



**BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION
DESIGN, ENGINEERING, AND CONSTRUCTION MANAGEMENT OF A BUS WASH FACILITY**

**Located at
920 Wilson Avenue
Panama City, Florida 32401**

Contract #21-02

ARCHITECTUAL SERVICES CONTRACT

21-02

DESIGN, ENGINEERING and CONSTRUCTION MANAGEMENT OF A BUS WASH FACILITY

LOCATED AT

920 WILSON AVENUE, PANAMA CITY, FLORIDA 32401

This Contract is entered into, pursuant to the Florida Consultants' Competitive Negotiation Act, this ____ day of _____, 2022, by and between the Bay County Transportation Planning Organization, 1010 Cone Avenue, Panama City, Florida 32401, ("TPO"), a Florida local governmental entity, and HDR, 315 South Calhoun Street Suite 800, Tallahassee, Florida 32301, ("Architect") for the Design, Engineering and Construction Management of a new bus wash facility located at 920 Wilson Avenue Panama City, Florida 32401 (Bay County Public Transportation Operations and Maintenance Facility).

Funding for this project has been made possible through grants from the Federal Transit Administration (FTA) and is contingent upon strict conformance to the guidelines set forth by FTA.

Intent

The TPO desires to engage the Architect to provide professional services to design, engineer, and obtain permits for the construction of a bus wash facility, and manage Contractor(s) as required for, the property located at 920 Wilson Avenue, Panama City, Florida 32401. The design shall be reviewed and approved by the TPO, or its designee, prior to completion of the project.

Scope of Services

The Architect will perform those services stated in the Scope of Services, attached hereto and incorporated herein, as Exhibit B, RFQ 21-02 and Architect's response to RFQ 21-02, attached hereto and incorporated herein, as Exhibit A, and Architect's Scope of Work, attached hereto and incorporated herein, as Exhibit C.

Compensation

The terms and conditions of this contract are based upon the Architect's proposal hereto attached as Exhibit E. For the satisfactory completion of the services to be provided under this Contract, the TPO agrees to pay the Architect a not to exceed sum of **\$296,713.00** contingent upon those conditions of payment set forth in Exhibit E which provide the detail on the rates and reimburseables.

Notwithstanding anything contained herein to the contrary (including exhibits and appendices), payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes, upon receipt of the Architect's invoice and written approval of same by the TPO's Designated Representative, Lamar Hobbs, indicating that services have been rendered and/or goods have been delivered in conformity with this Agreement.

Method of Payment

The Architect will adhere to the following procedures in requesting payment for its services under this agreement:

- a. The Architect shall submit monthly progress reports in sufficient detail to show progress on each task of the Scope, as described in Exhibit A, Exhibit B, Exhibit C and current, open Task Work Orders. Reports shall be submitted by the fifteenth (15th) day of the subsequent month whether or not an invoice accompanies the report.
- b. The Architect shall submit monthly invoices signed by a principal or authorized project director of the Architect as to their accurateness. The invoice summary and progress report shall show, by task, percent completion, previous billings, and current billing. Each invoice shall be consecutively numbered and shall include the TPO Project Number (TPO Project, Task Number). The TPO staff shall provide this information for each Task Work Order.
- c. The final payment for each Task Work Order shall be withheld until final completion of all work on that task.
- d. The invoices shall be accompanied by the monthly progress report.
- e. When the Transit System Program Administrator has approved the statement, the statement will be submitted for payment and the Finance Department will issue a check to the Architect.
- f. The TPO may withhold payment until questions of accuracy and correctness of the monthly invoice and monthly progress report are cleared up to the satisfaction of the TPO. Otherwise, payment shall be governed by the Florida Local Government Prompt Payment Act, Sections 218.70 et. seq., Florida Statutes.
- g. All sub-consultants/contractors will be paid through the Architect and by the Architect.

Work Product

The Architect shall provide copies of all draft and final work products as identified in each Task Work Order. Work products shall be in a format compatible with the TPO's computer system and as specified by the TPO. For all tasks, no less than a final printed product and an electronic product shall be delivered to the TPO.

Truth-in-Negotiation Certificate

The Architect certifies that wage rates and other factual unit costs supporting the Compensation are accurate, complete, and current at the time of contracting. Pursuant to Section 287.055(5), Florida Statutes, the original contract price and any additions thereto will be adjusted to exclude any significant sums by which, as determined by the TPO, the contract price was increased due

to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the contract.

Liaison

The TPO's designated liaison with the Architect for the purposes of this Contract is Lamar Hobbs, Transit Operations Coordinator, TPO.

The Architect's designated liaison with the TPO is Brian Waterman, Senior Project Manager, HDR Engineering.

Effective Date and Time of Performance

The Architect shall perform all of its required services, under this Contract, so that all design and construction work is completed within 18 months of the date the Notice to Proceed is issued by the TPO. Plans shall be submitted to the Transit Operations Coordinator for review and coordination as outlined in Exhibit B.

Insurance

The Architect represents that it has obtained and will maintain at its expense for the duration of this Contract, those insurance coverage requirements set forth in the attached Exhibit D and incorporated by reference.

Indemnification and Hold Harmless

To the maximum extent permitted by law, the Architect shall indemnify and hold harmless the TPO, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect and other persons employed or utilized by the Architect in the performance of the agreement.

The parties understand and agree that such indemnification by the Architect relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

The Architect's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

This Section survives termination or expiration of this Contract.

Independent Architect

The Architect shall at all times, relevant to this contract, be an independent contractor and in no event shall the Architect, nor any employees, contractors or sub-contractors under it, be considered to be employees of the Bay County TPO. The contracting parties represent by their signature that no employer-employee relationship is established between the Architect and the TPO by the terms of this Contract. It is understood by the parties that the Architect is an

independent Architect and as such, neither it nor its employees, if any, are employees of the TPO for purposes of tax, retirement system or social security (FICA) withholding.

Architect has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Architect. The direction of the work of Architect's employees shall be under the exclusive control of Architect. If the TPO objects to the presence or performance of any employee of Architect, then Architect shall remove such employee from TPO premises.

Cooperation

Architect agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Architect will cooperate with the TPO, or its designee, as requested and specifically to allow the TPO to inspect the performance of work of this Contract.

Corrective Action

A Corrective Action notice is written notice to the Architect that the Architect is in breach of certain provisions of this Contract and that correction is required. Any corrective action notice will specify a reasonable time for corrective action to be completed. The Architect shall implement the Corrective Action specified in the notice and provide written documentation to substantiate the implementation of the Corrective Action. If the Architect fails to implement the Corrective Action specified in the notice in the time required and provide written documentation of the remedial action to the TPO, the TPO may terminate this Contract pursuant to the "Termination for Breach" provision of this Contract and have all other rights and remedies under this Contract.

Records

The TPO is a public agency subject to Chapter 119, Florida Statutes. The Architect shall comply with Florida's Public Records Law. Specifically, the Architect shall:

- a. Keep and maintain public records required by the TPO to perform the service;
- b. Upon request from the TPO, provide the TPO 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, F.S., or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Architect does not transfer the records to the TPO;
- d. Upon completion of the contract, transfer, at no cost to the TPO, all public records in possession of the Architect, or keep and maintain public records required by the TPO to perform the service. If the Architect transfers all public records to the TPO upon

completion of the contract, the Architect shall destroy any **duplicate** public records that are exempt or confidential and exempt from public records disclosure requirements. If the Architect keeps and maintains public records upon completion of the contract, the Architect shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TPO, upon request from the TPO in a format that is compatible with the information technology systems of the TPO.

Audit and Inspection

The Architect shall maintain all financial records, documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated, either by the TPO, FDOT or the FTA, and audit findings have not been resolved by the end of the five (5) years, the records shall be retained until resolution of the audit findings. The Architect shall assure that these records shall be available for inspection, review, or audit at all reasonable times by persons duly authorized by the TPO, FTA, or this Agreement. The Architect shall permit the TPO or FTA to inspect all work, payrolls, records of personnel, invoices, and other relevant data and records; and to audit the books, records and accounts of the Architect, pertaining to the development of the project. The TPO and FTA shall have full access to, and the right to examine, any of the records and documents during the retention period.

Public Records Custodian

If the Architect has questions regarding the application of Chapter 119, Florida Statutes, to the Architect's duty to provide public records relating to this contract, contact Lamar Hobbs, Transit System Program Administrator, at (850) 248-8161, lhobbs@baycountyfl.gov or 1010 Cone Avenue, Panama City, Florida 32401.

Prohibition Against Contingent Fees

Pursuant to Florida Statute 287.055 (6)(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The Architect warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Architect to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TPO shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair

of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an Architect, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing the Agreement, Architect represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from the TPO's competitive procurement activities.

In addition to the foregoing, Architect further represents that there has been no determination, based on an audit, that it or any subcontractor or sub-consultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Architect has been placed on the convicted vendor list.

Architect will promptly notify the TPO if it or any subcontractor or sub-consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

Employment Eligibility Verification

Architect shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Architect during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Architect to perform work pursuant to the contract with the TPO.
3. By signing this agreement, the Architect certifies compliance with the above requirements.

Modification, Assignability of Contract

This Contract, including all documents incorporated by reference, contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

The Architect may not subcontract or assign its rights (including the right to compensation) or duties arising under this Contract without the prior written consent of the TPO. Any

subcontractor or assignee will be bound by all of the terms and conditions of this Contract. In the event the Architect will deliver any services through a sub-consultant or subcontractor, the Task Order shall contain as an attachment the name and address of the sub-consultant or subcontractor and a detailed description of the qualifications, experience and services to be performed by the sub-consultant or subcontractor, and the amount or rate and method of compensation.

Termination for Convenience

The TPO may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing to the Architect. If the contract is terminated by the TPO as provided herein, the Architect will be entitled to receive payment for those services reasonably performed to the date of termination.

Termination for Cause

If the Architect fails to comply with any of the terms and conditions of this Contract, the TPO may give notice, in writing, to the Architect of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within ten (10) days, the TPO may, with no further notice, declare this Contract to be terminated. The Architect will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the TPO by reason of the Architect's failure to comply with this contract.

Notwithstanding the above, the Architect is not relieved of liability to the TPO for damages sustained by the TPO by virtue of any breach of this Contract by the Architect and the TPO may withhold any payments to the Architect for the purpose of setoff until such time as the amount of damages due the TPO from the Architect is determined.

Documents Incorporated by Reference

Bay County TPO's Request for Qualifications (RFQ 21-02), Exhibit A hereto, and all attachments to it, along with the Response to the Request for Qualifications are incorporated by reference and are material elements of this Contract. The TPO is responsible for compliance with all applicable Federal or State laws. The Architect specifically agrees to assist the TPO with ensuring compliance with all applicable Federal or State laws.

Laws, Rules and Regulations

General Laws: Architect shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Architect's performance of this Contract and the preservation of public health and safety. Upon request by the TPO or FTA, Architect shall provide proof of such compliance to the TPO or FTA.

Illegal Alien Labor: Architect shall comply with all provisions of state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States.

Architect shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Architect that the subcontractor is in compliance with such laws. Architect agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Architect shall pay all costs incurred to initiate and sustain the verification programs.

Federal Transit Authority

Architect shall at all times comply with all applicable FTA regulations, policies, procedures, and directives including, without limitation, those listed directly or by reference in the Master Agreement between the TPO and the Architect, as may be amended or promulgated from time to time during the term of this contract. Architect's failure to so comply shall constitute a material breach of this contract.

Duty to Pay Defense Costs and Expenses

The Architect agrees to reimburse and pay on behalf of the TPO the cost of the TPO's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Indemnification and Hold Harmless paragraph or 2) other claims arising out of the Architect's performance of the Contract and in which the TPO has prevailed.

Such payment on the behalf of the TPO shall be in addition to any and all other legal remedies available to the TPO and shall not be considered to be the TPO's exclusive remedy.

This Section survives termination or expiration of this Contract.

Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

Waiver

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Contract constitute or be construed as a waiver by the TPO of any breach of this Contract or a waiver of any default of Architect and the making of such payment by the TPO while any such default or breach shall exist shall in no way impair or prejudice any right of the TPO.

Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the U.S. mail, properly stamped and addressed to:

For the TPO:
Bay County TPO
1010 Cone Avenue
Panama City, Florida 32401
Attn: Lamar Hobbs

For the Architect:
HDR Engineering
315 South Calhoun Street, Suite 800
Tallahassee, FL 32301
Attn: Brian Waterman

Or, by electronic mail including a Read Receipt or by Facsimile. The Architect shall notify the Bay County TPO of any change to its address. The TPO will disseminate the address change to all applicable parties and agencies. The Architect's notification of address change is sufficient if sent by email or facsimile.

Special Representation

The Architect represents that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Architect further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Architect shall make this Contract null and void.

Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The proposal form and attachments are next.
- c. The initial solicitation provisions are final priority.

