuck will conduct QA/QC reviews at the end of each project phase to help ensure that the project deliverable is not only technically correct, but also consistent with the project's objectives. Chuck will review project deliverables for clarity, accuracy, completeness, and complete scope compliance.



Seth Schmid, P.E. – *QA/QC*

Seth has 28 years of experience in structural, sanitary sewer, potable water, and stormwater systems design and consulting. He has been involved in all aspects of engineering projects from project management and conceptual planning to design, permitting, and construction administration. Some of Seth's more notable projects include the design of a 7,500-square-foot reverse osmosis building, the design of a 40-foot by 80-foot masonry chlorine storage building, and the design of four large ogee weir water control structures.



Troy Landry, PLA, LEED AP BD+C – *QA/QC*

Troy has 31 years of master planning and landscape architecture experience on project throughout the Southeast. He has managed projects from conception through construction observation while helping his clients to achieve their goals. Troy understands the balance between design development and budgetary goals, while also maintaining the vision needed to create a unique environment where people can live and play. With a meticulous attention to detail, Troy specializes in mixed-use and multifamily developments that require significant planning details and amenity design.



Ali Palmer – *Planning*

Ali has more than 19 years of community planning experience in Florida practicing current and long- range planning including policy, comprehensive planning, current planning/zoning, and development. She has wide-ranging experience working with local government, community redevelopment agencies, economic development councils, and private-public partnerships. Ali is a practiced composer of master planning documents including neighborhood plans, special area plans, community redevelopment areas, sector plans, open space plans, overlay plans, downtown development plans, mobility plans, and post-disaster plans.



Shawn Kalbli, PLA (SC) – *Landscape Architecture and Master Planning*

Shawn is specialized in providing master planning and landscape architecture services for institutional facilities for the past 25 years. His expertise bridges all phases of design, from conceptual planning and feasibility studies, schematic design, design development, construction documentation, cost estimating, and construction administration with a primary focus on projects in coastal regions throughout the southeastern United States. He has provided planning and design services for institutional and higher education facilities, urban mixed-use developments, large-scale master planned communities, resorts, multi-family properties, municipalities, and corridor development projects.



Kabeary Prince, P.E. – *Roadway Design*

Kabeary has more than nine years of design experience, working in both urban and rural settings. She has practical experience on a variety of project types ranging from new location roadway, roadway widenings, intersection improvements and roundabouts, stormwater improvements, traffic calming, road diets and streetscapes, cycle tracks, and multi-use trails. She has led the design for projects, from concept reports through preliminary plans, and right-of-way and construction documents. Kabeary's experience includes clients and permitting agencies such as the Gwinnett County DOT, the Cobb County DOT, the Atlanta BeltLine, Georgia DOT, and numerous local governments and Community Improvement Districts (CIDs). She has successfully coordinated complex, multidisciplinary projects consisting of both internal and external teams.



Kellie Clarke, P.E. – *Stormwater Modeling*

Kellie is a registered professional engineer with 14 years of water resources engineering experience. She has provided project management, GIS, modeling, design, and permitting services for wetland restoration projects, regional stormwater treatment facility projects, and stormwater retrofit projects, as well as watershed management programs ranging from less than 15 square miles to over 800 square miles. She has spent her entire career serving municipalities throughout the State of Florida, completing projects in more than a dozen counties statewide. Kellie has special expertise with leveraging GIS to develop watershed management programs, hydrologic and hydraulic models, and water resources master plans. Her project experience includes stormwater master planning, infrastructure inventory and data management, water quality assessment, public outreach, and design and permitting. Kellie's impact on the surface water community in Florida is evident by her role as 2021 President for the Florida Section of the AWRA.



Vincent Spahr, P.E., RSP1 – *Traffic Intersection Engineering*

With more than 11 years of experience, Vincent has managed and assisted with traffic analyses for urban and rural highway projects. He has analyzed crash reports and traffic volumes and created exhibits to summarize the safety and operational performance of existing and proposed intersections. Vincent's software experience includes MicroStation, SIDRA, Synchro, and AutoCAD.



Michelle Mecca, P.E., RSP1 – *Safety Review*

Michelle's 30 years of experience includes traffic engineering studies, transportation planning studies, and traffic impact analyses, as well as the preparation of designs and construction plans for signalization, signal systems, signing, and pavement marking. Michelle contributes to a variety of Kimley-Horn projects, including environmental/corridor studies, environmental documentation, and air quality/noise analysis models.



Casey Long, P.E. – *Marine Engineering*

Casey has 27 years of varying civil and structural engineering experience on infrastructure improvement projects in Florida, Texas, Virginia, and the Caribbean. He has significant experience with marine structure (seawalls, bulkheads, piers, buoys, fenders, and bollards), and has served a diverse set of clientele over the course of his career. During his time at Kimley-Horn, Casey has led the following projects: the Mercy Hospital Seawall and Loading Dock Replacement in Miami, the Port of Palm Beach - Berth 1 Bulkhead Replacement in Riviera Beach, and the Village of Wellington Sports Park.



Alec Hoffner – *Environmental Services*

Alec is an environmental scientist in Kimley-Horn's Tallahassee office with 28 years of experience. He has worked extensively with landowners to resolve environmental concerns and is familiar with permitting at the local, state, and federal levels. His project experience includes wetland delineations and mitigation on large tracts of land, as well as surveys for scrub jays, gopher tortoises, and other threatened and endangered wildlife. Alec has a broad client base and is a trusted advisor for many local and national developers. His experience has taken him across the State of Florida, with clients based in Manatee, Hillsborough, and Sarasota counties; Central Florida; the Everglades; and the Panhandle. Alec is both a Certified Stormwater Erosion and Sediment Control Inspector and a Professional Mangrove Trimmer.

Josh Petersen, P.E. (GA) – *Utility Engineering*



Josh is a senior project manager with 21 years of progressive professional engineering experience providing planning, design, permitting, and construction administration services for a variety of civil and environmental projects in the private and public sectors. His broad range of experience includes water/wastewater treatment plant upgrades, gravity sewer extensions, pump stations, water main extensions, elevated water tanks, infrastructure rehabilitation, hydraulic modeling, and developing web-based GIS applications. Josh has served as a design leader and/or project manager for projects with budgets ranging from $10,000 to over $300 million.

Dwight Dempsey, P.E., S.E. – *Structural Engineering*



Dwight has more than 20 years of major/complex concrete bridge project experience, including preliminary/final design and on-site construction support on projects totaling over $2 billion in construction. His work experience includes the preliminary and/or final design of six stay cable bridges in addition to serving as an on-site project engineer during the construction of the I-35W Replacement Bridge and South Norfolk Jordan Bridge.

Kevin Peterson, EMP, CxA – *Mechanical Engineering*



Kevin brings 17 years of experience in mechanical design and commissioning experience. He has worked on a wide range of projects and building types including multifamily and luxury high-rise residential, commercial spaces, educational facilities (K-12 and higher education), stadiums and venues, airports, and large central energy plant systems. For the last seven years, while still designing HVAC systems, Kevin has utilized his understanding of mechanical systems design and building controls to focus on performing energy services such as commissioning, energy auditing, sustainability, and conceptual green building design.

Ian Flemings, P.E., LEED GA – *Electrical Engineering*



Ian brings more than 15 years of total industry experience, beginning as an electrician and advancing to electrical design engineer. He has experience building and providing design for a wide variety of projects and building types, with specialized expertise in power distribution systems, standby power systems, lighting controls and photometrics, short-circuit analysis, and selective coordination. Ian's hands-on electrical experience gives him a unique understanding of the challenges and implementation realities of both new construction and renovation projects, and how to effectively mitigate through high-quality design.

Keith Jacobs, P.E. – *Geotechnical; LMJ & Associates, Inc.*



Keith has 20 years of experience in geotechnical engineering, advanced education in both business administration and civil engineering, and an unrelenting desire to solve problems. As the Principal Geotechnical engineer for Larry M. Jacobs and Associates, Inc., Keith's experience includes analysis and design of shallow and deep foundations, flexible and rigid pavement, stormwater systems, retaining walls, sheet pile walls and bulkheads, earth dams, groundwater seepage, preloading, pile driving analysis, wave equation, augercast piles, post grouted drilled shafts, pile static and dynamic load testing (PDA), settlement analysis, slope stability analysis, earthborn vibration characteristics and vibration analysis, evaluating settled structures and failed pavements and slopes, special inspections of reinforced concrete/steel/masonry, and value engineering.

Levi Wiegand, AIA – *Architecture Services; DAG Architects, Inc.*



Levi serves as a Design Architect and Project Manager at DAG Architects. Often thought of as one with a good eye for design, Levi is a dependable leader with a keen understanding for the project's overall goals as envisioned by the client. With an underlying philosophy that the quality of a project is a direct result of the quality of the design team, Levi strives to push for excellence throughout every aspect of the project. As a result, several of Levi's projects have been recognized by his peers for excellence in design and delivery.

Eric Stuart, PSM – *Survey & Plat Review; SAM Surveying and Mapping, LLC*



Eric is a licensed Professional Surveyor and Mapper with experience since 1999 in a wide variety of public and private sector projects ranging from small mortgage surveys and construction stakeout projects to major roadway design and land development projects. He is qualified in the preparation of legal descriptions and sketches, boundary surveys, topographic surveys, mean high water line surveys, as-built surveys, geodetic control surveys, specific purpose surveys, photogrammetric and LiDAR projects, and has served as expert witness and testified for court cases. Eric has also been a continuing education instructor for the Florida Surveying and Mapping Society and a guest lecturer at the Troy University Geomatics Program. He is presently located in the Crestview location and serves as the Operations Manager for Florida.

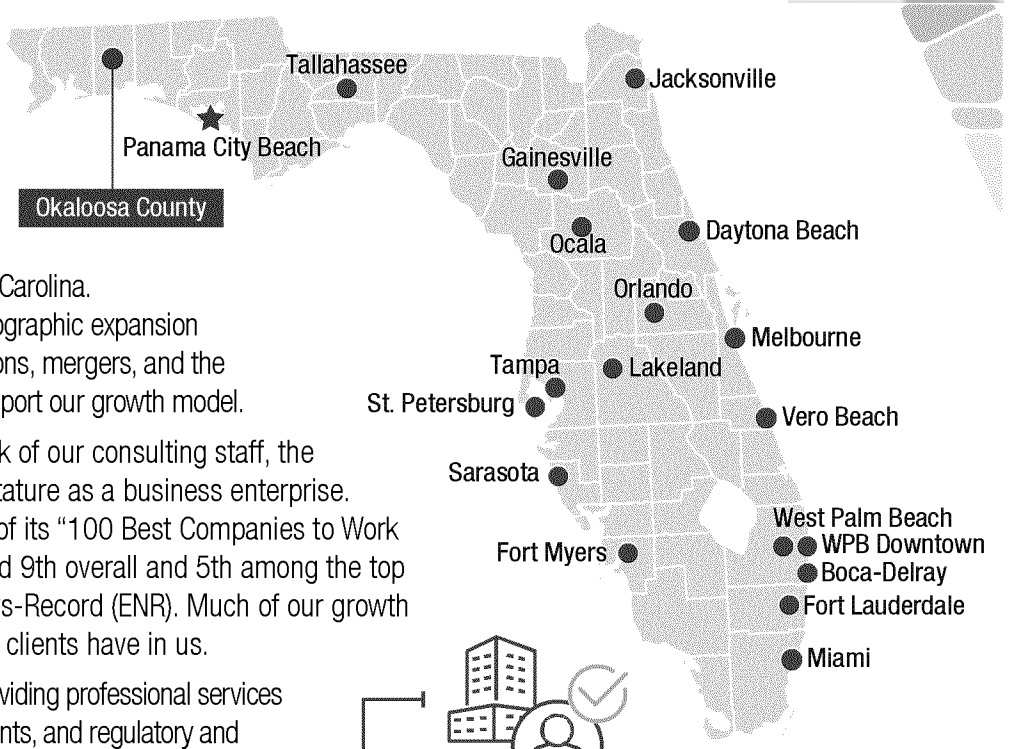
Elizabeth Moore, P.E. – *Construction Engineering & Inspection Services; Anchor CEI, Inc. (DBE)*



Elizabeth began her career as the City Engineer for the City of Callaway (1995-1997). From 1997 to 1998, she returned to the University of Florida to obtain her Construction Management master's degree. From 1998 through 2004, Elizabeth worked for Baskerville-Donovan, Inc., a Northwest Florida engineering firm where she managed multiple civil engineering projects. From 2004 to 2015, she worked as a Project Manager for Preble-Rish, Inc. (PRI) in Panama City and was promoted to the Regional Manager for the Bay County Area. In 2015, Elizabeth and Brittany Trumbull founded Anchor CEI, Inc. Elizabeth's experience includes minor roadway design, utility design, regulatory permitting, traffic analysis, stormwater system design/master planning, water and wastewater design, master planning, grant writing construction administration, and engineering services during construction/inspection services.