Additional Considerations

It is not the intent of this Contract to specify all areas that can or should be effectively coordinated, rather, this Contract will serve as documentation of minimum compliance with the above sections and are generally to serve as a joint pledge of cooperation realizing the mutual benefit to be derived for effectuating a close and realistic working relationship.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the TPO, or Architect shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing

Nondiscrimination

Compliance and Regulations: The Architect shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Agreement.

Nondiscrimination: The Architect, with regard to the work performed during the contract, shall not discriminate on the basis of race, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Architect, either by competitive biddings or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Architect of the Architects obligations under this contract and the Regulations, relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

Construction and Venue

This Contract will be construed under and governed by the laws of the State of Florida. In the event of litigation concerning it, venue will be in the appropriate State Court of Bay County, Florida.

Independent Contractor

The Architect shall be an independent contractor, and shall not hold itself or its employees out as employees of the TPO.

IN WITNESS WHEREOF, the Parties have executed this Contract as of this ____ day of _____, 2022.

Executed by:

**TRANSPORTATION PLANNING ORGANIZATION,
BAY COUNTY FLORIDA**

By: _____
Pamn Henderson, Board Chair

Attest: _____
Lamar Hobbs, Transit Program Administrator

Approved
as to
form: _____
William C. Henry, TPO Attorney

HDR Engineering.

By: _____
Jennifer Erin Hunt, FL-AL-MF Area Manager

Attest: _____
Name

State of Florida
County of Bay

This Contract was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2022, by _____,
as _____ of _____
and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public: _____

EXHIBITS:

- A. Request for Qualifications (RFQ) and Architect's Response
- B. Scope of Services
- C. Architect's Scope of Services
- D. Insurance Requirements

E. Architect's Billing Rate Summary

EXHIBIT A
REQUEST FOR QUALIFICATIONS (RFQ)
&
ARCHITECT'S RESPONSE



BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION

**BAY COUNTY PUBLIC TRANSIT SYSTEM ADMINISTRATION AND MEETING FACILITY
1021 Massalina Drive Panama City, Florida 32401**

**REQUEST FOR QUALIFICATIONS (RFQ)
DESIGN and CONSTRUCTION MANAGEMENT OF A NEW BUS WASH FACILITY
LOCATED AT
919 MASSALINA DRIVE PANAMA CITY, FLORIDA 32401**

SUBMITTED BY:

TPO-RFQ No. 21-02

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RESPONDENT INSTRUCTIONS

***Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions.***

INTRODUCTION/SCOPE OF SERVICES

The Bay County Transportation Planning Organization (TPO) is seeking Qualifications from firms to design and perform construction management services for the construction of a new bus wash facility located at 919 Massalina Drive Panama City, Florida 32401. The Bay County Public Transit System operates the Bay Town Trolley and Bay Area Transportation and has determined a need for the design and construction of a new bus wash facility to be used for exterior washing of transit vehicles. The proposed facility will be built on the grounds of the Bay County Public Transit System's Operations and Maintenance Facility which is located at 919 Massalina Drive Panama City, Florida 32401.

The selected design firm (Design Team) shall provide professional services for the following architectural and engineering planning and design of the proposed facility. The proposed Design Team shall provide a detailed description of each deliverable to be included in the proposal response.

- project management
- architectural design
- structural engineering design
- civil engineering
- mechanical engineering (HVAC) design
- plumbing design
- fire suppression design
- maintenance equipment selection
- cost estimating
- (FTA) independent cost estimate
- electrical engineering design
- security analysis
- geotechnical engineering (may be a separately contracted service)
- environmental engineering (may be a separately contracted service)
- surveying (may be a separately contracted service)
- landscaping
- fire and life safety design
- hazard analysis

All other support staff, such as computer-aided drawing and drafting (CADD), building information modeling (BIM), technician assistance, and technical editing, shall be provided as required. If the consultant firm selected for the design does not have the full capability to provide all the necessary services listed above, then the selected firm will be required to hire personnel or subcontract firms to provide services required.

This Request for Qualifications is subject to the Florida Consultants' Competitive Negotiations Act, Sec. 287.055, Florida Statutes, and Federal Transit Administration Circular 4220.1.F. If any terms of this RFQ are in conflict with the Statute or Circular, the terms of the Statute or Circular shall control.

Funding for this project has been made possible through grants from the Federal Transit Administration (FTA) and is contingent on strict conformance to the guidelines set forth by FTA.

MANDATORY PRE-SUBMITTAL MEETING

A Mandatory Pre-Submittal Meeting will be held on **Tuesday, November 16, 2021 at 10:00 AM CDST** in the Bay County Transit System Administration and Meeting Facility, 1021 Massalina Drive, Panama City, FL 32401.

Respondents shall attend the pre-submittal meeting. Any respondent who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize respondents with the project and answer questions.

Note: All Proposers must be present and signed in prior to the start of the Mandatory Pre-Submittal Meeting. The convener of the meeting will collect the sign in sheet(s) and the meeting will "Officially" start. Anyone not signed in at the "Official" start of the meeting will be considered late and will not be allowed to propose on the project. Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Submittal Meeting.

In the event that any discussions or questions at the pre-submittal meeting or afterward require additional clarification the TPO will issue a written summary of questions and answers as an addendum to this Request for Qualifications.

SUBMITTAL DEADLINE/DELIVERY

Sealed submittals for TPO-RFQ NO: 21-02, Architectural Services for The Design and Construction Management of a Bus Wash Facility Located at 919 Massalina Drive Panama City, Florida, are due on **Thursday, December 2, 2021 at 2:00 PM CDST**. Proposals will be submitted to the attention of Mrs. Vanessa Phillips. The address for U.S. mail and hand delivery is Bay County TPO, Bay County Transit System Administration and Meeting Facility, 1021 Massalina Drive, Panama City, Florida 32401. The telephone number is 850-248-8161; and the email address is vphillips@baycountyfl.gov. It is the responsibility of the Proposer to assure that correspondence has been received by the Bay County TPO, Bay County Transit System Administration and Meeting Facility. Submittals will be publicly opened immediately following the deadline.

If an emergency or unanticipated event interrupts normal agency processes so that proposals cannot be received at the Bay County TPO, Bay County Transit System Administration and Meeting Facility by the exact time specified in the solicitation, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the Bay County TPO, Bay County Transit System Administration and Meeting Facility is open to the public.

SOLICITATION DOCUMENTS

A copy of the Request for Qualifications is available at the Bay County Transit System Administration and Meeting Facility, 1021 Massalina Drive, Panama City, Florida 32401, and on the Bay County website: <http://co.bay.fl.us/169/Purchasing>.

POINT OF CONTACT

The Bay County Transit Program Administrator or their authorized representative Transit Procurement and Operations Technician: Mrs. Vanessa Phillips, Bay County Transit Department at (850) 248-8161, vphillips@baycountyfl.gov will be the only point of contact for this RFQ. Under no circumstances may a Respondent contact any TPO Member, Committee Member, or employee concerning this RFQ until after award. Any such contact may result in disqualification.

QUESTIONS

Respondents shall submit all questions, in writing and to Transit Procurement and Operations Technician: Mrs. Vanessa Phillips, Bay County Transit Department at vphillips@baycountyfl.gov. All questions shall be submitted no later than **Monday, November 15, 2021 at 4:00 PM CDST.**

ADDENDA

If any addenda are issued after the initial specifications are released, the TPO will post the addenda on the Bay County website: <http://co.bay.fl.us/169/Purchasing>.

It is the responsibility of the Respondent prior to submission of any proposal to check the above website or contact the Transit Procurement and Operations Technician: Mrs. Vanessa Phillips, to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

SUBMITTAL FORM

To receive consideration, all Submittals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Submittal Form. No conditions, limitations or provisions will be attached or added to the Submittal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Submittal over the signature of the Respondent.

SUBMITTAL REQUIREMENTS

Each Firm's submittal shall include sufficient information to enable the TPO to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to work or experience similar to the proposed work.

All Submittals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Submittals should be stapled together or bound with comb binding. Submittals submitted in 3 ring binders will not be accepted. Submittals shall be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFQ. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the Submittal.

Respondents should submit one **(1) original (clearly labeled "Original")**, **five (5) copies and one (1) electronic version of the package**. The electronic version should be in pdf format. If the submittal contains confidential information, such information shall be in a separate pdf document. Proposals must be submitted to the attention of Transit Procurement and Operations Technician: Mrs. Vanessa Phillips. Proposal outer

packaging must be clearly marked with "TPO RFQ #21-02" and "ARCHITECTURAL SERVICES FOR BUS WASH FACILITY in capital letters. Submittals shall be valid to the TPO for a period of ninety (90) days after the opening.

Emphasis in each Submittal must be on completeness and clarity of content.

In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFQ.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

- 1) Table of Contents (Tab 1) – 5 points
 - a) Clearly identify all sections referenced below.
 - b) Sections shall be separately tabbed for ease of reference.
- 2) General Information (Tab 2) – 10 points
 - a) Firm information
 - i. Name, address, phone, fax, email, Federal ID#, and website (if applicable)
 - ii. Date the firm was established under the name given
 - iii. Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
 - iv. Incorporation by the Secretary of State and current Florida Professional License
 - v. Brief history of the firm
 - vi. Point of contact within the firm
 - b) Litigation, disputes, default, & liens

Describe and explain any disputes, litigations and defaults, the results and settlements of any prior litigation, arbitration, mediation or other claims for a period of five years prior to submission of the RFQ.
- 3) Experience with Similar Projects (Tab 3) – 50 points

This should be a narrative description and any applicable illustrations to show that the firm understands all elements and describes the firms' experience on similar projects. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity. References will be considered in this section.

 - a) List projects which best illustrate the experience of your firm and current staff that are being assigned to this project
 - i. List no more than 5 projects, and no projects which were completed more than 10 years ago
 - (1) Name and location of the project
 - (2) The nature of the firm's responsibility on the project
 - (3) Project owner's representative's name, address, and phone number (references may be contacted and should be notified)
 - (4) Project client agency's representative's name, address, and

phone number (references may be contacted and should be notified)

- (5) Date project was completed or is anticipated to be completed
- (6) Size of project
- (7) Cost of project (construction cost)
- (8) Work for which the proposed staff was responsible
- (9) Present status of this project
- (10) Change Order history showing dollar amounts and time extensions
- (11) Project Manager and other key professionals involved on listed project and who of that staff would be assigned to this project

4) Team Experience (Tab 4) – 20 points

- a) Provide resumes for all key personnel describing their experience.
 - i. Give brief resume of personnel to be assigned to the project including, but not limited to the following information:
 - (1) Name and title
 - (2) Job assignment for other projects
 - (3) Percentage of time to be assigned full time to this project
 - (4) How many years with this firm
 - (5) How many years with other firms
 - (6) Experience
 - (a) Types of projects
 - (b) Size of projects
 - (c) What were the specific project involvements?
 - (7) Education
 - (8) Active registration(s) and certification(s)
 - (9) Provide all required licenses and certificates
 - (10) Other experience and qualifications that are relevant to this project

5) Team Qualifications (Tab 5) – 15 points

Provide an organizational chart.

- a) Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.
- b) List of consultants and subcontractors, if any
 - i. Name any consultants, or subcontractors which are included as part of the proposed team. Describe the proposed role of any persons outside your firm and their related experience. List projects on which your firm has worked with the person/firm in the past.
 - ii. Provide all required licenses and certificates.
- c) Describe how the team is experienced in complying with the Florida Consultants' Competitive Negotiations Act and the federal Buy America and Buy American requirements.

6) Required Additional Forms (Tab 7)

- a) Submittal Form
- b) Addendum Acknowledgement
- c) Federal Clauses Acknowledgement Form

- d) Government-Wide Debarment and Suspension

EXAMINATION OF WORK SITES

All prospective firms may visit the site and become familiar with the existing conditions. A tour will be conducted immediately following the pre-submittal conference. Contact Transit Procurement and Operations Technician: Mrs. Vanessa Phillips, for any other visits. No allowance will be made to any prospective firm because of a claimed lack of such examination or knowledge. Responding to the RFQ shall be construed as conclusive evidence that the prospective firm has made such examination.

CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT

The TPO shall follow the procedures set forth in Sec. 287.055, Florida Statutes and in this RFQ, to evaluate and rank the proposers, and shall begin negotiating with the highest ranked Proposer, in accordance with sub-Sections 287.055(3), (4), and (5).

The TPO shall negotiate a contract with the top ranked firm for services, at compensation which the TPO determines is fair, competitive and reasonable.

Contract price will include all charges for completing the work and shall include, insurance, taxes, field office and supervision, overhead and profit, and any miscellaneous items.

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals. No Respondent may withdraw its Submittal for a period of 90 days after the date for opening and all Submittals shall be subject to acceptance by the TPO during this period.

BASIS OF AWARD

The contract will be awarded to the responsive, responsible Respondent who ranks highest in the evaluation process based on the criteria specified in the evaluation of Submittals information enclosed in this Request for Qualifications and who successfully negotiates a fair, competitive, and reasonable contract price with the TPO.