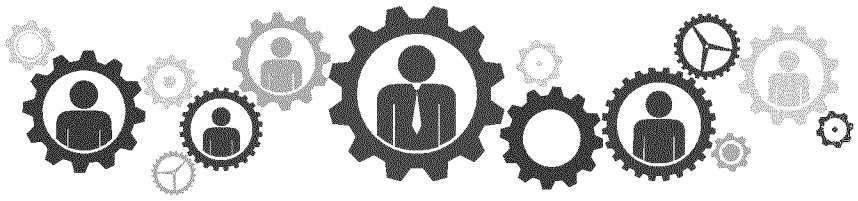
Reputation and Competence / Firm Qualifications and Capabilities

Kimley-Horn is a full-service, multidisciplinary consulting firm offering a broad range of planning, engineering, landscape architecture, and environmental services to public- and private-sector clients across the nation. We were founded in 1967 as a three-person transportation planning and traffic engineering firm in Raleigh, North Carolina. Further diversification of our services and geographic expansion followed over the years through key acquisitions, mergers, and the identification of market opportunities that support our growth model.



We are recognized for the outstanding work of our consulting staff, the quality of our work environment, and our stature as a business enterprise. In 2023, Fortune named Kimley-Horn one of its "100 Best Companies to Work For" for the 16th time. We were also ranked 9th overall and 5th among the top 100 pure design firms by Engineering News-Record (ENR). Much of our growth extends from the confidence and trust that clients have in us.

Kimley-Horn has 56 years of experience in providing professional services including roadway and stormwater improvements, and regulatory and grant work. Kimley-Horn is now one of the largest and fastest growing, full-service consulting firms in Florida. Our permanent staff includes over 7,250 professional, technical, and support staff in more than 110 offices nationwide—1,500 employees in 20 offices across Florida.



7,250 *Professionals Nationwide*

1,500 *Employees in Florida*

20 *Offices in Florida*

110 *Offices Nationwide*

Today, we are a fully integrated consulting firm offering a variety of in-house professional general engineering services, such as:

- Roadway design
- Bridge design/inspection
- Signal system study/design
- Transportation planning and traffic engineering
- Stormwater/drainage design
- Erosion control
- Coastal management
- Environmental investigations
- Environmental services/permitting
- Solid waste management
- Utility (water and wastewater)
- Parks and recreation
- Facilities management
- Civil engineering design
- Landscape architecture/streetscape design
- Pavement marking and signing
- Maintenance of traffic plans (MOT)
- Corridor studies and planning
- Data collection, evaluation, and analysis
- Site planning/master planning
- Survey and mapping
- Public involvement programs
- Agency coordination and liaison
- Grant funding assistance
- Construction administration/ coordination
- Structural engineering

Plans and Specification Compliance. Kimley-Horn is well qualified to provide any level of construction phase administration services for Okaloosa County. We take pride in designing "buildable" plans, and our knowledge of construction issues and costs is demonstrated by the firm's outstanding record of on-time and on-budget completions. We provide construction phase services on the majority of our development projects, including: cost estimating and pre-bid services, providing a full- or part-time construction observation representative, reviewing monthly pay estimates, evaluating equipment delivered compared to shop drawings, coordinating punch list observations, and coordinating materials testing.

Our experience can be used to review plans and specifications to identify constructability issues early on in the process. Then, affordable adjustments can be made to maintain steady progress and avoid stop-work situations. The key to successful Construction, Engineering, and Inspection (CEI) services is having the right people in the field that are knowledgeable in the work being performed. It is not only important for them to know how and why specific improvements are built and any variations in methods of construction, but they must form a trusting relationship with the contractor as the County's agent. This is critical to help ensure there is one team in the field with a unified purpose of completing the job at hand. Accurate and consistent record keeping and regular communication with County staff will help ensure you know the project is on schedule and that the County is getting the expected results.

Availability of Adequate Personnel. One of the benefits Kimley-Horn offers is our diversified resources and ability to draw from those resources at any time. Your project manager, Jeff Brittain, P.E., is empowered to call upon any resources you may need, and can assure you that, if required, additional technical expertise is only a phone call away. With more than 1,500 staff across Florida alone, we have the necessary professional personnel available and ready to perform any task under this contract.

Capacity to Perform Future Work. Kimley-Horn is very progressive when it comes to understanding our current workload and our capacity to take on additional work without impacting our availability to clients. We know the importance of meeting our clients' deadlines and we take the necessary steps so we can confidently commit to meeting yours. Our proactive management process helps to ensure the availability of firm-wide and Florida-based resources for project staffing requirements through a proprietary program maintained on our computer network called "castaheads." The castaheads process makes sure that sufficient staff and hours are available to meet project schedules and helps ensure that we are able to perform future work.

Technical Education and Training

Kimley-Horn's culture emphasizes providing an environment for our employees to flourish—this includes offering a vast array of resources to assist in furthering career development. In addition to training videos and software training, Kimley-Horn has developed full discipline-specific technical training programs ranging from Land Development, Roadway, TPTO/Transportation, and Water Utilities. Our firm culture also prioritizes the development and fostering of leaders with strong client and people management skills; most notably, we have developed non-technical training programs centered around Kimley-Horn's core values and management practices. These programs are structured for all levels of Kimley-Horn staff, from our entry-level employees to senior staff, and consist of multiple full-day educational sessions based on topics such as the Fundamentals of Consulting, Firm Culture and Philosophy, Developing Others, Professional Liability, and Pricing and Negotiations.

One Production Center Mentality

Kimley-Horn's structure is based on a one production center mentality. This allows us to efficiently utilize resources between offices and allocate resources as required without impacting schedules and clients. This enhanced collaboration and sharing of experience leads to increased productivity, accurate program development through peer review, enhanced creativity, and higher-quality deliverables. Most importantly, there is team continuity and inherent back-up of all key personnel.

In addition to these programs, Kimley-Horn offers financial assistance for further education in the form of tuition reimbursement, as well as reimbursement for technical certification training courses and exams, such as the P.E. license, or professional organization memberships. Investing in our employees is of the upmost importance and crucial to the firm's lasting success.

Experience on Projects

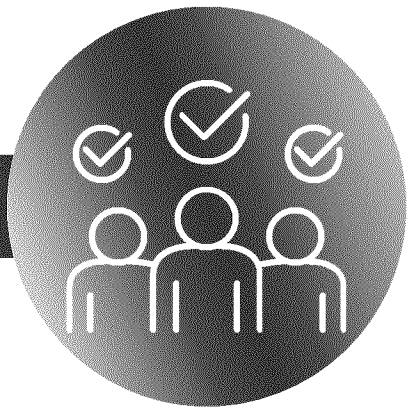
Kimley-Horn provides services for a wide variety of public and private clients throughout Florida and the United States. Throughout our 56-year history, we have served numerous local governments in Florida and are proud of the role we place in shaping the development of the Sunshine State's communities. A hallmark of our services to clients is our ability to provide a full range of services for a multitude of project types. Our multidisciplinary team can take your projects from inception to implementation—all while keeping your initial project goals at the forefront of each step of the process.

Ability to Provide Multidisciplinary Services for General Consulting Services



General consulting services contracts require a different approach from typical project-specific contracts. Each task assigned under this type of contract will require an individualized approach that includes the various disciplines necessary to complete the assignment. At Kimley-Horn, the overall approach for a task begins with an initial scoping meeting, the development of a fee proposal, and a clear understanding of expectations and deliverables. Upon notice to proceed, we can draw from a multitude of disciplines and resources to identify the appropriate staff to complete each assignment—whether the task is relatively minor, requiring only a few people in a single discipline, or a complicated task requiring numerous people and multiple disciplines.

Kimley-Horn has a distinguished history of being a successful consultant to local government clients, including the cities of Fort Walton Beach, Crestview, and Mary Esther, as well as Bay, Wakulla and Walton counties. Our success is due to a combination of effective project management, strong technical expertise, and a steadfast quality control (QC) program.



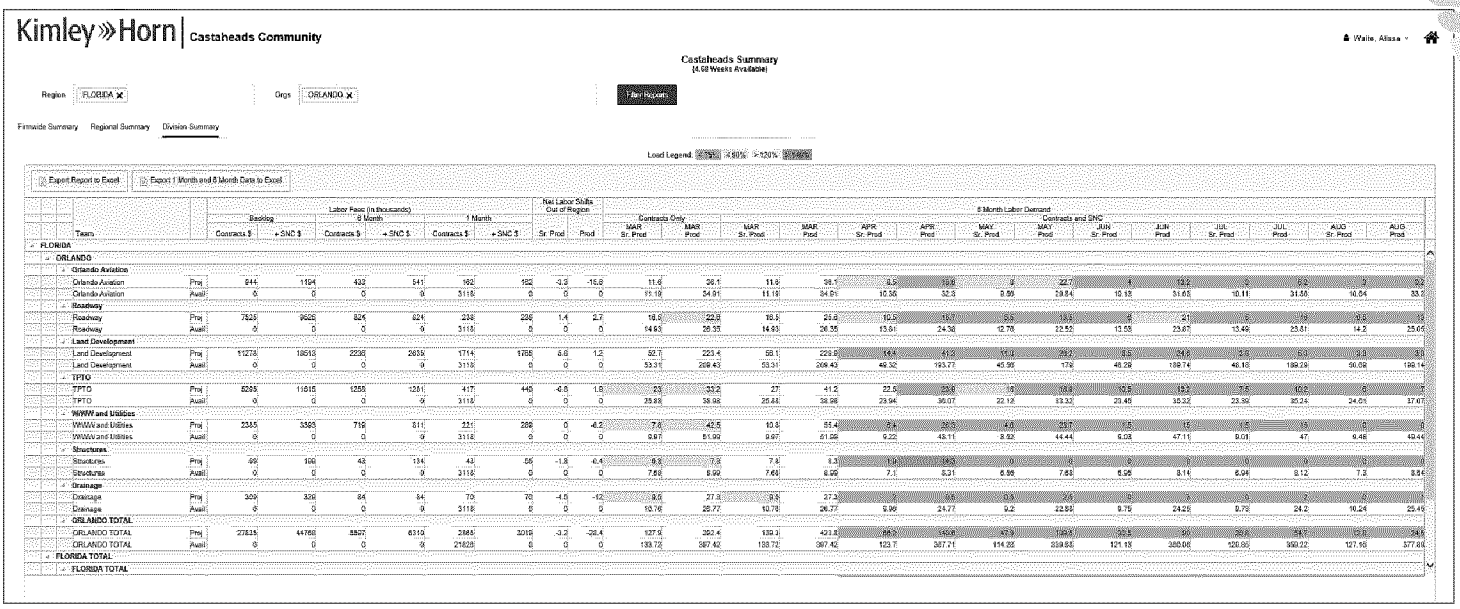
Availability of Adequate Personnel, Equipment and Facilities

As a firm, we are accustomed to managing multiple projects that are in different stages of development. Our project managers use a process call "castaheads" to forecast workload over a six-month period that identifies work overloads and/or shortfalls for each office and discipline. Every Kimley-Horn project is included in this weekly process to make sure projects are staying on track. We are also able to shift resources from one office to another. Unlike many large firms which must conduct an internal business transaction to shift resources, Kimley-Horn operates as one profit center. Our business practices are focused on the needs of our clients. This approach benefits you by making it easy for us to bring in the best expertise available in the firm directly to work on your projects as necessary or to bring in extra help to meet a tight deadline.

Availability of Equipment and Facilities

Kimley-Horn will be performing all services for Okaloosa County from our well-staffed Panama City Beach office, located at 120 Richard Jackson Blvd #230, Panama City Beach, FL 32407. While most of our key staff and subconsultants are based in Panama City Beach, our project team includes some professionals that are normally in other Florida locations. All team members and will be readily available as needed in the County.

All of Kimley-Horn's offices are networked via secure high-speed internet lines. There will be no delays regarding the start-up or production of any task assigned to our team under this contract. Turnaround time for any written response depends on the task and the level of research required for a response. We recognize responding to your needs is critical to the success of the projects. At all times we will provide our services as expeditiously as practicable, with response times that we know will meet and exceed your expectations.



Extent of Repeat Business

Since our founding in 1967, Kimley-Horn remains the nation's leading interdisciplinary planning and design consultant. More than 90% of our work is for repeat client/partners—a benchmark for any industry to aspire to. Our creative expertise is coupled with an overt bias for integrating high-level design and detail with an understanding of future facility operations. We are intentional about delivering results that consistently meet and exceed expectations and withstand the test of time.

Cost Estimates by Firm to Actual Cost on Previous Projects

Throughout the future project, we will constantly reassess the anticipated construction cost to help ensure we stay within the project budget. Given the current rapid increase in construction costs, it is crucial to regularly update our estimates during the design phase. To accomplish this, Kimley-Horn relies on readily accessible construction cost guides which encompass recent bids and public sector projects similar in scope. Additionally, we actively engage in discussions with site work contractors to secure accurate cost input for any distinctive elements or phased construction challenges that may arise.

Cost Control

The Kimley-Horn team has consistently demonstrated a stellar track record with successfully delivering projects within or very near the established budgets. This achievement stems from our unwavering dedication to cost control, a comprehensive understanding of the project scope, and the seamless integration of this understanding into our meticulously crafted project design drawings. We employ two highly effective cost-control measures, namely, fostering transparent and open lines of communication and handpicking seasoned professionals for the job. We have a longstanding belief that success in projects arises from a collaborative team effort and robust communication, rather than an adversarial relationship. While cost overruns can originate from various sources, it is crucial to acknowledge that the consultant wields the most influence over construction plans and specifications.

The Kimley-Horn team places great importance on creating meticulous and comprehensive drawings and contract documents. These documents serve as a visual representation of the desired outcome and also outline the roles and responsibilities of all parties involved in the construction contract. In instances where the project's cost estimate exceeds the allotted budget, Kimley-Horn adopts a proactive approach by collaborating with the design team. Together, we will explore potential avenues to reduce costs without compromising the project's overall integrity.

Experience and Expertise in Design and Modeling Software

Kimley-Horn has the staff resources and modeling tools necessary for the successful completion of this project. Below is in-depth information regarding our design and modeling software capabilities.

Stormwater Modeling

What separates Kimley-Horn from other engineering firms is our specialized experience in the application of flood control and stormwater management and the number of staff trained in these fields. Our technical expertise in flood control and stormwater management spans a range from watershed hydrology and floodplain hydraulics to sediment transport, to bridge scour and two-dimensional flow. Our knowledge of hydraulic standard approaches, methods, procedures, and FEMA floodplain study requirements provides an exceptional combination of floodplain management, floodplain modeling, and hydraulic expertise to our clients.

Kimley-Horn's extensive library of stormwater modeling software includes:

- ADICPR
- Aquiferwin 32
- CulvertMaster
- FlowMaster
- Groundwater Vistas
- ICPR
- HEC-1
- HEC-2
- HEC-HMS
- HEC-RAS
- HY-8
- Hydraflow
- HydroCAD
- MOC
- MODFLOW
- MODPATH
- MODRET
- PondPack
- QuickFlow
- SWMM
- RT3D
- WinTrans
- xpSWMM

Our engineers and scientists can expertly build and calibrate a model to help you:

- Determine normal and peak system demands
- Plan for stormwater management in normal and emergency situations
- Optimize system operations to minimize capital expenditures

AutoCAD and Geographic Information Systems (GIS)

The Kimley-Horn team uses several computer-aided design software packages to meet the need of our clients including AutoCAD, Civil 3D, ArcGIS, and ArcServer. We complete our project deliverables using the applicable software and supply both electronic and hard-copy products to our clients on a routine basis. We provide an extensive variety of stormwater engineering for projects ranging from small stormwater management facility databases to large-scale designs, and full-service infrastructure assessments complete with GPS location and asset management. Our team also has strong project management skills developed from the successful administration of numerous general consulting services contracts including the cities of Fort Walton Beach, Crestview, and Mary Ester, and the counties of Bay, Walton, and Wakulla.

3D Modeling, Conflict Analysis, and Visualization

Kimley-Horn uses AutoCAD Civil 3D software for site and infrastructure design and modeling. Civil 3D models existing topography, proposed grading, and sanitary sewer and storm drainage piping. This allows us to accurately determine earthwork quantities and analyze potential pipe conflicts before they are realized during construction.

Kimley-Horn uses SketchUp in all phases of a project, as both a graphic and design tool. Google SketchUp is a 3D modeling software that quickly brings 2D designs to life. It is used to graphically communicate our ideas and designs to our clients in an attractive and compelling way. We have helped countless disciplines across multiple industries to communicate and refine their ideas and designs. Our staff's goal is to raise the bar with our 3D visualization services and become a leader in providing these services for our partners and clients.

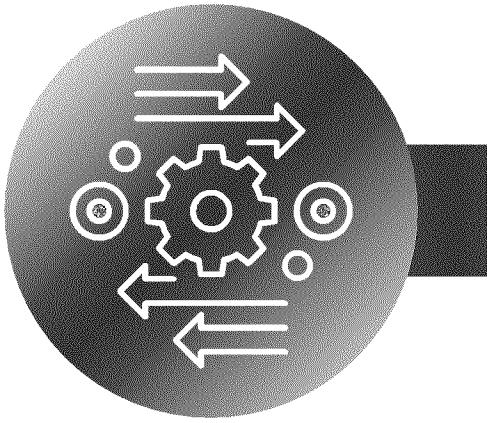
3D visualization, including before-and-after streetscape improvement concepts, is a must during the public involvement and consensus-building phases of any project. The best way to put it is a picture is worth a thousand words. Not only is a 3D representation a great way to get people excited about a project, but it is also an innovative way to solve potential design conflicts throughout the life cycle of the project.

4.

PROPOSED PROJECT EXECUTION STRATEGY

4. PROPOSED PROJECT EXECUTION STRATEGY

Kimley-Horn understands that Okaloosa County is seeking a consultant to deliver a wide range of services on its projects. While the nuances of each project will vary, Kimley-Horn's standard approach will apply to all projects that may arise as part of this contract. Kimley-Horn uses a project management system that benefits our clients and keeps our efforts focused on client service and company objectives. Clients expect consultants to be able to manage projects effectively and expeditiously so our project managers attend focused, ongoing, internal training sessions to improve their project management skills and to identify ways of more efficiently serving our clients.



Project managers use our internal management information system (MIS) to monitor the progress of projects on a bi-weekly basis; the MIS includes automated budget tracking to allow firmer fiscal control over all tasks, and it helps busy project managers maintain control of schedule, budget, and expenses. Each project's work plan and specific details are entered into the MIS, including expenses and labor; the system can then provide an up-to-date status report on each project twice a month. This monitoring capability helps project managers evaluate a project's workload requirements and develop effort estimates for each member of the team (and our entire firm).

We document a six-month workload forecast for all technical and professional staff members, which allows us to be sure that resources and workload balance at all times. This task is so important that Kimley-Horn employs five people whose efforts are 100% dedicated to making sure that the delicate balance between people and projects is maintained. Another company wide practice that benefits each project is our Continuous Quality Improvement (CQI) program; project managers and staff members are rewarded for accomplishing tasks that help improve client service—which might entail anything from creating a project distribution list or other incremental tasks to updating a major technical manual.

As mentioned above, we recognize that each project is different and requires individualized attention, but our basic plan for managing projects provides a general structure that has demonstrated repeated success and that we can tailor to the needs of each project.



Standard Approach to Select Projects

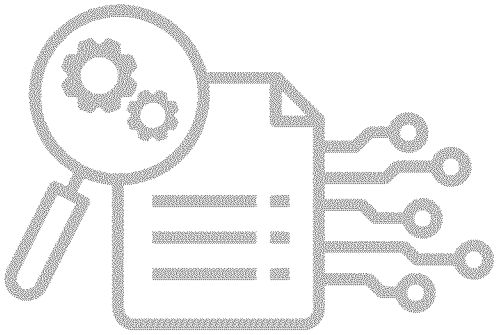
Constructing the selected design in an efficient and timely matter, consistent with public expectations, is the last stage of successful project implementation. Excellent final design, accurate bid documents, and management of construction are important factors for a successful, cost-effective project. Continued effective project performance is based on sustainable design. Projects must be designed with the users in mind. Our ability to focus on providing access to County residents and business owners to their property during the construction of the improvements is an important consideration.

The following typical project sequence demonstrates how these key components will be incorporated into our project management approach for the County. We have developed a sample design project sequence that illustrates critical tasks and milestones. In general, there are three phases to successfully complete any project assigned under this contract in a timely fashion with a focus on cost control: Preliminary Design, Final Design Phase, and Construction Phase.

1. Preliminary Design

It is during this phase that the problem is clearly defined, improvement objectives are set, and a feasible solution is developed. Our team will collect the data necessary to analyze the situation. An analysis will then be performed, and alternatives evaluated. Evaluation will include comparison of the degree to which each alternative meets the objective, cost analysis, permitability, and constructability.

Initial discussions with permitting agencies are critical at this time. The public can also be informed of the proposed project and the preferred solution. Cost implications and potential funding must also be considered during this phase. Scheduling milestone reviews with County staff will be one means by which the Kimley-Horn team will track and monitor project progress.



Milestones in the Preliminary Design Phase include:

- A kick-off meeting to set project objectives, scope, schedule, and team communication
  - A detailed project work plan will be developed for each assignment. This will be provided in the form of a formal and detailed scope of services with a description of tasks, assigned staff, deliverables, schedule milestones, internal quality reviews, client meetings, presentations, external client reviews, and deliverables. This will be coordinated with and accompanied by a task and staff-based level of effort (by hours) fee estimate, and a task plan. The combined work plan will be reviewed with Okaloosa County to assure complete understanding of the services, budget, schedule, and deliverables prior to authorization to proceed.
- A review of analytical results for the existing conditions to help ensure clear understanding of the problem and to begin developing alternatives
- When appropriate, a public meeting can be scheduled to present the results of the analysis, the alternative solutions, funding opportunities, and to obtain input

2. Final Design Phase

At this point, a preferred design has been selected. The Kimley-Horn team will prepare complete construction documents suitable for competitive bidding. Kimley-Horn has assisted the County in developing contract documents on numerous successful projects. Probable construction costs will be updated as the project details are developed. Pre-application meetings will be held with review agencies and permit applications will be prepared and submitted.

Milestones during the Final Design Phase include:

- A kickoff meeting to authorize the start of final design, confirmation of project scope, objectives, and schedule
- Design reviews at completion of 30%, 60%, and 90% plans
- A public meeting to present the project design, updates, schedule, and funding plan
- Permit applications

Access plans for adjacent properties and maintenance of traffic issues will be considered. If available, applications for grants can be submitted again, this time for the construction phase.

3. Construction Phase

The final step will be to build the project. Kimley-Horn will provide bidding services and will administer the construction contract. Using us to provide resident project services during construction has helped protect the County against defects in materials or workmanship in the construction. Kimley-Horn understands what Okaloosa County requires to successfully close-out projects to resident satisfaction.

Milestones during this phase include:

- Advertisement of the construction project
- Notice to proceed with construction
- Contract administration
- On-site observation
- Certification that construction is complete and in compliance with the plans and specifications

Anticipating Problems and Approaching Solutions

On-call contracts require a different approach from typical project-specific contracts. For the projects anticipated to develop from this contract, the County project manager's approach will be specific based on the necessary disciplines required to complete the assignment effectively. At Kimley-Horn, we understand that responsiveness is of the upmost importance. Kimley-Horn recognizes that strong project management techniques are necessary to successfully complete all the County's projects. Our standard management practices are outlined in a formal manual published by the firm entitled, Project Manager's Manual. This document clearly establishes the firm's policy, which requires the project manager to prepare a detailed work plan and management plan for each project, no matter the scale or complexity of the project. This includes a plan for controlling and directing all elements of the project, including schedule and budget.

Controlling Construction Costs

We use several techniques in controlling construction costs on improvement projects. The most significant techniques include:

Value Engineering Design

- During the design of critical project features, we will assess the cost of various options and make recommendations to the County as to the most cost-effective option available
- We will continuously scrutinize the proposed design during the process and, in particular, during our QA/QC reviews, to identify cost savings opportunities that should be considered during design
- In many instances, communication with the County is another effective approach to controlling construction costs
    - County staff has significant practical experience regarding what works well in the County, and by establishing a strong partnership we can more closely work together to address construction cost escalation

Construction Cost Estimating

- We will closely monitor construction costs at each phase submittal and anytime significant changes occur to the project that may influence overall construction cost
- We will prepare a detailed opinion of probable construction cost (OPC), typically at each milestone submittal, and will utilize recently bid projects to determine the unit prices for individual pay items
- Unit prices will be individually evaluated based on the magnitude of work to help ensure that construction costs take changing costs into consideration
- We will update construction unit prices at each phase submittal
- Communicate instantaneously with County staff regarding cost escalation once we are aware of them

The Kimley-Horn team members on the organizational chart possess the necessary experience and local familiarity; they know your standards, preferences, and how best to deliver projects under this contract to your exact specifications.

Communication with County Staff

Responsiveness is of the upmost importance, especially when providing on-call services and a variety of parallel assignments. Effective communication begins with listening to the County's ideas about, concerns regarding, and goals for each project. Communication occurs in all forms: face-to-face meetings, telephone, email, and written. Our team members all adhere to the same principles—communicate frequently, keep involved/responsible team members in the loop and, most importantly, keep the County informed and involved.