RIGHT TO REJECT

The TPO reserves the right to:

- a. reject any or all Submittals received;
- b. select and award any portion of any or all Submittal items;
- c. waive minor informalities and irregularities in the Respondent's Submittal

A Submittal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFQ. A Submittal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Submittals, incomplete Submittals, indefinite or ambiguous Submittals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Submittals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Submittal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous

contracts. Submittals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Submittal.

FISCAL AND CONTRACT MANAGEMENT.

Bay County Board of County Commissioners acts as the Community Transportation Coordinator for the Bay Area Transportation. Contract fiscal management on behalf of the TPO will be provided by Bay County Board of County Commissioners, Transit Department.

AUDIT REQUIREMENTS

The Consultant shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The TPO, Bay County, the State of Florida, and the FTA, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to Transit Procurement and Operations Technician: Mrs. Vanessa Phillips, all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Transit Program Administrator before the successful Firm may proceed with the work.

The contract shall commence upon receipt of Notice to Proceed (NTP).

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the TPO or any other person shall not affect the risks or obligations assumed by the Consultant or relieve the Consultant from fulfilling any of the conditions of the contract.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

EMPLOYMENT ELIGIBILITY VERIFICATION

Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Consultant to perform work pursuant to the contract with the Department.

By submission of a bid in response to this document, the consultant certifies compliance with the above requirements.

HOLD HARMLESS AND INDEMNIFICATION

- a. The Consultant shall indemnify and hold harmless the TPO, and its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the design professional in the performance of the agreement.
- b. The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.
- c. The Consultant's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

DUTY TO PAY DEFENSE COSTS AND EXPENSES

- a. The Consultant agrees to reimburse and pay on behalf of the TPO the cost of the TPO's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Consultant's performance of the Contract and in which the TPO has prevailed.
- b. The TPO shall choose its legal defense team, experts, and consultants and invoice the Consultant accordingly for all fees, costs and expenses upon the conclusion of the claim.
- c. Such payment on the behalf of the TPO shall be in addition to any and all other legal remedies available to the TPO and shall not be considered to be the TPO's exclusive remedy.

PROTEST

Eligible third parties reserve the right to protest certain procurement and award decisions made by the TPO as described below. To be eligible to submit a protest action, a third party must qualify as an "interested party". An interested party is an actual or prospective bidder or proposer whose economic interest would be directly harmed by the Bay County TPO's actions. Subcontractors, individual members of contractors, or business groups that are not direct contractors do not qualify as interested parties. Interested parties may submit protests during the pre-award, bid/proposal evaluation, or post award stages of the procurement process. The Bay County Transit System will review and manage all protests received in accordance with the procedures outlined below.

Page 10 of 50

1. All protests by interested parties shall be submitted in writing to the Bay County Transit System Program Administrator. All protests shall include the following information:
 - Name of contractor including basis as an interested party
 - Name of the solicitation/contract
 - Specific basis of protest, including all relevant supporting documentation
 - Relief sought by protestor
2. All protests shall be submitted within the following timeframes
 - For protests prior to receipt of bids/proposals, all protest actions must be submitted not less than ten (10) business days prior to the due date for the receipt of bids or proposals. Protests may be rejected for failure to meet this deadline.
 - For protests during the award process, protests must be submitted prior the date of contract award.
 - For protests subsequent to contract award, protests must be submitted not later than five (5) business days subsequent to award.

EVALUATION PROCESS AND CRITERIA

The Transit Procurement and Operations Technician will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the TPO Sub-Committee.

TPO Sub-Committee

- A. Sub-Committee may consist of 3 or 5 members or the Transportation Planning Organization, or representatives selected by the TPO for the purpose.
- B. The Transit Procurement and Operations Technician will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Sub-Committee Meeting on the public notice bulletin board in the Bay County Public Transit System Administration and Meeting Facility and on the Bay County website.
- C. Members of the Sub-Committee are prohibited from discussing the project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- D. Evaluation of Submittals. Only written responses of statements of qualifications, performance data, and other data received in the transit office by the publicized submission time and date shall be evaluated.
- E. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in this RFQ.
- F. Shortlisting. The best-qualified respondents shall be based upon the Sub-Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. The top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the Transit Program Administrator, after input and discussion with the Sub-Committee, approves adding additional firms to the shortlist.
- G. Presentations/Interviews. The Sub-Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking. Notice of required presentations will be provided to the shortlisted firms on a date and at a time determined by the Transit Program Administrator, and the Transit Procurement and Operations Technician. Formal presentations to the full TPO may be required.
- H. Final Ranking. The Sub-Committee or the Transportation Planning Organization, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be approved by the Transit Program Administrator, as appropriate, prior to beginning contract negotiations.

The TPO shall negotiate a contract with the top ranked firm for services at compensation which the TPO determines is fair, competitive and reasonable as further described in the Scope of Services.

The provisions of the Request for Qualifications and the receipt of submittals from respondents shall not create any legal or other obligation between the TPO and respondents (except as expressly set out in this RFQ).

The TPO will make the selections primarily on the basis of the response to this RFQ, and any further information received from respondents, if interviewed. Although information additional to that requested in this RFQ may be provided by respondents, any consideration of this information shall be at the discretion of the TPO and its representatives. The TPO shall be the sole judge of the award of this project to the respondent considered by the TPO to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of the TPO.

REFERENCES QUESTIONNAIRE
(TO BE COMPLETED BY THE TPO)

Proposer's Name _____

Proposer's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of the TPO:

1. Briefly describe the work the Proposer performed for your company.	
2. How well did the Proposer adhere to the agreed upon schedule? <small>Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.</small>	
3. How would you rate the Proposer's quality of work? <small>Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.</small>	
4. How would you rate the Proposer's use of adequate personnel in quantity, experience and profession? <small>Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.</small>	
5. How would you rate the Proposer's use of appropriate equipment and methods? <small>Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.</small>	

Score	
Divided by	4
= Average Score	

BAY COUNTY TPO
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

- a. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property. The Consultant shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b. The TPO may order work to be stopped if conditions exist that present immediate danger to persons or property. The Consultant acknowledges that such stoppage will not shift responsibility for any damages from the Consultant to the TPO.
- c. The Consultant acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on TPO property, including in the Consultant's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Transportation Planning Organization, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the TPO. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the TPO's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the TPO is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the TPO can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the TPO's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

- a. The Consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the TPO, on policies and with insurers acceptable to the TPO. These insurance requirements shall not limit the liability of the Consultant. The TPO does not represent these types or amounts of insurance to be sufficient or adequate to protect the Consultant's interests or liabilities, but are merely minimums.
- b. Except for workers' compensation and professional liability, the Consultant's insurance policies shall be endorsed to name the TPO as an additional insured to the extent of the TPO's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Consultant waives its right of recovery against the TPO, to the extent permitted by its insurance policies.
- d. The Consultant's deductibles/self-insured retentions shall be disclosed to the TPO

and may be disapproved by the TPO. They shall be reduced or eliminated at the option of the TPO. The Consultant is responsible for the amount of any deductible or self-insured retention.

- e. Insurance required of the Consultant or any other insurance of the Consultant shall be considered primary, and insurance of the TPO shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the TPO, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

- f. WORKERS' COMPENSATION COVERAGE

The Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Consultant shall also purchase any other coverages required by law for the benefit of employees. The Consultant shall provide to the TPO an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

- g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Consultant shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

- h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

- i. PRODUCTS/COMPLETED OPERATIONS

The Consultant is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the TPO's acceptance of renovation or construction projects.

- j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

- k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

- l. CERTIFICATES OF INSURANCE

- 1. Required insurance shall be documented in Certificates of Insurance which

provide that the TPO shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION, 1021 Massalina Drive, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the TPO by the Consultant. **The Bay County TPO and Bay County Board of County Commissioners shall be named as an Additional Insured for both General Liability and Business Auto Liability.**

2. New Certificates of Insurance are to be provided to the TPO at least 15 days after coverage renewals.
 3. If requested by the TPO, the Consultant shall furnish complete copies of insurance policies, forms and endorsements.
 4. For the Commercial General Liability coverage the Consultant shall, at the option of the TPO, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.
- m. **RECEIPT OF INSUFFICIENT CERTIFICATES**
Receipt of certificates or other documentation of insurance or policies or copies of policies by the TPO, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements herein.

4. **ADDITIONAL INSURANCE**

If checked below, the TPO requires the following additional types of insurance.

☒ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Consultant shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Consultant shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project

aggregate limit of N/A is required by the TPO for this agreement or contract.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the TPO an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the TPO. This is redundant coverage if the TPO is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the TPO and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for TPO**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the TPO.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of **N/A**

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the TPO's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the TPO's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Pollution Legal Liability Coverage** **N/A**

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

SUBMITTAL FORM
TPO-RFQ 21-02

This submittal of _____, ("Firm") organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Transportation Planning Organization, Bay County, ("TPO").

In compliance with the Advertisement for Submittals, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: _____
Prepared By: _____
Contact Email: _____
Address: _____
Telephone: _____
Consultant's License No: _____

Signature of Authorized Representative

Date

SEAL: *(If bid is by Corporation)*

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of Firm: _____

Authorized Signature _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call Transit Procurement and Operations Technician, Vanessa Phillips, Bay County Board of County Commissioners, Transit Department at (850) 248-8161, or email vphillips@baycountyfl.gov prior to submitting your submittal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

1. No appointed or elected official, member or other officer or employee of the Bay County Transportation Planning Organization (TPO), or of the Bay County Board of County Commissioners (BOCC), or their affiliates and subsidiaries which consist of the Bay Town Trolley (BTT) and Bay Area Transportation (BAT) Public Transit Systems is interested directly or indirectly, in any manner whatsoever in or in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof; or has been or will be offered or given any tangible consideration in connection with this Proposal/Contract.

Yes ☐

No ☐

If yes, please explain:

2. Proposer covenants that neither Proposer nor, to the best of the Proposer's knowledge after diligent inquiry, any director, officer, owner or employee of the Proposer has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.

Yes ☐

No ☐

If yes, please explain:

3. In the event Proposer has no prior knowledge of a conflict of interest as set forth in "1" and "2" above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Proposer shall promptly bring such information to the attention of the Transit Procurement and Operations Technician, Ms. Vanessa Phillips. Proposer shall thereafter cooperate with the any review and investigation of such information, and comply with any instruction it receives from the Transit Procurement and Operations Technician in regard to remedying the situation.

Name of Firm:

Authorized Signature

Printed Name:

Title:

Date:

APPENDIX 1 – ARCHITECTURAL DESIGN SCOPE OF SERVICES

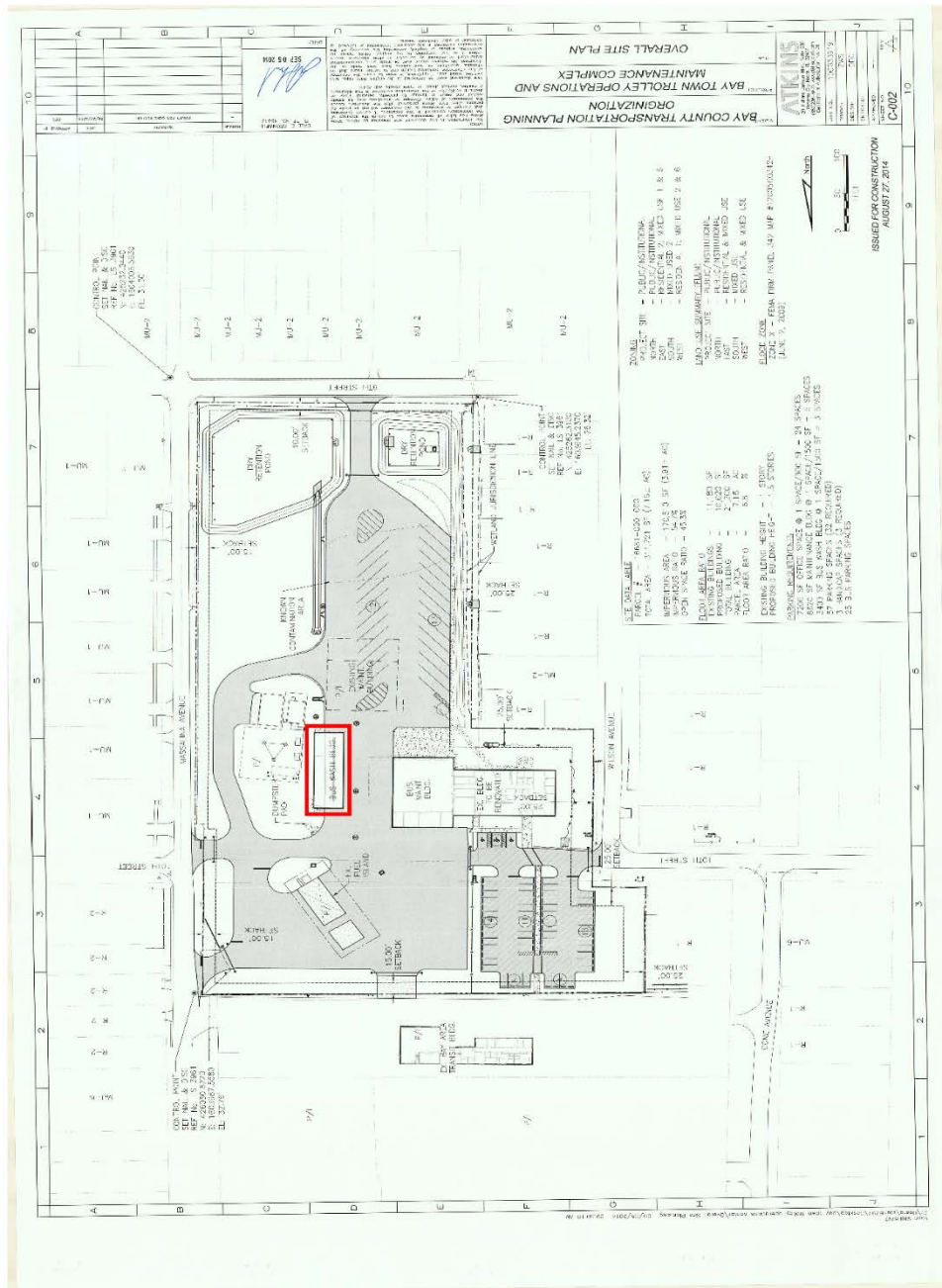
Section 1. Introduction

Section 2. Scope of Services

Attachment 1. Aerial photo location map.