Making certain that quality and that our team and your staff are on the same page throughout the course of projects will help avoid or mitigate potential problems or issues that might arise. To do this, we will:

- Keep you informed through progress meetings and progress reports
- Provide you with regular conference calls to keep you abreast of critical issues as they arise and assure your continued input throughout the process
- Encourage ongoing electronic communications among all members of the project team
- This will grant team members convenient and fast access to information and serve as a tool to keep everyone up to speed with the progress of the project

When task work is underway, all team members can communicate with the County and within the team to work efficiently, keeping the project manager and County project manager in the loop. Our standard practice is to respond within 24 hours, even if the response is to say we do not have an answer or document yet, but to establish a time when it will be ready. We have demonstrated over the past 56 years that if the matter is urgent, we respond immediately and in person if it is appropriate.

Subconsultant Management

Our team includes subconsultants that act as seamless team members able to provide their specific areas of expertise when required. Our project manager, Jeff Brittain, P.E., will be your primary point of contact. He will coordinate all team members' efforts and deliverables, including those of our subconsultants. Before a project starts, he will conduct a project scoping meeting with all respective team members to brainstorm the project issues and help ensure that their experience matches the requirements of the project scope. Our team will also conduct a project initiation meeting with the appropriate team members to coordinate the project plan including milestones, deliverables, and current project events. Project coordination meetings will be scheduled depending upon the project duration to make sure the project remains on track with the project plan. Kimley-Horn will review work performed by subconsultants as part of our Quality Control standards.

Quality Assurance/Quality Control (QA/QC)

Quality is a keystone principle of Kimley-Horn. It is one of the key attributes that has enabled us to become one of the leading consulting firms in the nation and is essential to our continuing success. **Jeff Brittain, P.E.** will lead the day-to-day production efforts and be responsible for helping to ensure all production efforts are completed with an appropriate QA/QC process. Our formal QA/QC program is based upon assigning experienced senior professionals, who are otherwise qualified to manage a particular project, to serve in an independent quality control role. Our proposed QA/QC managers, George Roland, P.E., Chuck Starling, P.E., Seth Schmid, P.E., and Troy Landry, PLA, LEED AP BD+C will use their extensive experience to ensure we deliver the very high quality of service that is expected from Kimley-Horn.



A QA/QC review of project solutions and analysis, together with design reviews, will help ensure top quality deliverables for the County. The ultimate goal of each of the seven identified projects is to provide a safe and satisfactory outcome for the citizens of Okaloosa County.

- Kimley-Horn's QA/QC program is constantly evolving and improving, but prioritizes the following key philosophies:
  - Quality is achieved by adequate planning and coordination, understanding the scope of services, and the use of appropriately skilled personnel
  - Quality is assured through the careful checking, reviewing, and surveying of work activities by individuals who are not directly responsible for the initial efforts
  - Quality is controlled by assigning a manager to evaluate all work and procedures followed while providing the services
  - Quality is verified through independent reviews by a qualified staff member of the processes, procedures, documentation, supervision, technical direction, and staffing associated with the project development
  - Quality work is the "built in," not added on

5.

SCHEDULE AND BUDGET

5. SCHEDULE AND BUDGET

Kimley-Horn has a track record of successfully completing projects on or ahead of schedule and within budget. This success is due, in part, to each project's schedule and budget being aggressively communicated to the project team by the project manager. Kimley-Horn takes pride in evaluating any unanticipated obstacles and making informed recommendations to overcome them before they impact the project's schedule and budget.

In addition to our proactive communication, Kimley-Horn uses a "work plan" tool for organizing individual project tasks by phase and discipline. The anticipated labor effort is then summarized in a matrix that forms the basis for establishing and tracking the project budget. We track the budget on a percent-complete basis to measure performance during each accounting report period. Project budget status reports are accessible via our intranet.

The work plan also is the tool for establishing staffing for each project and identifying the anticipated labor requirements of each phase. The work plan is reviewed frequently throughout the project and is used in conjunction with our in-house "cast-ahead" process to forecast project workloads. This program requires project managers to forecast, on a weekly basis, their staffing needs for the ensuing week. This "castaheads" process is followed by a weekly conference call among company resource managers to identify who is overloaded and who needs work. Resources are reallocated on a weekly basis as needed to meet client schedules.



A similar process is conducted monthly as project managers forecast their resource needs during the next six months. This information is used to assess hiring needs. Conducted throughout the entire 1,500-person Florida region, these extra efforts are performed to make sure our project managers have the resources they need to meet our clients' needs.

Reference Projects

North Spooky Lane Roadway Improvements, Santa Rosa Beach, FL
Met established scheduling and budgetary requirements.
Client Contact: Walton County Public Works; Charley Cotton, P.E., Capital Improvement Program Engineer; 850-892-8108, cotcharles@co.walton.fl.us

Walton Way Extension, Holiday Shores, FL
Met established scheduling and budgetary requirements.
Client Contact: Walton County; Chance Powell, 850-892-8108, PowChance@co.walton.fl.us

Watersound Parkway/County Road 30A Intersection Improvement Project Phases I and II, Seacrest, FL
Established scheduling and budgetary requirements are currently being met.
Client Contact: Walton County; Chance Powell, 850-892-8108, PowChance@co.walton.fl.us

Bay County Utility Services Department (BCUS) Water Treatment Plant Stormwater Master Plan Review and Update, Bay County, FL
Met established scheduling and budgetary requirements.
Client Contact: Bay County Utility Services; Bobby Gibbs, Utility Director; 850-248-5010, bgibbs@baycountyfl.gov

Holiday Shores Stormwater and Pedestrian Improvements, Phases I and II, Miramar Beach, FL
Met established scheduling and budgetary requirements.
Client Contact: Walton County Public Works; Charley Cotton, P.E., Capital Improvement Program Engineer; 850-892-8108, cotcharles@co.walton.fl.us

6.

REGULATORY AND GRANT EXPERTISE

6. REGULATORY AND GRANT EXPERIENCE

Regulatory/Permitting Experience

Kimley-Horn has been responsible for obtaining challenging permits on development projects of all sizes and types. Kimley-Horn's engineers have an unparalleled reputation among the professional staff at the local water management districts; oftentimes, our reliable, established contacts enable us to obtain early, candid assessments of a project's permitability or compliance issues. Our proactive involvement allows us to safeguard your interests long before regulatory changes occur.

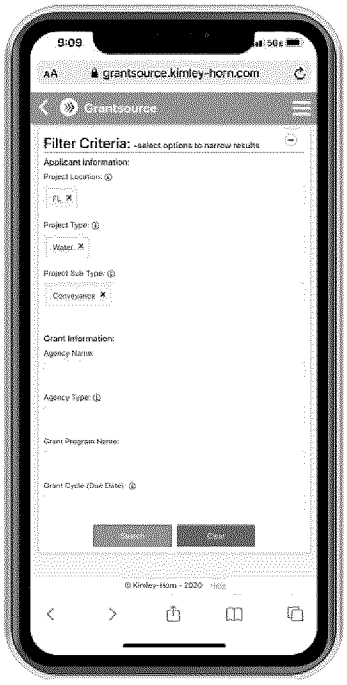
Kimley-Horn has successfully represented numerous institutional, national, and local clients before federal, state, and local agencies, including the Northwest Florida Water Management District (NWFWMD), the Department of Environmental Resource Management (DERM), the U.S. Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP), among others. We are experienced in preparing permit applications for these agencies, know what is required to gain approval, and excel in providing the high level of coordination that facilitates an expedited permitting process. Once permits are issued, we track the conditions associated with each permit to help ensure that the project remains in compliance through construction and final completion.

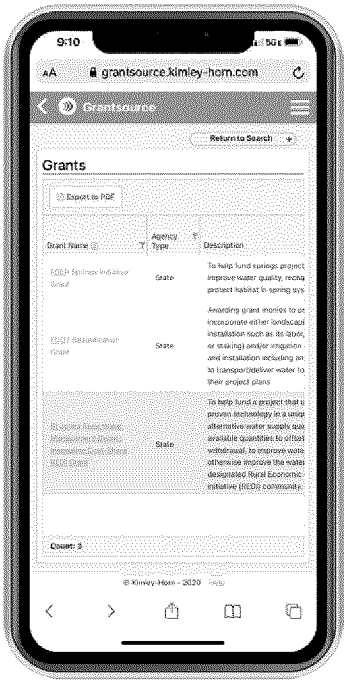
Grants/Third-Party Funding



Kimley-Horn understands that obtaining successful funding and the identification of potential public and private sources is critical to your projects, and we will work to identify alternative funding and financing strategies within multiple categories. Kimley-Horn has extensive, recent experience with grant funding preparation and management. We have been involved in all steps of the grant process, working with agencies to develop applications; get applications approved; and see projects through to successful completion in line with federal guidelines.

Kimley-Horn maintains regular contact with virtually all key regulatory agencies and their decision-makers. This rich network of interpersonal relationships enables us to provide expeditious services relative to the critical agency reviews and approvals to deliver our projects. Our staff understands not only agency procedures but also their expectations, enabling us to minimize delays and revision of submittals. Our professionals are well informed regarding the latest changes and status of rules affecting permitting and regulation. As a result, we are well equipped to assist with permitting and mitigation program development processes. Additionally, our staff has successfully represented developers before numerous federal, state, and local agencies. We are experienced in preparing permit applications for these agencies, we know what is required to gain approval, and we excel in providing the highest level of coordination to facilitate the permitting process for our clients.





Our experience includes, but not limited to, working with the Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), Northwest Florida Water Management District (NWFWMD), U.S. Army Corps of Engineers (USACE), Federal Aviation Administration (FAA) and Eglin Air Force Base. Kimley-Horn is familiar with various grant and federal funding opportunities, which include the processes and evaluation requirements necessary to secure funding.

With Kimley-Horn's assistance, our Florida clients have received more than $275 million in grants and outside funding. As a result of our funding experience and success for our clients, we have developed a resource library of information on state and federal funding sources to assist you in making the most of available resources. GrantSource is an internal application containing more than 300 grant programs to assist our clients in identifying potential funding sources based on the specific project parameters. This tool, combined with the hands-on funding experience our team has, will position the County for complete success.

Below is a listing of various grant programs that Kimley-Horn has experience with.

Florida Department of Environment Protection (FDEP)

- State Revolving Fund for Wastewater Treatment (grants and loans)
- Small Community Wastewater Construction Grants
- Florida Recreation Development Assistance Program (FRDAP)
- Recreation Trails Program (RTP)
- Land and Water Conservation Fund (LWCF)
- Non-point Source Funds
  - 319 Grants (water quality improvements like sewer connections)
  - TMDL Grants (water quality improvements for stormwater)
- Springs Restoration/Protection Funds
- Beach Management Funding
- Deepwater Horizon
- Mine Restoration Funding

Florida Communities Trust

- Parks and Opens Spaces (land acquisition)
- Working Waterfronts (land acquisition)
- FWCC
- Florida Boating Improvement Program

Florida Department of Transportation (FDOT)

- SCRAP/SCOP and CIGP (roadway improvements)
- Beatification Grants (for landscaping state roads in communities)
- Subgrants (traffic safety related)
- SUN Trail
- LAP
- Transportation Alternatives

Florida Department of Economic Opportunity (FDEO)

- Community Planning Technical Assistance Grants
- Competitive Florida Partnership
- Florida Job Growth Grant Fund – Infrastructure
- Rural Infrastructure Fund
- Regional Rural Development Grant Program
- Community Services Block Grant

NWFWMD

- Springs Protections
- SWIM Plan Projects

U.S. Department of Agriculture (USDA)

- Rural Development Water and Waste Disposal (Utilities)
- Community Facility Grant Program
- Rural Community Development Initiative
- Rural Business Development Grants

Federal Emergency Management Agency (FEMA)

Hazard Mitigation Grant

Pre-Disaster Mitigation Grant Program

Community Development Block Grant (CDBG)

- Housing Rehabilitation
- Neighborhood Revitalization
- Commercial Revitalization
- Economic Development
- Disaster Recovery
- HUD Utility Grants

U.S. Army Corps of Engineers (USACE)

- ACE CAP Grants

Beach Erosion Control

NFWF (National Fish and Wildlife Foundation)

Gulf Coast Conservation Grants Program Florida Department of State Division of Cultural Affairs

Cultural Facilities Grants

General Program Support Grants

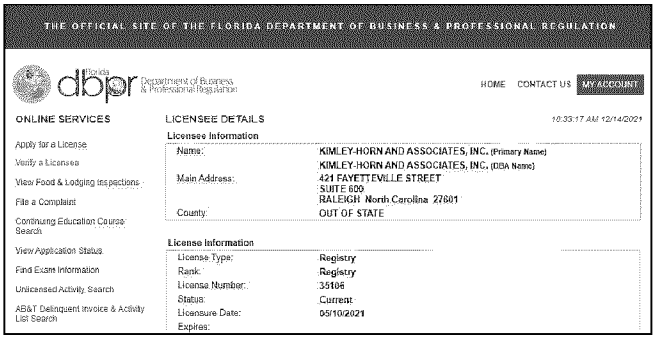
Specific Cultural Project Grant

7.

BUSINESS CREDENTIALS AND OTHER

7. BUSINESS CREDENTIALS AND OTHER

Kimley-Horn Licenses



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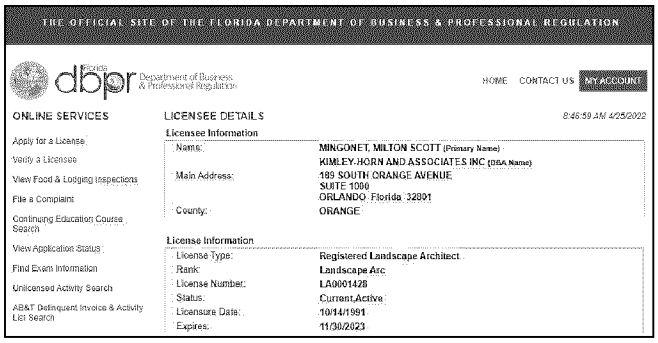
LICENSEE DETAILS 10:33:17 AM 12/14/2021

Licensee Information

Name:	KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name)
	KIMLEY-HORN AND ASSOCIATES, INC. (DBA Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE

License Information

License Type:	Registry
Rank:	Registry
License Number:	35106
Status:	Current
Licensure Date:	05/10/2021
Expires:	



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LICENSEE DETAILS 8:46:59 AM 4/25/2022

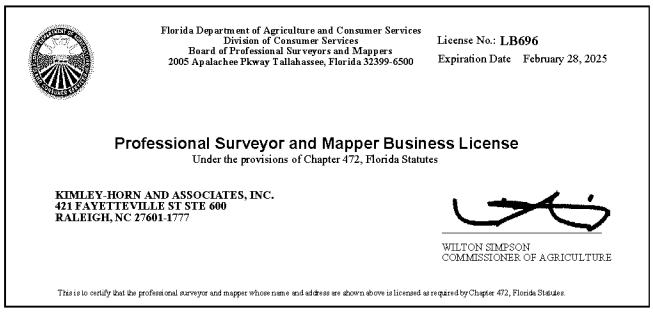
Licensee Information

Name:	MINGONET, MILTON SCOTT (Primary Name)
	KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
Main Address:	189 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO Florida 32801
County:	ORANGE

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA0001428
Status:	Current,Active
Licensure Date:	10/14/1991
Expires:	11/30/2023

Kimley-Horn has recertified and we are awaiting our updated license.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

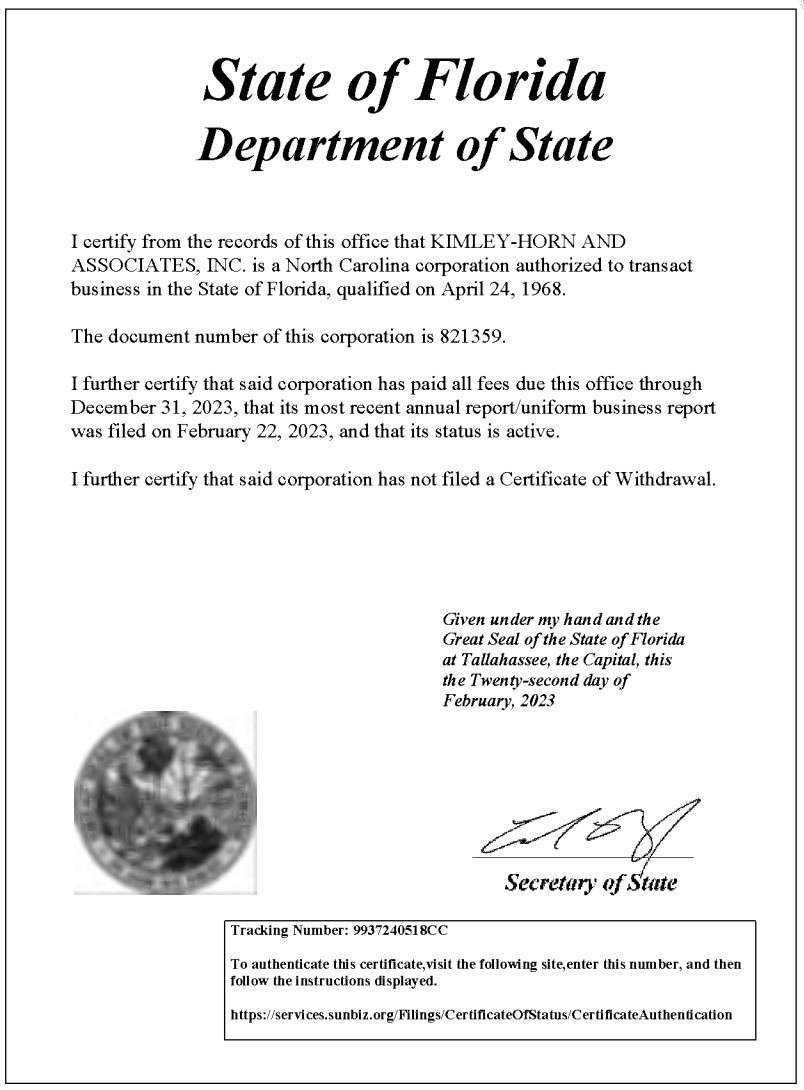
License No.: LB696
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 22, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

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

Secretary of State

Tracking Number: 9937240518CC

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

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

Subconsultant Licenses

DAG Architects

State of Florida
Department of State

I certify from the records of this office that DAG ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on May 8, 1981.

The document number of this corporation is F33440.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 13, 2023, and that its status is active.

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

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

Secretary of State

Tracking Number: 3528495304CC

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LICENSEE DETAILS — 11:44:46 AM 7/26/2023

Licensee Information

Name:	CLARY, CHARLES WILLIAM III (Primary Name)
	DAG ARCHITECTS, INC (DBA Name)
Main Address:	1223 AIRPORT ROAD DESTIN Florida 32541
County:	OKALOOSA

License Information

License Type:	Architect
Rank:	Architect
License Number:	AR0009694
Status:	Current,Active
Licensure Date:	04/11/1983
Expires:	02/28/2025

Special Qualifications — Qualification Effective

Alternate Names

Larry M. Jacobs and Associates, Inc.

State of Florida
Department of State

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

The document number of this corporation is 500000.

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

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

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

Secretary of State

Tracking Number: 8637912565CC

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LICENSEE DETAILS — 11:41:18 AM 7/16/2023

Licensee Information

Name:	LARRY M JACOBS & ASSOC INC (Primary Name)
Main Address:	326 EAST GADSEN ST PENSACOLA Florida 32501
County:	ESCAMBIA

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	2184
Status:	Current
Licensure Date:	05/10/1977
Expires:	

General Engineering and Professional Services for Okaloosa County Public Works

Okaloosa County

SAM Surveying

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: LB7908
Expiration Date: February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

SAM SURVEYING AND MAPPING, LLC
4801 SOUTHWEST PARKWAY, BLDG. 2, STE 100
AUSTIN, TX 78735

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes

State of Florida
Department of State

I certify from the records of this office that SAM SURVEYING AND MAPPING, LLC is a Texas limited liability company authorized to transact business in the State of Florida, qualified on November 24, 2014.

The document number of this limited liability company is M14000008465.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on April 4, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of April, 2023

Secretary of State

Tracking Number: 4611394503CU

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Anchor CEI

State of Florida
Woman Business Certification

Anchor Consulting Engineering and Inspection

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/04/2022 to 01/04/2024

J. Todd Inman
Florida Department of Management Services

MANAGEMENT SERVICES

Office of Supplier Diversity
2555 Shumard Oak Blvd
Tallahassee, FL 32399
850-487-1851
www.dms.myflorida.com/osd

dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

8:45:05 AM 7/24/2023

Licensee Information

Name:	ANCHOR CONSULTING ENGINEERING AND INSPECTION, INC. (Primary Name)
Main Address:	450 MAGNOLIA AVENUE PANAMA CITY Florida 32401
County:	BAY

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	31422
Status:	Current
Licensure Date:	11/03/2015
Expires:	

State of Florida
Department of State

I certify from the records of this office that ANCHOR CONSULTING ENGINEERING AND INSPECTION, INC. is a corporation organized under the laws of the State of Florida, filed on August 31, 2015, effective August 28, 2015.

The document number of this corporation is P15000073098.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 25, 2023, and that its status is active.

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

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

Secretary of State

Tracking Number: 1619418816CC

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Kimley-Horn Personnel Licenses

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

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BRITTAIN, JEFFREY MARK
2823 LONGLEAF ROAD
PANAMA CITY FL 32405

LICENSE NUMBER: PE59769
EXPIRATION DATE: FEBRUARY 28, 2025
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PRINCE, KABEARY GODWIN
1912 WAGON WHEEL CT E EAST
TALLAHASSEE FL 32317

LICENSE NUMBER: PE93933
EXPIRATION DATE: FEBRUARY 28, 2025
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CLARK, KELLIE ROSEANNE
12728 LUKEWOOD BEND TRAIL
BABCOCK RANCH FL 33982

LICENSE NUMBER: PE77642
EXPIRATION DATE: FEBRUARY 28, 2025
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SPAHR, VINCENT E.
710 SW 125TH TER
NEWBERRY FL 32669

LICENSE NUMBER: PE80747
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MECCA, MICHELLE B.
12740 GRAN BAY PARKWAY W
SUITE 2350
JACKSONVILLE FL 32258

LICENSE NUMBER: PE58059
EXPIRATION DATE: FEBRUARY 28, 2025
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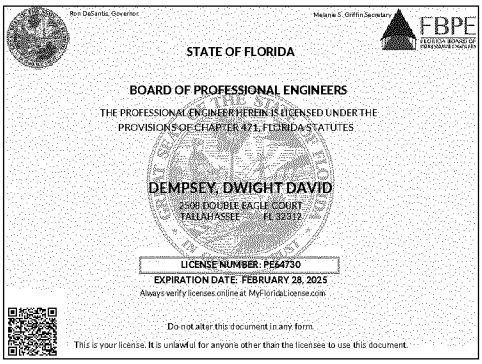
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LONG, JON CASEY
5439 E MALLORY BLVD
JUPITER FL 33458

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DEMPSEY, DWIGHT DAVID

2508 DOUBLE EAGLE COURT
TALLAHASSEE FL 32312

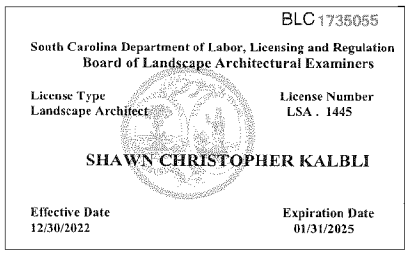
LICENSE NUMBER: PE84730

EXPIRATION DATE: FEBRUARY 28, 2025

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BLC 1735055

South Carolina Department of Labor, Licensing and Regulation
Board of Landscape Architectural Examiners

License Type
Landscape Architect

License Number
LSA . 1445

SHAWN CHRISTOPHER KALBLI

Effective Date
12/30/2022

Expiration Date
01/31/2025



acg
AABC Commissioning Group

hereby certifies that

Kevin J. Peterson, EMP, CxA

Kimley-Horn and Associates, Inc.

has met all prerequisites demonstrating independence and the technical, management, and communications skills required to implement the commissioning process in new and existing buildings, and passed the necessary examination to be awarded this certificate in recognition of their qualifications as an ACG

Certified Commissioning Authority

Registration number: 216-1400 . This certificate, valid only for the year 2023, is renewable on an annual basis upon meeting all requirements noted in the CxA Candidate Handbook.