Attachment 2. Conceptual Site Plan





APPENDIX 2 – FEDERAL CLAUSES

Acceptance of Federal Clauses

This procurement shall conform in all respects to the Federal Transit Administration's Federally Required and Other Model Clauses including but not limited to the clauses listed below:

- Fly America Requirements
- Seismic Safety
- Energy Conservation
- Access to Records and Reports
- Federal Changes
- No Government Obligation to Third Parties
- Program Fraud and False or Fraudulent Statements and Related Acts
- Termination
- Debarment and Suspension
- Civil Rights Laws and Regulations
- Patent Rights and Rights in Data
- Disadvantaged Business Enterprise (DBE)
- Prompt Payments
- Incorporation of Federal Transit Administration (FTA) Terms
- Conformance with ITS National Architecture
- Special Notification Requirements for States
- Access Requirements for Persons with Disabilities
- DHS Seal, Logo, and Flags
- Equal Employment Opportunity
- Safe Operation of Motor Vehicles
- Notification to FTA

Certification

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Seismic Safety

Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser,

authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

- (1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying

contract.

- (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

- (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
- (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and

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accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall

allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations,

as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

- d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved

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program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S.

DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

- h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,
- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
- j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Patent and Rights in Data

Contracts Involving Experimental, Developmental, or Research Work (\$3,500 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

- (1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice

under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

- (1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

- A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,
- B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,
- C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions

for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

- D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and
- E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,
- F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

- G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,
- H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,
- I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and
- J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written

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approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Special Notification Requirements for States

Applies to States

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. Notification of Federal Participation

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To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 identity, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor 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.
- (6) The contractor will furnish all information and reports required by Executive Order 11246

Page 45 of 50

of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government 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.
- (8) The contractor will include the provisions of paragraphs (1) through (8) 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 contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's

administration or enforcement of federal laws, regulations, and requirements.

- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

APPENDIX 2 – FEDERAL CERTIFICATIONS

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or

- (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Request for Qualifications
TPO-RFQ No. 21-02
Design and Construction
Management of a
New Bus Wash Facility
Bay County, Florida



December 2
2021



December 2, 2021

ATTN: Mrs. Vanessa Phillips
Transit Procurement and Operations Technician
Bay County TPO
Bay County Transit Administration and Meeting Facility
1021 Massalina Dr.
Panama City, FL 32401

RE: TPO-RFQ No. 21-02

Dear Mrs. Phillips and Members of the Bay County TPO Selection Committee,

Keeping buses clean and presentable is an important task for a bus operator such as Bay County TPO. A clean bus not only is appealing to riders, but also results in a safer vehicle. Cleaning off dirt, debris, and potential corrosive contaminants from both the exterior sides and undercarriage of the buses prevents damage that might compromise vehicle operation, as well as extends a bus's operating life. Ultimately, having an efficient, effective way to wash buses at your facility site can be a long-term cost saver, as well as help maintain Bay County TPO's public image for quality and cleanliness of services.

With that, a well-designed, safe, and efficient bus wash is an essential need at any transit facility. As a daily part of your overall maintenance cycle, your bus wash needs to not only be able to effectively clean the buses without causing damage, but needs to be designed in such a way that it promotes efficiency at your facility site, allowing bus operators to access and exit the wash in a way that streamlines operations and maintains safety for pedestrians and other vehicles on the site.

We know that a vehicle wash itself is an expensive building and system that requires the best equipment to help you not only effectively wash your fleet, but also reduce costs, waste, and downtime at your service site. Equipment and systems must be carefully chosen to address your washing needs; an un-informed equipment selection can result in damaged bus surfaces or inadequately cleaned vehicles. In addition, system features such as water reclamation systems can help users cut down on resource costs while promoting sustainability on the site.

We recognize how important all these factors and more are for a bus wash facility as we've encountered washing facilities for buses and vehicles of all types across our more than **900 operations and maintenance facility projects**. As national leading experts in operations and maintenance (O&M) facility design, HDR is recognized as innovators and specialists in just this type of facility design project.

We hand-picked a project team that combines the best in local and national experience for this project, bringing you project benefits that include:

Local Knowledge with National Expertise

HDR's recent work with the Bay County TPO led by Project Manager Brian Waterman, AICP, and Ed Coven, Transit Project Principal, has provided experience with and an understanding of the TPO's requirements, needs, and expectations. We know regional concerns and conditions, and we've selected

hdrinc.com

315 S. Calhoun St., Suite 800, Tallahassee, FL 32301
T 850.329.1440 F 850.329.1441

essential team members with direct experience in your service area. Tom Rieger, HDR's Facility Design Manager, is also familiar with the Bay County Transit planning needs from his previous work at the *Maintenance Design Group*. As part of the Design Team, Tom (as part of the Maintenance Design Group) undertook planning and design for the space needs and master plan of the transit maintenance facility and renovation of two buildings at Bay County. Combining Tom's O&M Facility Design knowledge with Brian and Ed's local Bay County transit experience, the Bay County TPO has the best in local and national experience.

Specialty Experience with Bus Wash Facility Design

Excellent bus washes are designed by teams that understand the impacts a bus wash structure, system, and equipment has not only on your fleet, but your overall facility functional operations as well. HDR's experience on similar vehicle wash facilities across the nation highlighted in our proposal, has fostered a team that knows the latest in innovative facility design and who understands how to apply these principles to a successful project.

Wash Equipment and Systems Expertise

Design of a high-functioning, durable bus wash facility requires experience and understanding of how to select, coordinate, and specify bus wash equipment - and how to design systems that are sustainable for their operational life. With our unique Equipment Coordination System, our O&M Facilities Design experts are able to access a comprehensive library of vehicle maintenance facility equipment and efficiently select, specify, and coordinate the best in service equipment, including bus wash systems. With our ongoing engagement with equipment and systems manufacturers and reputation for including the most innovative solutions in facilities, we will help you design a state-of-the-art bus wash facility that will meet your need not just now - but into the future.

We look forward to working with Bay County TPO to design the best and most sustainable bus wash facility possible.

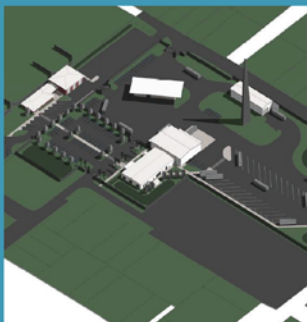
Sincerely,
HDR Engineering, Inc.



Brian Waterman, AICP
Project Manager
850.329.1443
Brian.Waterman@hdrinc.com



Ed Coven
Project Principal
850-329-1448
Ed.Coven@hdrinc.com



Understanding of Bay County Transit

As part of the Design Team, our O&M Facilities Design specialists (performing at the time of the project as Maintenance Design Group) undertook planning and design for the transit maintenance facility and renovation of two Bay County buildings. This project, completed in 2016, included a new bus wash facility, fare box drop off area with adjacent fare collections room, new parking for existing and future transit buses, new parking for employees, remodeling the existing office spaces, remodeling the existing building shop spaces to convert into office space.

Tab 1



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Tab 2



General Information

General Information



HDR combines the best in local knowledge and experience with specialized, recognized expertise in planning and designing bus service & wash facilities for operators around the nation.

Brief History

HDR specializes in architecture, construction services, engineering, environmental and planning. While we are most well-known for adding beauty and structure to communities through high-performance buildings and smart infrastructure, we provide much more than that. We create an unshakable foundation for progress because our multidisciplinary teams also include scientists, economists, builders, analysts and artists.

HDR Engineering - Started in 1917

A lot can change in more than 100 years. Technologies improve, communities evolve, people come and go. But to withstand a century of disruptions, you must be built on a solid foundation. At HDR, that foundation has always been our communities. When H.H. Henningson founded the Henningson Engineering Company in Omaha, Nebraska, in 1917, his focus was on helping rural Midwest towns adapt to

a changing world. He brought power to the plains and water treatment systems where it was needed most.

It was Henningson's work ethic and commitment to the community that fueled the company's growth. In 1996, we instituted a broad-based employee-ownership model which has supercharged our growth. Twenty-five years later, more than 90% of our employees across the world own some form of HDR stock or equity. Today, we're nearly 10,000 employees strong with more than 200 offices around the globe. While we can't say what our future holds, we know we'll be right there with our clients, collaborating and creating in the only way we know how — together.

With local offices, skilled engineers, and experienced architects, we bring local perspective and experience to support your bus wash project.

Firm Information

i. Name, address, phone, fax:

HDR Engineering, Inc.
315 S. Calhoun Street, Suite 800
Tallahassee, FL 32301-1872
Phone (850) 329-1440 | Fax (850) 329-1441

Federal ID: 470680568

Website: hdrinc.com

ii. Date firm was established: 1917

iii. Type of ownership: Employee-owned corporation

iv. Incorporation by Secretary of State: June 20, 1985.

Copy of certificate provided in Tab 6.

v. Point of Contact:

HDR Engineering
Brian Waterman, AICP | M: 850.339.9969
brian.waterman@hdrinc.com

vi. Litigation, disputes, defaults and liens:

HDR does not have any disputes, litigations, defaults or other claims in the past five years that would impact our ability to provide services to Bay County.

01

Facility Design

Each facility project comes with its own needs and challenges, requiring a tailored design approach. Our facility design practice specializes in the planning and functional design of vehicle fleet operations and maintenance facilities. We have a proven approach to develop cost-effective designs, realize energy savings, and achieve performance goals, focusing on sustainable, functional facilities that meet the needs of fleet owners today – and tomorrow.

Sustainable Solutions

Our O&M Facilities Design specialists are leaders in the design of sustainable maintenance and operations facilities, including the first LEED Gold bus transit maintenance facility for the City of Tempe, AZ, and the nation's first two LEED Platinum maintenance and operations facilities in the US.

We've brought this focus on sustainable design to our bus wash projects, designing systems such as Zero Water Bus Wash for Pasadena Transit's new Operations and Maintenance facility in California. We know that these systems not only are more environmentally sound, but also save money for the operator in the long term.

A Proven Process

Our equipment industrial design system provides the latest information on all relevant equipment, manufacturers, and specifications, making project delivery faster, less expensive, and easier.

By utilizing our **Equipment Coordination System (ECS)**, equipment selection for your facility project is streamlined and efficient. We have established an extensive, well-researched library of industrial shop equipment, complete with cutsheets, datasheets, and specification information.

Each piece of equipment in our ECS has an easy-to-read datasheet which provides key descriptions of each item as well as detailed coordination information. Cutsheets and Functional Models are also included, providing visual data on the item, as well as details such as clearances.

This ECS is borne out of years of close collaboration and contact with equipment manufacturers, as well as lessons learned on each project.

We've applied our proven process to:



**900+ O&M
FACILITY
PROJECTS**



**260+ BUS FACILITY
PLANNING/
DESIGN
PROJECTS**

KEY CONSIDERATIONS IN BUS WASH DESIGN

Wash systems play an important role in maintaining the entire fleet. Vehicles that are cleaned properly last longer, and create a more enjoyable experience for both the staff maintaining the vehicles and the public. Understanding the capabilities of each type of system will see that a range of vehicle types are washed thoroughly, while still allowing for water saving options or other environmentally-friendly goals.

There are several factors to be considered in the appropriate vehicle wash system selection including (but not limited to):

- Frequency of wash
- Desired wash time
- Number of vehicles washed
- Size of wash bay
- Facility budget
- Profile of vehicle
- Stormwater capture & other sustainable practices
- Water treatment
- Water reclamation
- Air dryers/wipers
- Climate & environment/elements
- Bike racks on buses
- Vehicle-mounted equipment

Innovative Industry Firsts

We're known for designing industry firsts; ideas that were first to the market and have now become industry standards. But we don't design these "firsts" in a vacuum. We work with clients, partners, manufacturers, and contacts outside the transit industry to come up with tailored solutions that fit client needs. If it works for a client, it will probably get noticed. So our industry firsts raise the bar across all maintenance facility design standards – that's good for you and your clients alike.