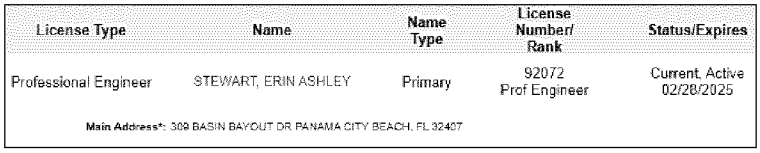
Program #215

Justin E. Garner, P.E., CxA
Certification Council Chair

Ray Bot
ACG Executive Director

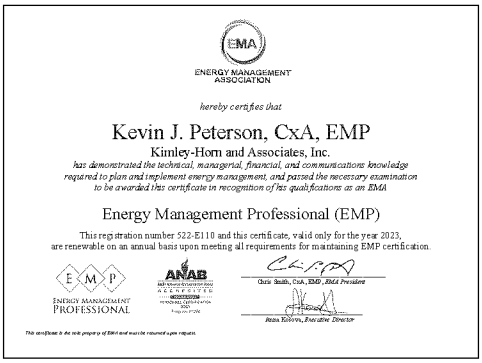
Better Buildings
RECOGNIZED PROGRAM
MEETS U.S. DEPARTMENT OF ENERGY GUIDELINES

ANAB
ACCREDITED
PERSONNEL CERTIFICATION BODY
Program #1315



License Type	Name	Name Type	License Number/ Rank	Status/Expires
Professional Engineer	STEWART, ERIN ASHLEY	Primary	92072 Prof Engineer	Current, Active 02/28/2025

Main Address*: 309 BASIN BAYOUT DR PANAMA CITY BEACH, FL 32407



EMA
ENERGY MANAGEMENT ASSOCIATION

hereby certifies that

Kevin J. Peterson, CxA, EMP

Kimley-Horn and Associates, Inc.

has demonstrated the technical, managerial, financial, and communications knowledge required to plan and implement energy management, and passed the necessary examination to be awarded this certificate in recognition of his qualifications as an EMA

Energy Management Professional (EMP)

This registration number 522-E110 and this certificate, valid only for the year 2023, are renewable on an annual basis upon meeting all requirements for maintaining EMP certification.

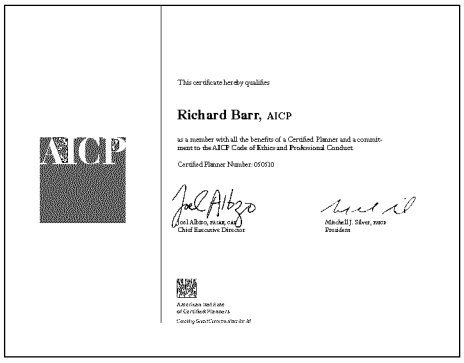
EMP
ENERGY MANAGEMENT PROFESSIONAL

ANAB
ACCREDITED

Chris Smith, CxA, EMP, *EMA President*

Rima Tokovic, *Executive Director*

This certificate is the property of EMA and must be returned upon request.



AICP

This certificate hereby qualifies

Richard Barr, AICP

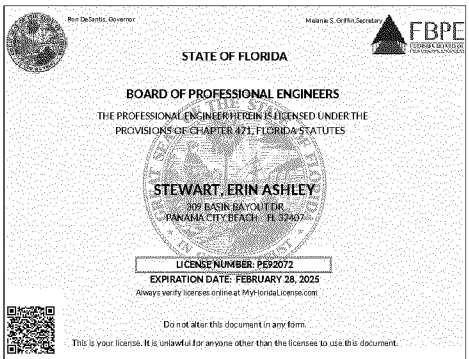
as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct

Certified Planner Number: 050510

Joel Albizo, FAICP, CAE
Chief Executive Director

Mitchell J. Silver, FAICP
President

American Institute of Certified Planners
Creating Great Communities for All



Ron DeSantis, Governor Melanie S. Griffin, Secretary

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STEWART, ERIN ASHLEY

309 BASIN BAYOUT DR
PANAMA CITY BEACH FL 32407

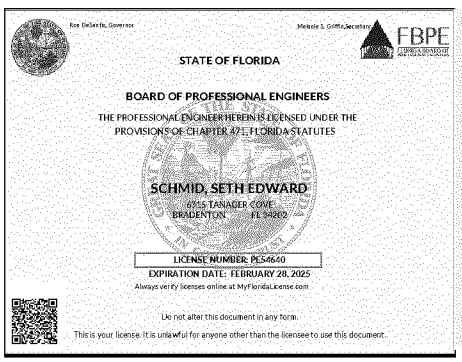
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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

SCHMID, SETH EDWARD

6715 TANAGER COVE
BRADENTON FL 34202

LICENSE NUMBER: PE54640

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ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.

CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

Macy C. Falcon, CFM

IS DULY REGISTERED AS AN

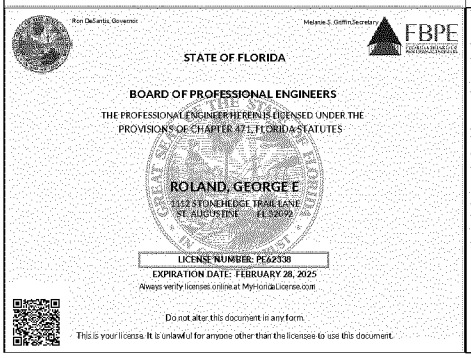
ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-11-06760, ISSUED 10/10/2010. THIS CERTIFICATE SHALL EXPIRE 1/31/2026, UNLESS RENEWED ACCORDING TO THE BY-LAWS OF THIS BOARD.

CERTIFICATION BOARD OF REGENTS PRESIDENT, ROGER LEGANEY, P.E., CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

ASFPM CFM CERTIFIED



Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

ROLAND, GEORGE E

1112 STONEHEDGE TRAIL LANE
ST. AUGUSTINE FL 32092

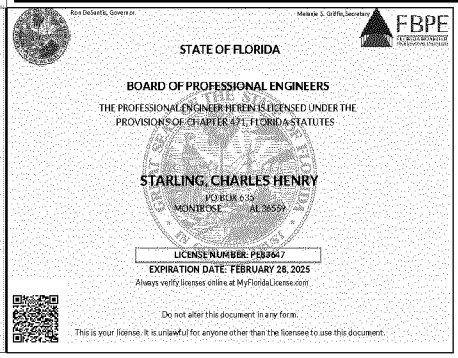
LICENSE NUMBER: PE62338

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STATE OF FLORIDA

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STARLING, CHARLES HENRY

PO BOX 639
MONTROSE AL 36559

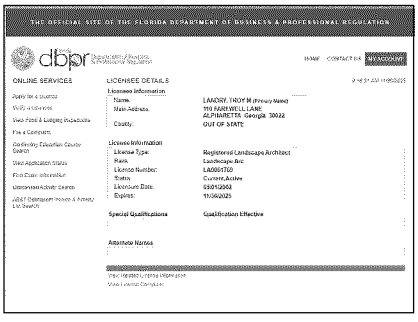
LICENSE NUMBER: PE83647

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dbpr

ONLINE SERVICES

LICENSEE DETAILS

Licensee Information

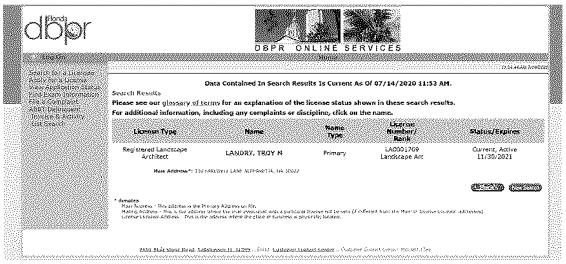
Name: LANDRY, TROY M (Primary Name)
Main Address: 193 FARRWELL LANE
ALPHARETTA, Georgia 30022
County: OUT OF STATE

License Information

License Type: Registered Landscape Architect
Rank: Landscape Arc
License Number: LA0001703
Status: Current,Active
Licensure Date: 03/01/2002
Expires: 11/30/2025

Special Qualifications: Qualification Effective

Alternate Names



Florida dbpr

DBPR ONLINE SERVICES

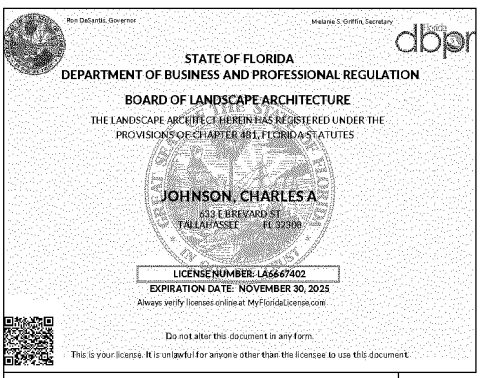
Data Contained In Search Results Is Current As Of 07/14/2020 11:53 AM.

Search Results

Please see our glossary of terms for an explanation of the license status shown in these search results.

For additional information, including any complaints or disciplins, click on the name.

License Type	Name	Name Type	License Number / Rank	Status/Expires
Reg Interior Landscape Architect	LANDRY, TROY N	Primary	LA0001709 Landscape Arc	Current, Active 11/30/2021



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

JOHNSON, CHARLES A

639 E BREVARD ST

TALLAHASSEE FL 32308

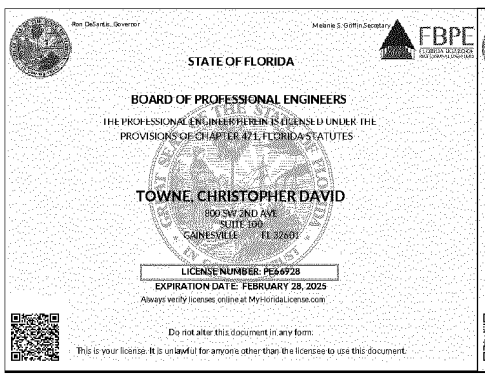
LICENSE NUMBER: LA6667402

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FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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TOWNE, CHRISTOPHER DAVID

800 SW 2ND AVE

SUITE 100

GAINESVILLE FL 32601

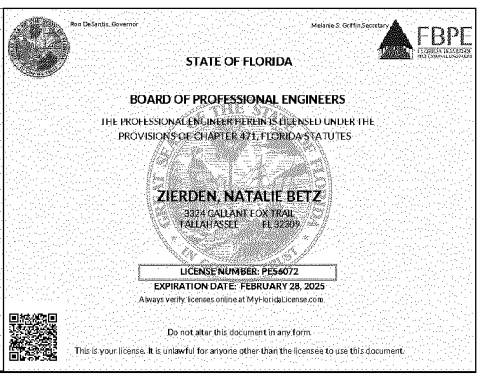
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ZIERDEN, NATALIE BETZ

3324 GALLANT FOX TRAIL

TALLAHASSEE FL 32309

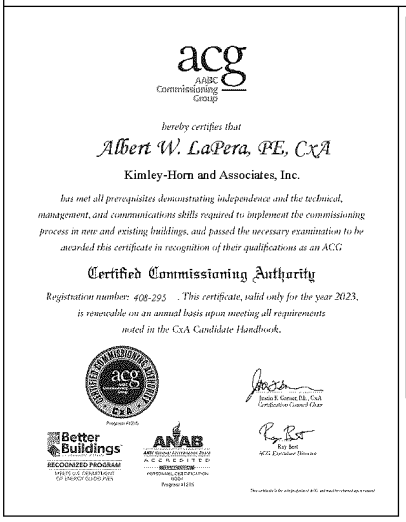
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acg

AABC Commissioning Group

hereby certifies that

Albert W. LaPera, PE, CxA

Kimley-Horn and Associates, Inc.

has met all prerequisites demonstrating independence and the technical, management, and communications skills required to implement the commissioning process in new and existing buildings, and passed the necessary examination to be awarded this certificate in recognition of their qualifications as an ACG

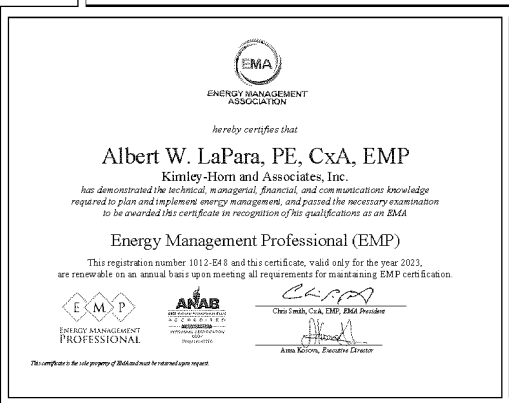
Certified Commissioning Authority

Registration number: 408-295 . This certificate, valid only for the year 2023, is renewable on an annual basis upon meeting all requirements noted in the CxA Candidate Handbook.

Certified Commissioning Authority

Better Buildings RECOGNIZED PROGRAM

ANAB ACCREDITED



EMA ENERGY MANAGEMENT ASSOCIATION

hereby certifies that

Albert W. LaPara, PE, CxA, EMP

Kimley-Horn and Associates, Inc.

has demonstrated the technical, managerial, financial, and communications knowledge required to plan and implement energy management, and passed the necessary examination to be awarded this certificate in recognition of his qualifications as an EMA

Energy Management Professional (EMP)

This registration number 1012-E48 and this certificate, valid only for the year 2023, are renewable on an annual basis upon meeting all requirements for maintaining EMP certification.

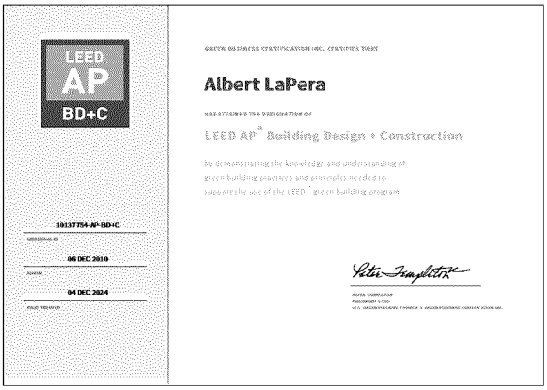
EMP ENERGY MANAGEMENT PROFESSIONAL

ANAB ACCREDITED

Chris Smith, CxA, EMP, *EMA President*

Anna Kilcoin, *Executive Director*

This certificate is the sole property of EMA and must be returned upon request.



LEED AP BD+C

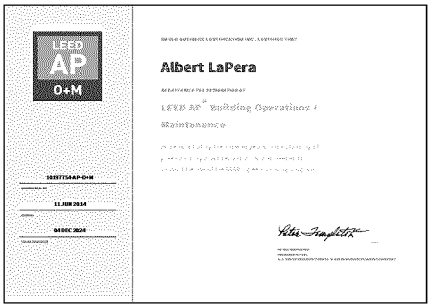
Albert LaPera

LEED AP® Building Design + Construction

10137754-AP-BD+C

06 DEC 2019

04 DEC 2024



LEED AP O+M

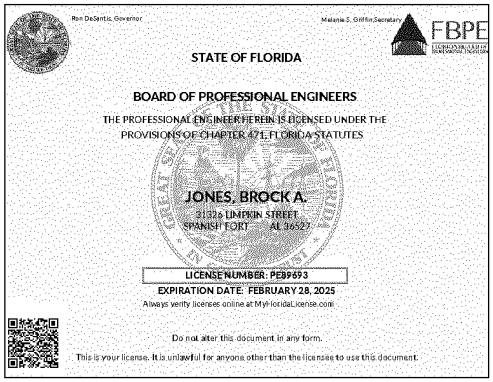
Albert LaPera

LEED AP® Building Operations + Maintenance

10137754-AP-O+M

11 JUN 2014

04 DEC 2024



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JONES, BROCK A.

31326 LINTKIN STREET

SPANISH FORT AL 36527

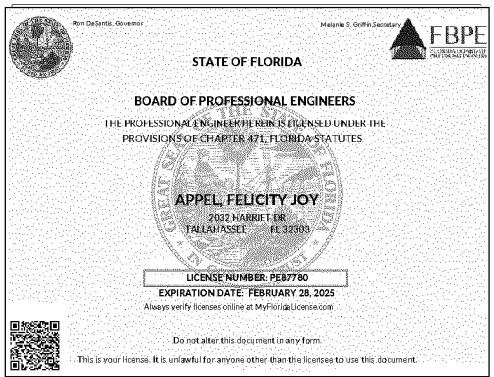
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APPEL, FELICITY JOY

2032 HARRIET DR

TALLAHASSEE FL 32303

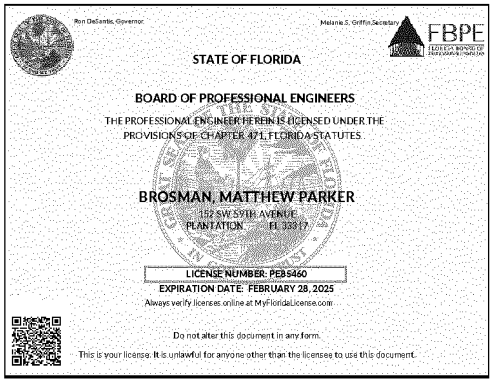
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BROSMAN, MATTHEW PARKER

152 SW 57TH AVENUE

PLANTATION FL 33317

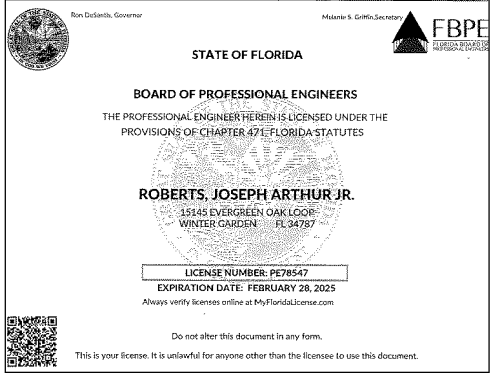
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ROBERTS, JOSEPH ARTHUR JR.

15145 EVERGREEN OAK LOOP

WINTER GARDEN FL 34787

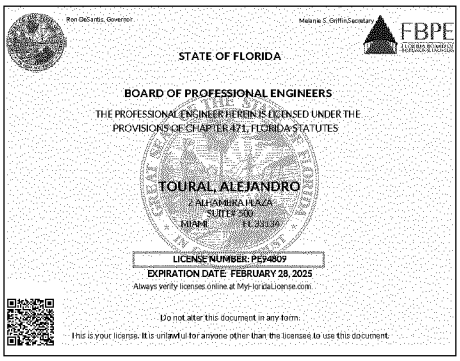
LICENSE NUMBER: PE78547

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TOURAL, ALEJANDRO

2 ALHAMBRA PLAZA SUITE# 500 MIAMI FL 33134

LICENSE NUMBER: PE94809

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LICENSEE DETAILS

License Information

Name: NORTON, GELBERT THOMAS II (Primary Name)
Main Address: 120 RICHARD JACKSON BOULEVARD SUITE 230 PANAMA CITY BEACH Florida 32407
County: BAY

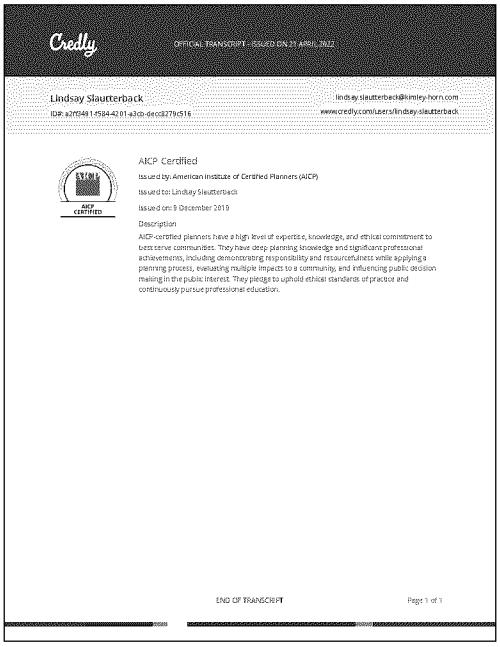
License Information

License Type: Professional Engineer
Rank: Prof Engineer
License Number: 94052
Status: Current,Active
Licensure Date: 05/19/2022
Expires: 02/28/2023

Special Qualifications — Qualification Effective
Civil: 05/19/2022

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Lindsay Slautterback — lindsay.slautterback@kimley-horn.com

ID#: a2f0481-4584-4201-a3cb-decc279c516 — www.credly.com/users/lindsay.slautterback

AICP Certified

Issued by: American Institute of Certified Planners (AICP)

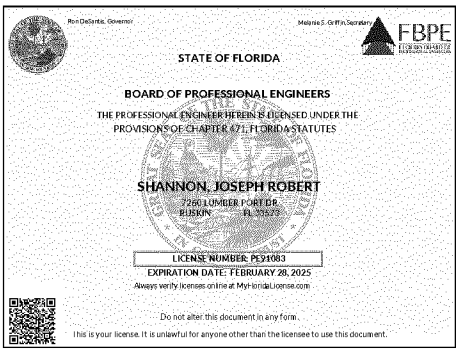
Issued to: Lindsay Slautterback

Issued on: 9 December 2019

Description

AICP-certified planners have a high level of expertise, knowledge, and ethical commitment to best serve communities. They have deep planning knowledge and significant professional achievements, including demonstrating responsibility and resourcefulness while applying a planning process, evaluating multiple impacts to a community, and influencing public decision making in the public interest. They pledge to uphold ethical standards of practice and continuously pursue professional education.

END OF TRANSCRIPT — Page 1 of 1



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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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SHANNON, JOSEPH ROBERT

7260 LUMBER PORT DR BUSKIN FL 33573

LICENSE NUMBER: PE91083

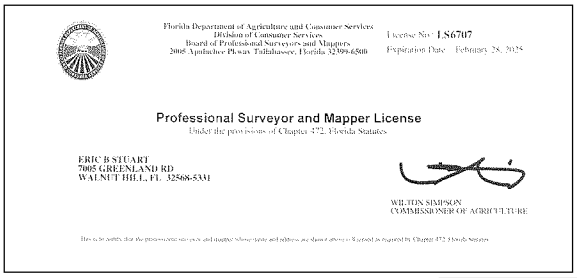
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Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No: LS6707

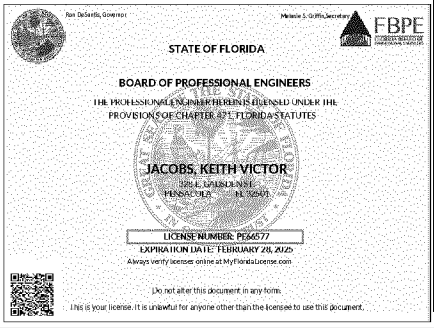
Expiration Date: February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

ERIC B STUART
7005 GREENLAND RD
WALNUT HILL, FL 32568-5331

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE



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STATE OF FLORIDA

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JACOBS, KEITH VICTOR

3201 E OLIVE RD PENSACOLA FL 32514

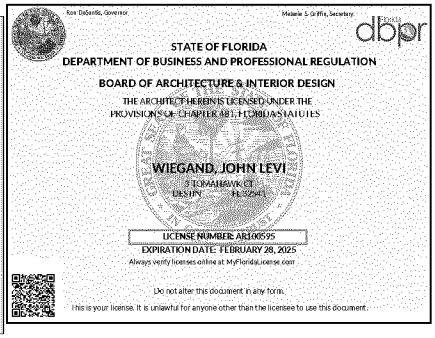
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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

WIEGAND, JOHN LEVI

3 TOMAHAWK CT DESTIN FL 32541

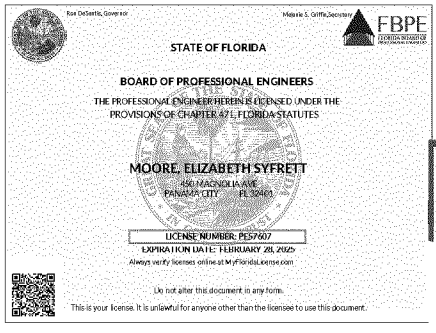
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MOORE, ELIZABETH SYFRETT

450 MAGNOLIA AVE PANAMA CITY FL 32401

LICENSE NUMBER: PE57607

EXPIRATION DATE: FEBRUARY 28, 2025

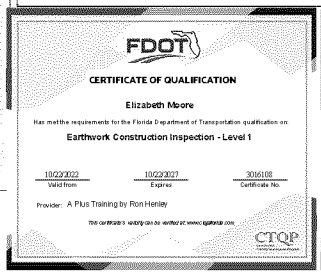
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License Type	Name	Name Type	License Number/ Rank	Status/Expires
Architect	WIEGAND, JOHN LEVI	Primary	AR100595 Architect	Current, Active 02/28/2025

Main Address*: 3 TOMAHAWK CT DESTIN, FL 32541



FDOT

CERTIFICATE OF QUALIFICATION

Elizabeth Moore

Has met the requirements for the Florida Department of Transportation qualification on:

Earthwork Construction Inspection - Level 1

10/22/2022 Valid from — 10/22/2027 Expires — 3016108 Certificate No.

Provider: A Plus Training by Ron Henley

This certificate's validity can be verified at www.cgbfdot.com

CTQP



FDOT

CERTIFICATE OF QUALIFICATION

Elizabeth Moore

Has met the requirements for the Florida Department of Transportation qualification on:

Earthwork Construction Inspection - Level 2

10/22/2022 Valid from — 10/22/2027 Expires — 3016023 Certificate No.

Provider: A Plus Training by Ron Henley

This certificate's validity can be verified at www.cgbfdot.com

CTQP

38. The following documents shall be submitted with the proposal packet. Failure to provide required forms may result in contractor disqualification.

RESPONSE DOCUMENT #1: RFQ & RESPONDENT'S ACKNOWLEDGEMENT
RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM
RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
RESPONSE DOCUMENT #4: CONE OF SILENCE FORM
RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS
RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RESPONSE DOCUMENT #7: COMPANY DATA
RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM
RESPONSE DOCUMENT #9: LIST OF REFERENCES
RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING
RESPONSE DOCUMENT #11: SWORN STATEMENT – PUBLIC ENTITY CRIMES
RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION
RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LIST
RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES
RESPONSE DOCUMENT #15: BUY AMERICAN CERTIFICATE
RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT
RESPONSE DOCUMENT #17: DRUG-FREE WORKPLACE CERTIFICATION
RESPONSE DOCUMENT #18: CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above* (vendor provided form)

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____ NO: X

NAME(S) POTISTION(S)

_____

_____

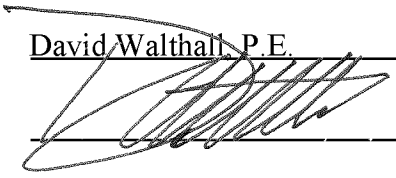
_____

_____

_____

FIRM NAME: Kimley-Horn and Associates, Inc.