One such innovation is use of the "hybrid" four-brush, drive-through bus washer, which uses a combination of both high-pressure and conventional rotating brushes. This combination effectively washes the front, top, and rear of the bus with directed high-pressure, detergent laden water. Fixed side brushes activate to avoid damage to bus mirrors.

We've also championed sustainable, innovative solutions such as a full water reclamation system where wash water is captured in the wash bay and gravity separated prior to cyclonic filtration. This reclaimed water is stored and reused in the wash cycle. In addition, a unique feature we have used for past bus wash facility efforts is the utilization of captured storm water in the bus wash as a viable means of reducing fresh water use. Storm water from the roofs is collected and stored in an above or underground storage tank. Upon washer demand, this water is filtered, softened, sent through a reverse osmosis treatment and utilized in lieu of fresh water. The untreated stored water can also be used for site irrigation and represents a significant water saving opportunity for your facility.

We know that bus washes can use anywhere from 70 to 400 gallons per wash depending on the manufacturer. Most bus washes with a water reclamation system are able to prevent 80% of the water from being sent to the sanitary sewer system.



Turning Challenges into Opportunities

With any project, the ability of the entire project team to collaborate and work together to solve problems is critical to success. Typical challenges we have faced on bus wash projects include:

As-built Documentation: As-builts may not be available, especially for utilities. We will consider added effort for testing power meters to find out current electricity usage. On our recent wash design efforts for RTC of Southern Nevada at the IBMF bus facility, for example, HDR hired a subcontractor to install a meter for 30 days to observe usage. Reviewing a year's worth of utility bills may not be available or feasible if there isn't adequate sub-metering on site.

Maintaining Operations during Phased Build-Out:

Transit agencies can't afford to take bus service out of operation at any time during renovation, and need to continue to deliver high-quality service to their customers. We will break out the phasing of Wash and Vac improvements to no more than one lane or bay at a time. For example, Pierce Transit's Maintenance and Operations Base Improvement project in Washington (for which our O&M Facilities Design specialist are currently providing services) is planned with seven phases of construction for site improvements, and six phases of renovation and expansion for the maintenance building, all while maintaining 100% operations in an over-capacity condition.

State of Good Repair: Developing a plan to keep Bay County Transit's new equipment and building systems in a state of good repair, maximizing quality and efficiency, and minimizing call-backs is critical to realizing an immediate return on investment. HDR has been providing transit agencies with comprehensive Facility Maintenance Plans (FMPs) for maintaining all building components, systems, and equipment items for more than 25 years. If desired, we can work with you to develop an FMP for your bus wash facility that will help you maximize the life of your wash.

Wet Environment Finishes: Durability of heavy vehicle wash finishes has always been a challenge at bus bases. We pioneered and recommend the use of Polyurea Coatings (Rhino Liner) on all finished surfaces, including bar joists and the undersides of the metal deck. We've recently used this product in design of vehicle washes at the LA Metro Division 14 Rail Operations & Maintenance Facility in California, Denton County Transit Authority Bus Operations and Maintenance Facility in Texas, and the Iowa City Public Works Facility in Iowa - to great success.

Tab 3



Similar Project Experience

Experience with Similar Projects

1) Name and location:

RTC Sunset Maintenance Facility
(SMF) Bus Wash Design
Las Vegas, NV

2) Firm's responsibility:

Prime: HDR (formerly Maintenance Design Group)

- Project Management;
Architecture; Engineering;
Facility Design (incl. Equipment
Industrial Design)

3) Owner's name, address and phone:

RTC of Southern Nevada
600 S. Grand Central Pkwy.
Ste. 350
Las Vegas, NV 89106
Phone: (702) 676-1500

4) Project client agency's rep name, address and phone:

Evan Wade (Jacobs, Contractor,
Owner's Rep for RTC)
600 S. Grand Central Parkway,
Suite 350, Las Vegas, NV 89106
(702) 676-1578
WadeE@rtcsonv.com

5) Completion date:

2022 (ongoing)

6) Size of project

Facility Size:
2,950 sf

7) Cost (const.): \$3.2M

8) Work for which staff was responsible:

*Same as 2) Firm responsibility

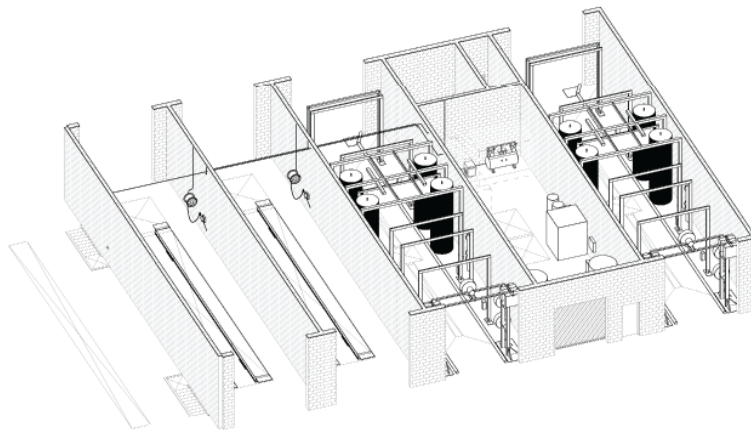
9) Status: Ongoing

10) Change order history:

Two (2) Design change orders
Reason: Unforeseen design changes
requested by owner (previously
out of scope)

11) Key staff who would be assigned to Bay County project:

Noreen McMahon
Ross Hansen



RTC of Southern Nevada Sunset Maintenance Facility (SMF) Bus Wash Design

Las Vegas, Nevada

The bus washing facility at RTC of Southern Nevada's Sunset Maintenance Facility (SMF) required upgrades to better serve the diverse fleet of vehicles serviced at SMF, as well as equipment and system upgrades that would make the wash more efficient and environmentally friendly. Issues such as surface pond runoff ponding in the parking lot outside the wash were key concerns for RTC, as such water collection was wasteful and potentially environmentally detrimental. To help upgrade the wash facility and solve these issues, HDR was engaged to provide engineering and design for this upgraded bus wash facility.

To start off the project, the team reviewed and assessed the site conditions and usability of existing wash systems, while exploring alternate options to increase

sustainability and reduce water usage.

Two existing bus wash systems were upgraded with new structures and components, extending the overall lifespan of the equipment while keeping operational costs low.

The team also undertook conversion of an existing chassis wash bay into new bus wash lane for paratransit vehicles, adding new trench drains and providing design and engineering for upgrades to the existing bus wash systems and equipment.

Highlights:

- Equipment included in the project was required to meet FTA's Buy America standards.

1) Name and location:

RTC of Southern Nevada IBMF Bus Wash Upgrades
Las Vegas, NV

2) Firm's responsibility:

Prime: HDR (formerly Maintenance Design Group)

- Project Management;
Architecture; Engineering;
Facility Design (incl. Equipment
Industrial Design)

3) Owner's name, address and phone:

RTC of Southern Nevada,
600 S. Grand Central Pkwy.
Ste. 350
Las Vegas, NV 89106
Phone: (702) 676-1500

4) Project client agency's rep name, address and phone:

Evan Wade (Jacobs, Contractor,
Owner's Rep for RTC)
600 S. Grand Central Parkway,
Suite 350, Las Vegas, NV 89106
(702) 676-1578
WadeE@rtcsonv.com

5) Completion date: 2020**6) Size of project:**

- Fixed route wash: 4,800 sf
- Paratransit 1,600 sf

7) Cost (const.)

\$2.5M

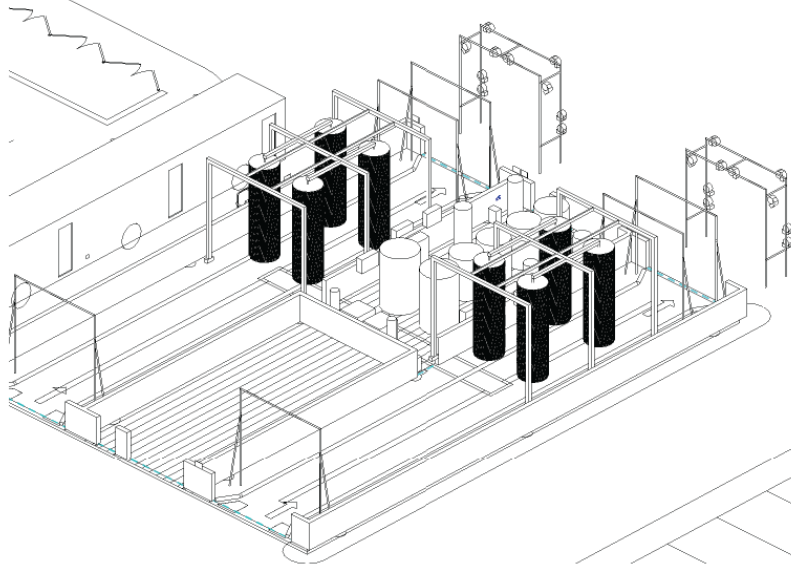
8) Work for which staff was responsible:

Project Management; Equipment
Industrial Design; Mechanical/
Electrical Engineering; Civil
Engineering; Construction
Administration

9) Status: Completed 2020**10) Change order history**

Two (2) Design Change Orders*

11) Key staff who would be assigned to Bay County project: Noreen McMahon
Ross Hansen

**RTC of Southern Nevada IBMF Bus Wash Upgrades**

Las Vegas, Nevada

RTC in Las Vegas was experiencing operational deficiencies with their existing wash equipment installed in the early 2000s.

Our O&M Facilities Design specialists (formerly *Maintenance Design Group*, now part of HDR) led a multi-disciplined design team in the coordination and replacement of two fixed-route and one Paratransit automated wash bays. The design team carefully ensured that modifications made to the existing structures were minimal to provide the most cost-effective solution.

The new wash systems implemented a water reclamation and treatment system, drawing a significant amount of the water used after each wash cycle, which was then recycled and reused in subsequent wash cycles. This allowed RTC to drastically reduce their water usage, enabling a sustainable design.

Highlights:

- Constructed in phases and incorporated means of temporary wash to accommodate and minimize disruption of the existing operation.

**Reason for Change Orders: First Change Order (CO) was due to unforeseen effort required from civil discipline due to requirements from City Building Department. Second CO was due to lack of compliance from subcontractor during project submittal review, which resulted in additional review time.*

1) Name and location:

Charlotte-Douglas International
Airport (CDIA) Bus Wash Facility
Charlotte, NC

2) Firm's responsibility:

- Specialty Facility Design
Consultant

3) Owner's name, address and phone:

Charlotte-Douglas International
Airport (CDIA)
5601 Wilkinson Blvd.
Charlotte, NC 28208
(704) 359-4836

4) Project client agency's representative name, address and phone:

Jeff Friar PE, CDIA Airport Design
Manager
5601 Wilkinson Blvd.
Charlotte, NC 28208
(704) 359-4836
jefriar@cltairport.com

5) Completion date: 2018**6) Size of project:**

- 4,500 sf

7) Cost (const.): \$1.2M**8) Work for which staff was responsible:**

- Space Needs Program
- Equipment Industrial Design
- Construction Administration

9) Status: Completed**10) Change order history:**

As specialty subconsultant, we
did not manage change orders

11) Key staff who would be assigned to Bay County project:

Tom Rieger



Charlotte-Douglas International Airport (CDIA) Bus Wash Facility

Charlotte, North Carolina

Our O&M Facilities Design specialists started schematic design for this new bus wash by confirming the program, developing the initial concept design and updated the site master plan through a design charrette, discussing with CDIA staff any new wash facility equipment needs for use in the new bus wash and developing an equipment list including price list.

During design development and construction documents, our team coordinated with bus wash manufacturers and provided detailed wash equipment layout drawings, specifications and design coordination in concert with the rest of the comprehensive Design Team for the equipment and functionality of the facility.

During construction, our specialists provided review of RFI's and equipment shop drawings for installation of the equipment into the facility and assist the

contractor with resolving functional and equipment related issues.

Highlights:

- The topography on the existing parking lot was challenging, so carefully considering the location of the wash with regards to the current flow of traffic was crucial.



1) Name and location

Metropolitan Council Bus Wash
Construction Administration
Minneapolis, MN

2) Firm's responsibility

Prime for Construction
Administration

**3) Owner's name, address
and phone**

Metro Transit (part of
Metropolitan Council)
560 Sixth Avenue North
Minneapolis, MN 55411-4398
612-373-3333

**4) Project client agency's rep
name, address and phone**

Robert Rimstad, Metro Transit
Project Manager
560 Sixth Avenue North
Minneapolis, MN 55411
p: 612.349.7768
email: robert.rimstad@
metrotransit.org

5) Completion date: Ongoing

6) Size of project

Varies by wash

7) Cost (const.)

Varies by wash

**8) Work for which staff was
Responsible**

- Specification development
- Construction administration
tasks and punchlist

9) Status

Ongoing (3 of the 4 facilities)
4th to be completed 2022

10) Change order history: No
change order

**11) Key staff who would
be assigned to Bay County
project**

Tom Rieger
Norren McMahon



Metropolitan Council Bus Wash Construction Administration

Minneapolis, Minnesota

Minneapolis Metro (part of the Metropolitan Council) had bus wash systems that were old and antiquated. The washes at multiple sites were starting to require costly monthly repairs. To reduce costs and refresh their wash systems, Metro determined it was essential to undertake a system-wide wash replacement, with an aim to increase functionality and install systems that were provided by one manufacturer for ease of maintenance and repair.

Our O&M Facilities Design team helped Metro write the specification for bus wash systems, and are now currently performing construction administration services, including reviewing submittals, answering RFI's, site visits and punchlists.

Our O&M Facilities Design team helped Metro write the specification for bus wash systems, and are now currently performing construction administration services, including reviewing submittals, answering RFI's, site visits and punchlists.

1) Name and location:

LA Metro Division 13 Bus
Operations & Maintenance Facility
Los Angeles, California

2) Firm's responsibility:

Prime Design team lead for entire
facility design

**3) Owner's name, address
and phone:**

LA Metro
1 Gateway Plz Mailstop 99-18-2
Los Angeles, CA 90051-0296
213.922.2000

**4) Project client agency's rep
name, address and phone:**

Tim Lindholm, LA Metro Executive
Officer, Capital Projects
PO Box 512296
Los Angeles, CA 90051
p: 213.922.7297
email: lindholmt@metro.net

5) Completion date: 2015**6) Size of project:**

Total Bldg: 520,000 sf
Transportation Bldg: 18,000 sf
Parking Garage: 430,000 sf
Maintenance Bldg: 70,000 sf
Chassis/Non-Revenue Vehicle
Fueling & Wash: 2,000 sf

7) Cost (const.): \$98M**8) Work for which staff was
responsibility:**

- Project Management
- Space Needs Program
- Site Master Plan
- Functional Facility Design
- Equipment Industrial Design

9) Status Completed**10) Change order history:** 10***11) Key staff who would
be assigned to Bay County
project:**
Tom Rieger

LA Metro Division 13 Bus Operations & Maintenance Facility

Los Angeles, California

Our O&M Facilities Design team served as design team lead for this major, flagship bus operations and maintenance facility in downtown Los Angeles. There were two bus washers included in the facility; both are advanced hybrid design (with brush and high pressure spinner washers) with in bay water collection and maximum water recovery for reclamation and reuse.

The bus wash system can use captured site stormwater stored in a below ground tank. The water is filtered, stored, and utilized by the wash system in lieu of fresh water connections. The wash has an automatic switching system that allows for a switch to fresh City water when stormwater is unavailable. The system uses the water as efficiently as possible to wash the buses.

An additional innovative collaboration with the neighboring jail property involved the installation of a trench drain within the Metro driveway that allows approximately 30,000 gallons of weekly fire/sprinkler flush water from the jail to be rerouted onto Metro property, where it was captured in two cisterns totaling 275,000 gallons and reused within the building for bus washing functions.

**Reasons for Change Orders: Owner-directed design changes, schedule extensions, re-design services, and extended construction support services*

Tab 4



Team Experience



Brian Waterman, AICP

Project Manager

Brian is a Senior Transportation and Transit Planner has with over 20 years of experience in operations, budget development, research and outreach with a broad range of internal and external stakeholders and community partners. He strives to provide clients with his passion for improving transit efficiency, meeting customer needs and integrating technology.

RELEVANT EXPERIENCE

EDUCATION

Master of Science, Urban Planning

Bachelor of Science, Geography and Planning

REGISTRATIONS

American Institute of Certified Planners (AICP), United States National Registration, No. 021136

INDUSTRY TENURE

20 years

HDR TENURE

4 years

PERCENTAGE ASSIGNED

FULL-TIME TO THIS PROJECT
30 %

Bay County Transportation Planning Organization, Bay Town Trolley Comprehensive Operations Analysis and Transit Development Plan Major Update

Panama City, FL
Project Manager. HDR completed a systematic review of the Bay Town Trolley Transit System to gain an understanding of how well it is delivering services to its customers, identify route restructuring and infrastructure placement opportunities to bring service back to pre-Hurricane Michael levels, and developing a 10 year strategic transit plan. The work included significant public engagement, developing route profiles, and identifying opportunities for expansion. The development of the COA involved modeling different route configurations to improve on-time performance, decrease travel time, and provide greater opportunities for customers to get to key destinations. As project manager, I served as the voice of the client to the project team, making sure the client's needs were being met by asking questions on service delivery, bus operations, project feasibility, and implementation costs.

Bay County Transportation Planning Organization, Bay Town Trolley General Planning Consultant

Panama City, FL
Project Manager. HDR was selected to serve as the General Planning Consultant for Bay Town Trolley through the Bay County Transportation Planning Organization. Worked with the agency to develop policies and procedures to conduct Passenger Mile Surveys for the National Transit Database (NTD).

Escambia County Area Transit Authority, Americans with Disabilities Act Study

Pensacola, FL
Project Manager. As project manager, Brian and his team conducted a thorough assessment of each bus stop in the Escambia County Area Transit Authority (ECAT) system for compliance with Americans with Disabilities (ADA) Act requirements. The summary report identified stops that are or are not ADA compliant, the necessary improvements to make the stops ADA compliant, and identified potential funding mechanisms.

West Florida Regional Planning Council, EC Rider Transit Development Plan

Fort Walton Beach, FL
Project Manager. Brian led the efforts to develop a long-term transit plan for a small urban transit system with a tourism-based economy. The goals of the TDP are to increase system awareness, improve system awareness, and identify innovative ways to connect customers to hospitality jobs on the beach from residential communities in the northern part of the county. The TDP will be financially constrained and provide strategies to increase ridership and grow the system. In addition, Brian took the time to ride key routes in the system to gain an understanding of the customers' experience. These ride-alongs and subsequent interactions with customers and operators identified challenges with navigating the system and led to proposing innovative and cost-effective solutions that should improve system performance.



Ed Coven

Transit Project Principal

Ed has 37 years of experience in Florida transportation planning and state grant programs. Prior to joining HDR, Ed served for 23 years as FDOT's State Transit Manager and was responsible for transit grants and finance, planning and automation, as well as safety and transit operations. He developed Florida's New Starts Transit Program, which led to FDOT's funding and development of the SunRail Commuter Rail system, as well as ongoing rail transit, BRT and bus corridor, and demonstration projects across the state. Ed served as Commissioner and Advisor with the Florida Commission for the Transportation Disadvantaged. As Chair of FDOT's Statewide Planning and Modal Development Managers group, Ed was the Department's lead contact with FTA, state and national level professional organizations, and Florida's transit agencies. In September of 2019, Ed was inducted into the Florida Transit Hall of Fame by the Florida Public Transportation Association.

EDUCATION

MSP, Urban and Regional Planning, Florida State University, 1983
 B.S., Geography, Florida State University, 1981

INDUSTRY TENURE

37 years

HDR TENURE

2 years

PERCENTAGE ASSIGNED

FULL -TIME TO THIS PROJECT
 10 %

**Experience outside of HDR*

RELEVANT EXPERIENCE

FDOT Central Office, State Funded New Start/Small Start Guidance

Tallahassee, FL
 Project Principal. Ed authored "FDOT Guidelines for Rail Transit and BRT Advancement Outside of the FTA Capital Investment Grant Program." The guidance assisted FDOT by providing a process and program criteria for the application, review, project rating, and approval of funding requests for state funded rail transit and BRT projects in Florida.

Cambridge Systematics, FDOT New Starts Task Team

Statewide, FL
 Project Principal. Ed served as part of the team to provide professional and technical consulting services to assist the FDOT Project Manager and New Starts task team. This team was appointed to develop rating criteria and implement the application and project rating process for the State New Starts Transit Program.

FDOT District 6, Bus on Shoulders Julia Tuttle Causeway

Miami-Dade County, FL
 Project Principal. Ed performed gap analysis and report on existing plans and documentation to advance a bus on shoulder project connecting the City of Miami with the City of Miami Beach.

FDOT Transit Office, State Transit Manager*

Tallahassee, FL
 Ed managed the Department's Transit Office, serving as principal advisor on all statewide transit rail, bus, paratransit and commuter services programs. He lead the staff of professional positions in developing, managing, and implementing state and federal transit grant and funding programs, transit planning, and transit operations programs such as bus procurement and transit safety oversight. Ed also served as primary liaison to the FTA for all programs, including the development and funding of major capital facilities. He was responsible for the development and implementation of Florida's New Starts Transit Program, which included project development and the securing of state and federal funding for the development of passenger rail and bus rapid transit systems. Recent projects include the SunRail commuter rail system in central Florida, the extension of Miami's Metrorail to Miami International Airport, and the implementation of the I-95 Express Bus Services on the managed express lanes in South Florida. Ed served in chair or leadership roles on boards and committees including modal work groups for development of the Florida Transportation Plan and Strategic Intermodal System and the Modal Applications Working Group of the Florida Automated Vehicles Committee.



Tom Rieger

Facility Design

Tom Rieger has more than a decade of experience with maintenance facility planning and design, including more than 100 facility projects for transportation and municipal clients. His responsibilities typically include programming, master planning, and equipment selection, specification, and layout for new or renovated facilities, as well as Facility Maintenance Plans that allow facility owners to continue to operate their facilities with maximum efficiency.

Tom helps maintain, create, and utilizes our unique O&M Facilities Design Equipment Coordination System (ECS) to select specialty equipment for shops. Tom coordinates with manufacturers worldwide to capture equipment details, coordination concerns, and specification information for hundreds of shop equipment items. He also provides quality reviews for the entire ECS library based on experience with and in-depth understanding of specialty shop equipment. For this effort, he will bring his keen eye for detail and knowledge of this project type to reviews, seeing that deliverables are concise, coordinated, and correct.

RELEVANT EXPERIENCE

CDIA New Bus Wash Facility

Charlotte, North Carolina

Senior Facility Designer, undertaking schematic design through construction administration for a new bus wash facility at the Charlotte-Douglas International Airport.

Met Council Bus Wash Replacement

Minneapolis, Minnesota

Senior Facility Designer, providing construction administration services to support the replacement of bus wash systems at the East Metro Garage, Heywood Garage, and MJ Ruter Garage. Tom and the team are responding to RFIs, reviewing submittals, and conducting an on-site installation review and punch list.

LA Metro Division 13 Bus Operations and Maintenance Facility

Los Angeles, California

Facility Designer, preparing construction documents for the new Division 13 bus maintenance facility. The facility was designed to house 200 bus equivalents (including 125 45-foot buses and 50 articulated buses). The ground level accommodates all bus maintenance and servicing functions, including CNG fueling and parking for the articulated buses. The remainder of the fleet is parked on an upper level parking structure. The employee parking is located in a lower-level structure. A public alternative fuels station is located across the street. Two bus washers were included in the facility.

Regional Transportation Commission (RTC) Sunset Bus Maintenance Facility - Facility Maintenance Plan

Las Vegas, Nevada

Facility Designer, working to develop a facility maintenance plan (FMP) for the new RTC Sunset Bus Maintenance Facility. The manual

FMP, developed for the facility and equipment operations and maintenance documents, is based on predictive and preventive maintenance tasks outlined on work orders. The FMP for the Sunset Bus Maintenance Facility includes comprehensive work order packages for each of the six buildings on the site. It also includes work orders, a master schedule matrix, daily work orders, work order location maps, and other tools that allow a modern computer based approach to work for this simple predictive FMP system.

Gold Coast Transit District Administration and Operations Facility

Oxnard, California

Senior Facility Designer, reviewing and confirming the 2013 Space Needs Program, Master Plan, conceptual designs for the new facility site and each of the buildings, as well as providing final design services and construction documents (as well as assistance in bid review and construction administration through move-in). The new facility houses maintenance, operations, administration, and fuel and wash spaces for the District's fleet of 125 CNG-fueled buses.

Bay Town Trolley Transit Maintenance Facility

Panama City, Florida

Senior Facility Designer, performing at the time of the project as Maintenance Design Group. Tom was responsible for the planning and design of a transit maintenance facility, as well as design for the renovation of two buildings. The Bay County Transportation Planning Organization (TPO) operates the Bay Town Trolley, which needed a new transit maintenance facility and renovation of existing buildings, including one shared with Bay Area Transportation (BAT).

EDUCATION

Bachelor of Science,
Design Technology,
Bemidji State University,
2002

Associate of Applied
Science, Architectural
Drafting and Design,
Northland Community
& Technical College
(NCTC), 1999

INDUSTRY TENURE

19 years

HDR TENURE

12 years

PERCENTAGE ASSIGNED

FULL-TIME TO THIS PROJECT
30 %



Noreen McMahon, PE

Mechanical/Plumbing Engineering

Noreen is an accomplished professional mechanical engineer and LEED Accredited Professional, with more than three decades of experience. She provides guidance to the mechanical team on engineering design standards, and specification writing, leveraging her extensive experience providing mechanical designs, specifications, cost estimates, construction drawings, and field observation for a variety of projects. Noreen brings a unique focus and specialized knowledge of operations and maintenance facility mechanical and plumbing engineering to the team. Noreen has been the lead mechanical engineer for over 18 automated vehicle washes, and over 20 manual washes for para-transit, buses, light rail vehicles, and commuter trains in the past five years.