BY (PRINTED): David Walthall, P.E.

BY (SIGNATURE): 

TITLE: Senior Vice President

ADDRESS: 120 Richard Jackson Boulevard, Suite 230

Panama City Beach, Florida 32407

PHONE NUMBER: 561 840 0225

E-MAIL: david.walthall@kimley-horn.com

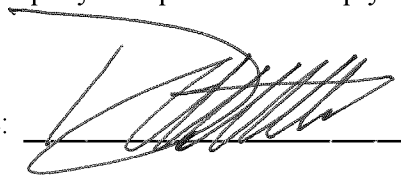
DATE: November 27, 2023

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 11/27/2023

SIGNATURE: 

COMPANY: Kimley-Horn and Associates, Inc.

NAME: David Walthall, P.E.

ADDRESS: 120 Richard Jackson Boulevard
Suite 230
Panama City Beach, Florida 32407

TITLE: Senior Vice President

E-MAIL: david.walthall@kimley-horn.com

PHONE #: 561 840 0225

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

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

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

Any information thought to affect the committee or staff recommendation submitted after proposals 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.

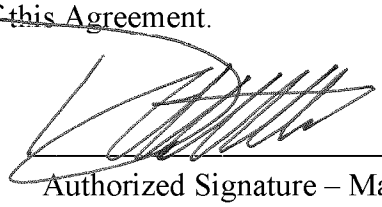
All Respondents must agree to comply with this policy by signing the following statement and including it with ~~their~~ submittal.

I, _____ representing Kimley-Horn and Associates, Inc. on this 27th day of
Signature Company Name

November 2023, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

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

Kimley-Horn and Associates, Inc. Proposer's Company Name	 Authorized Signature – Manual
120 Richard Jackson Boulevard, Suite 230 Panama City Beach, Florida 32407 Physical Address	David Walthall, P.E. Authorized Signature – Typed
120 Richard Jackson Boulevard, Suite 230 Panama City Beach, Florida 32407 Mailing Address	Senior Vice President Title
561 840 0225 Phone Number	N/A FAX Number
850 553 3522 Cellular Number	N/A After-Hours Number(s)
November 27, 2023 Date	

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

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

ADDENDUM NO.	DATE
Addendum 1	November 7, 2023

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

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name:	Kimley-Horn and Associates, Inc.
Physical Address & Phone #:	120 Richard Jackson Boulevard
	Suite 230
	Panama City Beach, Florida 32407
	850 553 3500
Contact Person (Typed-Printed):	Jeff Brittain, P.E.
Phone #:	850 553 3522
Cell #:	850 553 3522
Federal ID or SS #:	56-0885615
DUNNS/SAM #:	V8PKGG6NLKV6
Respondent's License #:	DBPR License: 35106
Additional License – Trade and Number	Florida Certificate of Status #821359
Fax #:	N/A
Emergency #'s After Hours, Weekends & Holidays:	850 630 9524
DBE/Minority Number:	N/A

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

(a) Definitions. As used in this provision.

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

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

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

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

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

(4) The Government has marked the record "Active".

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

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

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

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

(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company Physical Street Address, City, State, and Zip Code.
(4) Company Mailing Address, City, State and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

Offerors SAM information:

Entity Name: Kimley-Horn and Associates, Inc.
Entity Address: 120 Richard Jackson Boulevard, Suite 230, Panama City Beach, Florida 32407
Sam.gov Unique Entity Identifier: V8PKGG6NLKV6
CAGE Code: 0BPM5

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: City of Wildwood

   100 North Main Street, Wildwood, Florida 34785

Contact Person: Jason McHugh, City Manager Telephone # (352) 330 1330

*Email: jmchugh@wildwood-fl.gov

2. Owner's Name and Address: Indian River County Metropolitan Planning Organization

   Building A, 1801 27th Street, Vero Beach, Florida 32960

Contact Person: Brian Freeman, AICP Telephone # (772) 226 1455

*Email: bfreeman@ircgov.com

3. Owner's Name and Address: Polk County Transportation Planning Organization

   330 West Church Street, Bartow, Florida 33831

Contact Person: Ryan Kordek Telephone # (863) 534 6558

*Email: ryankordek@polk-county.net

4. Owner's Name and Address: Florida Governmental Utility Authority

   280 Wekiva Springs Road, Suite 2070, Longwood, Florida 32779

Contact Person: Robert W. Dickson, P.E. Telephone # (407) 629 6900

*Email: rdickson@govmserv.com

5. Owner's Name and Address: Emerald Coast Utility Authority

   9255 Sturdevant Street, Pensacola, Florida 32522

Contract Person: Stacy Hayden, P.E. Telephone # (850) 969 6511

*Email: stacy.hayden@ecua.fl.gov

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

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

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

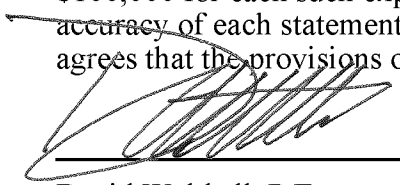
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than
$100,000 for each such expenditure or failure.] The Contractor,__, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.



_____ Signature of Contractor's Authorized Official

David Walthall, P.E.
Senior Vice President _____ Name and Title of Contractor's Authorized Official

November 27, 2023 _____ Date

RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted for Kimley-Horn and Associates, Inc.
2. This sworn statement is submitted by David Walthall, P.E. whose business address is: 120 Richard Jackson Boulevard, Suite 230 Panama City Beach, Florida 32470

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: 56-0885615

3. My name is David Walthall, P.E. and my relationship to the entity named above is Senior Vice President

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

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

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:

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

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

X Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

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

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

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

Date: November 27, 2023 Signature: _____

STATE OF: Florida

COUNTY OF: Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 27th day of November, in the year 2023.

My commission expires:
08/12/2026

_____
Notary Public

Notary Public State of Florida
Jeanne M. Doucet
My Commission
HH 253990
Exp. 8/12/2026

_____
Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

_____
Type of ID

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

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

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

David Walthall, P.E., Senior Vice President
Printed Name and Title of Authorized Representative

Signature

November 27, 2023
Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate , Kimley-Horn and Associates, Inc. , the 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 proposer proper immediately or immediately terminate any agreement entered into for cause if the 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 proposer has submitted a false certification, the County will provide written notice to the proposer. Unless the 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 proposer. If the County's determination is upheld, a civil penalty shall apply, and the proposer will be ineligible to propose 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 proposer.

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

DATE: November 27, 2023

SIGNATURE: _____

COMPANY: Kimley-Horn and Associates, Inc.

NAME: David Walthall, P.E.

(Typed or Printed)

ADDRESS: 120 Richard Jackson Boulevard

TITLE: Senior Vice President

Suite 230

E-MAIL: david.walthall@kimley-horn.com

Panama City Beach, Florida 32407

PHONE NO.: 561 840 0225

GRANT FUNDED CLAUSES

This Exhibit is hereby incorporated by reference into the main *Procurement*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *SOLICITATION*

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

a. 2 CFR. 25.110
b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
c. Executive Orders 12549 and 12689
d. 41 CFR s. 60-1(a) and (d)
e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the p*rocurement.* In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the p*rocurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer*'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer*'s actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer*

will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their proposal submittal. Information regarding certified M/WBE firms can be obtained from:

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

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer*'s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer*'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of $2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to

this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of $2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, p*roposer* 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 *solicitation*. *Proposer* 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.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of $150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds $25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: http://www.sam.gov; (2) Collecting a certification statement similar to the Certification of Offeror /Proposer Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of $100,000. Requirement: *proposer* must file the required certification, attached to the procurement. 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 certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention: Applicability: All Contracts that received or may receive **Federal or State** grant funding. Requirement: [*proposer/consultant/contractor*] will retain all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

Federal Changes: *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases ($3000 or less, except for construction contracts over $2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract*]is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer*'s violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with *a resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

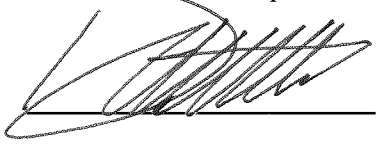
Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of $50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *a resulting contract.*

The Senior Vice President, David Walthall, P.E., on behalf of Kimley-Horn and Associates, Inc. the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 11/27/2023

SIGNATURE: 

COMPANY: Kimley-Horn and Associates, Inc.

NAME: David Walthall, P.E.

ADDRESS: 120 Richard Jackson Boulevard
Suite 230
Panama City Beach, Florida 32407

TITLE: Senior Vice President

E-MAIL: david.walthall@kimley-horn.com

PHONE NO.: 561 840 0225

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), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program

or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;

- 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);
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 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 under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 et seq. and/or 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 of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the 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, 1986 (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.

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

The Senior Vice President, David Walthall, P.E. on behalf of Kimley-Horn and Associates, Inc. the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

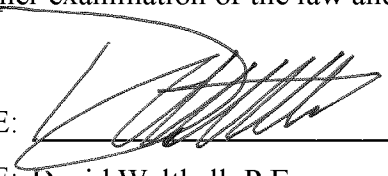
DATE: November 27, 2023

COMPANY: Kimley-Horn and Associates, Inc.

ADDRESS: 120 Richard Jackson Boulevard
Suite 230
Panama City Beach, Florida 32407

E-MAIL: david.walthall@kimley-horn.com

PHONE NO.: 561 840 0225

SIGNATURE: 

NAME: David Walthall, P.E.

TITLE: Senior Vice President

RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

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

Certificate of Compliance with Buy America Requirements

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

DATE: November 27, 2023

SIGNATURE: _____

COMPANY: Kimley-Horn and Associates, Inc.

NAME: David Walthall, P.E.

TITLE: Senior Vice President

Certificate of Non-Compliance with Buy America Requirements

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT

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

Kimley-Horn and Associates, Inc.
Company Name

Authorized Signature – Manual

120 Richard Jackson Boulevard, Suite 230
Address

David Walthall, P.E.
Authorized Signature – Typed

Panama City Beach, Florida 32407
Address

Senior Vice President
Title

850 553 3510
Phone #

N/A
Fax #

56-0885615
Federal ID # or SS #

Date Submitted: November 30, 2023

RESPONSE DOCUMENT #17: DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: November 27, 2023

SIGNATURE: _____

COMPANY: Kimley-Horn and Associates, Inc.

NAME: David Walthall, P.E.
(TYPED OR PRINTED)

ADDRESS: 120 Richard Jackson Boulevard
Suite 230
Panama City Beach, Florida 32407

TITLE: Senior Vice President

PHONE #: 561 840 0225

E-MAIL: david.walthall@kimley-horn.com

State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 22, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

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

Secretary of State

Tracking Number: 9937240518CC

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

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



Detail by Entity Name

Foreign Profit Corporation
KIMLEY-HORN AND ASSOCIATES, INC.

Filing Information

Document Number	821359
FEI/EIN Number	56-0885615
Date Filed	04/24/1968
State	NC
Status	ACTIVE

Principal Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 04/24/2021

Mailing Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 04/24/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/14/2008

Address Changed: 01/24/2017

Officer/Director Detail

Name & Address

Title Director

Good, Brian A.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Colvin, Scott W.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Dvorak, William E., Jr.
111 West Jackson Blvd.
Suite 1320
Chicago, IL 60604

Title Director

Mutti, Brent H.
7740 N 16th Street
Suite 300
Phoenix, AZ 85020

Title VP

McEntee, David L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Treasurer

McEntee, David L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Assistant Secretary

McEntee, David L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title President

Lefton, Steven E.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title CEO

Lefton, Steven E.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior VP

Flanagan, Tammy L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title CFO

Flanagan, Tammy L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Danielson, Paul B.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Cook, Richard N.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Secretary

Cook, Richard N.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Blakley, Stephen W.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Montanye, Emmeline F.
817 West Peachtree Street,
NW, Suite 601

Atlanta, GA 30308

Title Director

Lefton, Steven E.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Director

Barber, Barry L.
421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Title Senior Vice President

Harry, Jennifer L.
401 B Street
Suite 600
San Diego, CA 92101

Title Director

Kaltsas, Joseph D
401 B Street, Suite 600
San Diego, CA 92101

Annual Reports

Report Year	Filed Date
2021	04/24/2021
2022	02/10/2022
2023	02/22/2023

Document Images

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06/02/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
04/30/2003 -- ANNUAL REPORT	View image in PDF format
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Final Audit Report 2024-12-03

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By:	Diana Reimer (dreimer@fwb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkEzZvdEVRBOGrgi3heKvv6CvR2KJ9qXG

"Sec 06 - Contract; Kimley-Horn - Pub Wks 2024 12-02b KH; 107pgs FINAL" History

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