RELEVANT EXPERIENCE

RTC Sunset Maintenance Facility Bus Wash

Las Vegas, Nevada

Senior Mechanical/Plumbing Engineer, providing design and construction administration assistance for modifications including removal, replacement, and upgrades of two existing bus washers and one new wash bay, with U-shape trench drains outside entry and exit at the SMF site. Provided mechanical/engineering/plumbing team guidance, as well as fire and life safety design contract documents that consisted of drawings and specifications.

RTC IBMF Bus Wash Facility Upgrades

Las Vegas, Nevada

Lead Mechanical/Plumbing Engineer, providing engineering support during the assessment and design for removal, replacement, and upgrades to three existing wash bays at the IBMF site. The new wash systems implemented a water reclamation and treatment system, drawing a significant amount of the water used after each wash cycle, to be recycled and reused in subsequent wash cycles.

Napa Valley Transit Bus Maintenance Facility

Napa, California

Senior Mechanical Engineer, providing industrial piping design, equipment coordination and third party review of mechanical and plumbing systems for a new bus maintenance facility. The project involved design of a new, standalone building with four-brush automatic vehicle wash with up to 80% water reclaim saving over 200,000 gallons of water per year.

TriMet Colombia Bus Base

Portland, Oregon

Senior Mechanical Engineer, providing industrial piping design and equipment coordination for the bus base for servicing and maintaining TriMet's fleet. The project includes a new standalone building adjacent to fueling islands with two new wash bays, two chassis wash bays and a PM/Preventative Maintenance bay. Each wash bay has a 6-brush

automatic vehicle wash with reverse osmosis water rinse and water reclamation. The chassis wash bays are equipped with a flush mounted vertical lift platform and a high pressure hot water pressure washer with two wands with reels. The PM bay includes a heavy duty wheel alignment system with a performance-based brake tester and road simulator.

Pasadena Transit Operations and Maintenance Facility

Pasadena, California

Senior Mechanical Engineer, providing mechanical design (including HVAC, plumbing, and fire suppression) for this new Transit Operations and Maintenance Facility (TOMF). This new facility will support the operations of the Pasadena Transit fixed-route services and Pasadena Dial-A-Ride paratransit services. Noreen and her team also provided industrial piping. Noreen and the team designed highly sustainable features and systems, such as a Zero Water Bus Wash system.

WMATA Andrews Federal Bus Garage

District Heights, Maryland

Senior Mechanical Engineer, providing industrial piping design for a new Bus Operations and Maintenance and a Heavy Repair and Overhaul Facility (HR&O). Sized compressors, dryers, receivers and compressed air distribution piping for the 175-bus operations and maintenance garage. The garage includes maintenance, operations, fuel, wash, bus parking, and employee/visitor parking. The HR&O includes bus rehab bays and support spaces, central warehouse, support vehicle maintenance, bus engineering, and employee/visitor parking. The facility includes three 4-brush automatic vehicle washers with reverse osmosis water rinse and water reclamation, located adjacent to the vault/fare pull and diesel fueling. The facility also includes a chassis wash bay with a flush mounted vertical lift platform and high pressure hot water pressure washer with two wands with reels.

EDUCATION

Bachelor of Science,
Mechanical Engineering,
Widener University

REGISTRATIONS

National Council
of Examiners for
Engineering and
Surveying (NCEES), #16-
997-26

PROFESSIONAL ENGINEER

Arizona, #66742
Colorado, #29208
California, #M38448
Delaware, #8241
Florida, #82520
Illinois, #062069626
Maryland, #50415
Michigan, #6201067495
Minnesota, #54439
North Carolina, #044333
Nevada, #024596
Oregon, #93745PE
Tennessee, #119863
Texas, #125812
Utah, #10440965-2202
Virginia, #402 057095
Washington, #54889
Wyoming, #10641

INDUSTRY TENURE

36 years

HDR TENURE

5 years

PERCENTAGE ASSIGNED

FULL-TIME TO THIS PROJECT
25 %



Ross Hansen, PE

Electrical Engineering

Ross is a Senior Electrical Engineer with more than 38 years of electrical engineering experience providing technical power solutions to numerous public and private clients. His electrical engineering expertise integrates with the functional and equipment design capabilities of our O&M Facilities Design teams, providing our clients with a more holistic, comprehensive design solution. In his work on vehicle wash design projects, Ross provides electrical systems design to power wash and dryer equipment, including verification of electrical service capacity to power the wash and drying equipment, power feeds to wash equipment control panel and dryer control panels. He also works with equipment manufacturers to coordinate the distribution of power from wash control panels to the various blowers, dryers, rollers, and other power-consuming equipment.

EDUCATION

Bachelor of Science,
Architectural
Engineering, University of
Colorado, Boulder, 1979

REGISTRATIONS

National Council
of Examiners for
Engineering and
Surveying (NCEES),
#11831

PROFESSIONAL ENGINEER

Professional Engineer
California, #21725
Colorado, #25873
Florida, #82132
Maryland, #50422
Minnesota, #54489
Michigan, #6201069456
Nevada #7209
New York, #97613-1
North Carolina,
#044023
Tennessee, #119910.
Texas, #125825
Utah, #333070-2200
Virginia #057211
Washington, #54486

INDUSTRY TENURE

41 years

HDR TENURE

5 years

PERCENTAGE ASSIGNED

FULL-TIME TO THIS PROJECT:
10 %

RELEVANT EXPERIENCE

RTC IBMF Bus Wash Facility Upgrade

Las Vegas, Nevada

Electrical Engineer-In-Charge for replacement of existing bus wash systems. Assured capacity of the existing electrical services. This project involves the identification for removal, replacement, and upgrades of the three existing bus washes at the IBMF site in North Las Vegas.

RTC Sunset Maintenance Facility (SMF) Bus Wash Design

Las Vegas, Nevada

Senior Electrical Engineer, providing electrical systems input for modifications, including removal, replacement, and upgrades to two existing bus washers and one new wash bay. The wash facility includes U-shaped trench drains outside entry and exit points at the site.

Gold Coast Transit District Administration and Operations Facility

Oxnard, California

Senior Electrical Engineer for the new \$35M facility, which will house maintenance, operations, administration, and provide fuel and wash services for the District's fleet of 125 CNG-fueled buses. The project is on track to receive LEED NC (V4) certification.

Pasadena Transit Operations and Maintenance Facility

Pasadena, California

Senior Electrical Engineer for this new Transit Operations and Maintenance Facility (TOMF). This new facility will support the operations of the Pasadena Transit fixed-route services and Pasadena Dial-A-Ride paratransit services. Engaging with power distribution and emergency generators for critical and life safety loads, as well as a generator tap box into which Metro will plug a Metro-owned generator to power the CNG facility. The facility will have energy-efficient LED lighting and daylighting and will be California Code 24 compliant. The project includes design for highly sustainable features and systems, such as a Zero Water Bus Wash system.

Napa Valley Transit Bus Maintenance Facility

Napa, California

Provided peer review services during development of the facility Master Plan. Verified electrical systems design, system layout and capacities, and how the design reflected the owners wants, needs and criteria. Provided review comments for consideration for inclusion into the facility design.

DDOT Coolidge Bus Maintenance Facility

Detroit, Michigan

Senior Electrical Engineer, responsible for electrical design, including lighting design and compliance calculations; power, including coordination with maintenance, HVAC equipment, and utilization devices; site power distribution; specifications; lighting and power coordination to avoid conflicts; and emergency power and generator sizing and placement. The DDOT recognized that it needed to rehabilitate their existing, fire-damaged Coolidge Facility in order to keep up with service demands for 200 buses in the fleet. The facility, when rehabilitated, will store and maintain both 40-foot and articulated buses for regular service and for heavy repair. Ross and the team also designed 17 additional electrical services to support phased future electric bus charging. A bus wash facility is included as part of the renewed facility.

Colowyo Elk Ridge Collom Mine Facility

Meeker, Colorado

Electrical Engineer-in-Charge. Serving as Electrical Engineer of record for the electric engineering services for this new mining maintenance and operations facility. Design included power distribution within the site between the maintenance, administration, wash, fueling and salt/sanding structures, site lighting and site lighting controls. Ross led and participated in design of the power, lighting, lighting control, life safety and low voltage systems for the maintenance, administration, wash, fueling and salt/sanding structures.



Adam Senk

Fire Life Safety/Fire Suppression

Adam is a registered Fire Protection Engineer with over 10 years of experience in the field. Responsibilities include life safety and building code compliance. He is versed in the following codes and standards but not limited to: International Building Code, International Fire Code, NFPA Standards, and FM Standards. His role includes building code analysis, life safety analysis, design of automatic detection and suppression systems, and water supply analysis.

RELEVANT EXPERIENCE

EDUCATION

Master of Engineering,
Fire Protection, University
of Maryland, 2009

Bachelor, Architectural
Engineering (Mechanical
Systems/HVAC), Penn
State University Park,
2006

REGISTRATIONS

Professional Engineer
Fire Protection
Alabama #39240-E
Delaware #24759,
Georgia #PE045222,
Michigan #6201063684
North Carolina #036937
New York #102928
South Carolina #30059
Tennessee #123460
Virginia #0402061127
West Virginia #24035

INDUSTRY TENURE

15 years

HDR TENURE

13 years

PERCENTAGE ASSIGNED

FULL-TIME TO THIS

PROJECT:

10 %

Capital Metro Transportation Authority, Program Management Owner Representative (PMOR)

Austin, Texas

Fire Life Safety Engineer. Project Connect is a plan designed to create a system of high-capacity transit (HCT) options that will connect people, places, and opportunities in an affordable, efficient and sustainable way throughout Central Texas. The Plan includes specifically targeted solutions that address deficiencies in existing services and identifies HCT investments that add mobility options for the region. Capital Metropolitan Transportation Authority (Capital Metro) is partnering with other transportation agencies (City of Austin, Texas Department of Transportation [TxDOT], Central Texas Regional Mobility Authority [CTRMA], and Capital Area Metropolitan Planning Organization [CAMPO]) and has been working closely with residents, workers, and community groups to develop a transit plan that addresses the region's short- and long-term needs. As the PMOR, HDR is augmenting Capital Metro staff to deliver the Project Connect vision by providing program management services including scheduling, cost control, cost estimating and technical document review. Services include program/project management, scheduling and cost control, cost estimating, community outreach, graphics and visualizations, conceptual and preliminary engineering, alternatives analysis, and technical document review.

City of Murfreesboro, Murfreesboro Transit Center

Murfreesboro, Tennessee

Fire Life Safety Engineer. This project is for a new transit center in Murfreesboro for the City's Rover Bus service. Project includes 3-acre site development, transit operations plan, transit center architectural design, maintenance systems design, construction plans, public involvement, and construction administration. Project estimated at \$10M.

Infrastructure Ontario, Technical Advisor Ontario Line

Ontario, Canada

Fire Life Safety Engineer. HDR serves as the Technical Advisor for the approximately CAD\$10.9-billion Ontario Line, a free-standing subway in Toronto. It is a proposed 16-kilometer rapid transit line, with 15 proposed stations (8 underground, 5 aerial, and 2 at-grade stations), connecting Exhibition Place through downtown Toronto to the Ontario Science Centre. As the Technical Advisor and in 11 months, the HDR team led the effort to perform preliminary engineering, develop project specifications and create reference documents for a multi-package procurement approach that will involve several traditional and alternative delivery methods.

FDOT Miami District 6, SR 25/Okeechobee Rd. from West of Krome Avenue to East of NW 117th Avenue

Miami, Florida

Fire Life Safety Engineer. HDR's responsibilities include roadway design, drainage design, utilities coordination, miscellaneous structures design, signing and pavement markings, signalization, lighting, landscape architecture, and ITS design. A roadway alternative analysis is being performed which includes new traffic counts, traffic modeling, and traffic forecast demand.



Matt Brawley

Civil Engineering

Matt has over 16 years civil design experience. He has worked on heavy civil projects across the United States, and renewables projects in over 26 states and Canada. He has worked as an Owner's Engineer for multiple clients on the civil side of PV and Substation projects. He is experienced with projects in Florida, and understands the site challenges and needs in the region.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Civil Engineering, Civil Engineering, Southern Illinois University, 2003

REGISTRATIONS

Professional Engineer
Connecticut #0035159
Florida #71552
Kentucky #27444
Ohio #85639
Tennessee #121359

INDUSTRY TENURE

16 years

HDR TENURE

11 years

PERCENTAGE ASSIGNED

FULL-TIME TO THIS PROJECT:
10 %

**Experience outside HDR*

ARDOT, AHTD On-Call Design services for 2011-2016

Various Counties, Arkansas

Civil Engineer. The contract consists of on-call services for the design of various highway projects including traffic signal design and construction plans, traffic coordination studies and conceptual design studies. Work orders issued for eleven (11) contracts totaling twelve (12) different construction contracts. The projects include Safe Routes to School (SRTS) sidewalk projects, highway widening projects, Interstate Rehabilitation Projects (IRP), traffic signal projects, and major urban widening and interchange projects. This project had a total of 417.8 feet of drilling, including 109.7 feet of rock coring, 39 standard penetration tests and 11 Shelby tubes were performed within the drilling operations.

First Marine Properties, Port of Calvert City

Calvert City Kentucky

Project Manager. HDR has been retained to provide permitting and engineering services for both First Marine Properties and the Marshall County Calvert City Riverport Authority for the project.

PV Facility Site Design

North Carolina

Civil Engineer. HDR provided design engineering services for the general layout and execution of detailed design for a transmission level utility interconnected photovoltaic power plant. The work included all planning, review, execution, studies and deliverables for the site layout, civil engineering plan set, electrical engineering plan set, and structural engineering plan set. Permit documents for Zoning and planning and vegetative plan development was included in the work along with stormwater and erosion control plan development.

Kentucky Trans Cabinet Headquarters, KY 80 at KY 7 Interchange

Floyd, Kentucky

Civil Engineer. Design of a newly constructed two-way access ramp in Garrett, Kentucky that will provide access to both KY 80 as well as local access to residents on Frog Alley Road. This project is complicated by the presence of mined out areas in the project area. Two design phases involve investigating three alternates, geotechnical investigation, digital terrain modeling, topographical surveying, final road and structure design.

Coral Pine Crossing*

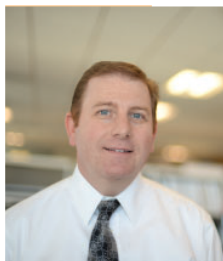
Ft Meyers, Florida

Project Manager, responsible for site and environmental permitting, stormwater analysis, traffic analysis, and survey coordination associated with the construction of a 6 acre office park near Fort Myers, Florida. This project included designing a stormwater management system that was capable of detaining and discharging at rates that was acceptable for inclusion in the Florida Department of Transportation's stormwater conveyance system.

Key West Express Port Facility*

Ft Meyers Beach, Florida

Project Manager, responsible for the re-zoning, site and environmental permitting, stormwater analysis, traffic analysis, utility coordination, and coordination with USACE FDEP, and County officials. The port facility included 3 buildings, 2 docking facilities and parking for 300 guests.



Michael Little, PE, LEED AP BD+C

Civil Engineering

Michael is a professional Civil Engineer with civil site design and permitting experience for commercial industrial single and multi-family residential military projects. His experience includes site planning residential roadway design water and wastewater conveyance systems grading and earthwork analysis stormwater management and conveyance systems erosion and sediment control and value engineering. Michael's project experience technical background and excellent communication provide an innovative skill set that cultivates efficient solutions to difficult design challenges.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Science, Civil Engineering (Bachelor of Science in Civil Engineering), Florida State University, 2004

REGISTRATIONS

North Carolina #037911
LEED AP BD+C No. 10450435-AP-BD+C

PROFESSIONAL

MEMBERSHIPS

American Society of Civil Engineers (ASCE), Southern Branch and Catawba Branch

INDUSTRY TENURE

17 years

HDR TENURE

7 years

PERCENTAGE ASSIGNED

FULL-TIME TO THIS PROJECT:
20 %

*Experience outside of HDR

LYNX Blue Line Extension*

Orlando, Florida

Project Manager and Lead Engineer for Erosion Control. The CATS LYNX Light Rail Blue Line Extension project starts in uptown Charlotte and extends northeast to UNC Charlotte. This 9.4 mile dual track light rail project contains multiple stations to serve the northeast sector of Charlotte. Improvements to existing infrastructure along the corridor include road widening, storm drainage, water lines, sewer lines, utilities, among others. The project is split into three segments A, B, and C. Each segment is further divided into Civil and Advanced Utility packages. Michael worked as Project Manager and lead designer for Erosion Control Design. He managed rigorous schedule for all 6 packages each package is subjected to four individual submittals to client. He coordinated with the project team; managed quality control processes; resolved conflicts and comments; and completed NCDENR erosion control permitting packages.

Hampton Roads Sanitation District, Bridge Street Pump Station Replacement

Hampton, Virginia

Civil Engineer. HDR is designing a new 16.6 MGD sewage pump station to be located in a highly visible location in downtown Hampton VA. Pump station design balances operation and maintenance concerns with a focus on minimizing the station's impact to the neighboring community

City of Charlotte, Coliseum Creek Stream Restoration Planning and Design

Charlotte, North Carolina

Civil Engineer. The restoration of approximately 6,060 linear feet of headwater tributaries to Sugar Creek. Project objectives included: improving stream habitat, provide functional uplift, and generate stream mitigation credits that will be included in the City of Charlotte Umbrella Stream and Wetland Mitigation Bank. This role also included stream and wetland delineations, Section 404/401 permitting, and site-specific mitigation plan development. HDR is currently providing construction administration during construction of the project.

USACE - Charleston District, Bldgs Y109 & W131 Assessment Renovation/Addition

Norfolk, Virginia

Civil Engineer. Warehouse Y-109 Renovation and Addition, HDR provided architecture and engineering design, topographic surveys, HAZMAT surveys, and fire protection engineering. Sustainability reviews were held throughout the design to improve efficiency and reduce operating costs. A phased construction plan was also developed to allow continuous operations during construction.



Bruce Bradley, PE, SE

Structural Engineering

Bruce's responsibilities include structural design for both building and bridge type structures. He prepares staged construction plans, estimates of probable costs; and project reports, as well as structural engineering planning, design, and construction documents. He also provides structural engineering for new buildings including manufactured buildings. His experience includes design and plan preparation of buildings and other structures including concrete water holding tanks, circular and rectangular clarifiers, water control and other miscellaneous structures on a variety of building and fish hatchery projects, including new construction and rehabilitations

RELEVANT EXPERIENCE

EDUCATION

Associate of Applied Science, Lincoln Land Community College (LLCC), 1993

Associate of Science, Lincoln Land Community College (LLCC), 1993

Bachelor of Science, Civil Engineering, University of Illinois at Urbana-Champaign (UIUC), 1995

REGISTRATIONS

Professional Engineer
Florida #79125
Connecticut #0031804
Georgia #PE040726
Hawaii #PE-18108
Illinois #062-054446
Structural Engineer, Illinois #081006102
Maine #PE15026
Michigan #6201067516
Minnesota #54108
North Carolina #040043
Ohio #78236
South Dakota, #9034
Virginia #402059736
Vermont #18,0093304
Wisconsin #43838-6
West Virginia #21320

INDUSTRY TENURE

26 years

HDR TENURE

24 years

PERCENTAGE ASSIGNED

FULL-TIME TO THIS PROJECT:

25 %

Capital Development Board, DMA Camp Lincoln Construct Main Access Drive/Vehicle Inspection Area

Springfield, Illinois

Structural Engineer. This project involved the construction of a new secure entrance and vehicle inspection facility for the Illinois National Guard Headquarters in Springfield, Illinois. The planned improvements had to fit a site with very limited space to develop and the architectural style of the buildings had to blend with the numerous brick structures at the 554,777 sf, 52 building military facility constructed in 1903.

National Guard Bureau, NGB 6 Multiple ANG Projects

Multiple Locations

Driven by the need to provide appropriate air refueling support to major commands of the United States Air Force (USAF), HDR collaborated with the National Guard Bureau (NGB) to design operational improvements for five separate air bases.

FDOT Miami District 6, Indian Creek Design-Build Support Services

Miami Beach, Florida

Structural Engineer. HDR provided support services during the Request for Proposal (RFP) / Concept Plans Phase of the Indian Creek Design-Build project from 24th Street to 41st Street in Miami Beach, FL. Specific tasks include RFP review, concept plans review, stakeholder coordination, meetings, and contract maintenance.

Florida Fish & Wildlife Conservation Commission, Florida Bass Conservation Center

Webster, Florida

Structural Engineer. Bruce provided the design for the two-story reinforced masonry office building, foundation design for three pre-engineered metal buildings, design of numerous water control structures, drum microscreen effluent structures and various other water-bearing structures for a new fish hatchery complex.

Duke Energy, Fort White to Perry Substation

Florida

HDR was hired for approximately 30 miles of line upgrade design. This project involved taking an existing 69kV line and upgrade it to a double circuit 69kV and 115kV line for the length of the corridor. A complete design package was created for the construction of this project.

AFL-CIO Building Renovation

Florida

Structural Engineer. Provided structural design for the renovation of an existing four-story office building. The renovation included the conversion of the first floor into vehicle parking and complete removal and replacement of the majority of the other floors.



Cochise Robertson, EI

Facility Design

Cochise is a Facility Designer with a unique focus on planning and design for operations and maintenance facilities. His responsibilities include programming, concept design, master planning, and equipment manual preparation, and equipment layout during design of facilities. Cochise also provides expertise in equipment industrial design, as he researches, coordinates, and prepares specifications and drawings for specialty equipment items to be included in each project.

Cochise also serves as a Building Information Model (BIM) specialist on projects. He is responsible for keeping track of changes in discipline models and making edits and updates to project equipment models, and also assists on managing Architectural models as necessary. Cochise enjoys helping municipal, transportation, Federal, and similar clients meet their facility design goals. He knows that a well-designed, sustainable, and efficient facility is an essential part of allowing cities, counties, agencies, and businesses provide excellent service to their customers and communities.

EDUCATION

Certificate, Architecture,
Columbus State
Community College, 2016

Bachelor of Science,
Architecture, Ohio State
University, Columbus,
2011

INDUSTRY TENURE

10 years

HDR TENURE

3 years

PERCENTAGE ASSIGNED

FULL TIME TO THIS PROJECT:
30%

RELEVANT EXPERIENCE

Minneapolis Metro Garage (Heywood II)

Minneapolis, Minnesota

Facility Designer. Providing equipment industrial design services for Heywood II, a bus operations and maintenance garage located on property currently owned by Metro Transit. The new garage will serve approximately 220 buses (186 operating buses) and will be located near the existing Fred T. Heywood garage (Heywood I). The new facility designs includes charging stations for electric buses. These are included in a specific area within the parking area for charging buses overnight. The area includes special infrastructure for connecting buses to a dedicated charging system. Sustainable design solutions include a transpired solar collector wall, radiant floor heating, green roofs, and rainwater capture bus wash systems.

Murfreesboro Transit Center

Murfreesboro, Tennessee

Facility Designer for a new transit center in Murfreesboro that will serve the City's Rover Bus service. A comprehensive planning and design team led by HDR was selected to provide programming, planning, full design services, and construction administration for the new facility. The designs include a three-acre site development, transit operations plan, transit center architectural design, maintenance systems design, construction plans, public involvement, and construction administration. After revisiting and updating an existing space needs program, the team planned/designed a public waiting area, Transit Operations, Administration, bus berths, parking, additional exterior areas, and a unique arrangement for a transit center, with inclusion of a bus wash and light maintenance space. Cochise managed the Architectural BIM model for this effort.

DDOT Coolidge Bus Maintenance Facility

Detroit, Michigan

Facility Designer, providing programming and planning services, with a focus on specialty shop equipment industrial design. The DDOT recognized that it needed to rehabilitate their existing, fire-damaged Coolidge Facility in order to keep up with service demands for their 300 bus fleet. The facility, when rehabilitated, will store and maintain both 40-foot and articulated buses for regular service and for heavy repair. After developing a new space needs program, the team began design on Transit Operations & Maintenance, Administration, Paint & Body repair, Fuel & Wash, Parking, and additional exterior areas.

Amtrak Rensselaer Car Wash

Rensselaer, New York

Facility Designer. Provided professional, technical and support services during design phase services for this upgrade of an existing car wash. HDR is expected to provide building survey as needed for proper layout of equipment.

Amtrak Sunnyside Car Wash

Queens, New York

Facility Designer. Provided professional, technical and support services during design phase services for this upgrade of an existing, aging car wash. HDR teams visited the site to review existing equipment/infrastructure and interview local personnel to gain necessary information of operation. Design considerations included replacement of piping, detergent storage tanks, and controls of the existing system. A new tag reader will be added. Bid documents will be produced for the car wash, tanks, piping, and utility improvements as the project moves towards completion.



Todd Case

Transit Architecture

Todd has over 20 years of project architect experience for federal, state, public, and private sector clients. His experience has focused primarily on large, complex public sector projects including light rail systems, public health complexes, museums, and historic preservation projects. Todd's role as a Senior Project Architect combines his passion for design and engineering and allows him to find technical solutions which enable design ideas to be realized in an efficient, cost effective manner.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Architecture,
Virginia Polytechnic
Institute and State
University

REGISTRATIONS

Registered Architect,
NC 9075
Registered Architect
SC AR.10488
LEED Accredited
Professional, BD+C

INDUSTRY TENURE

24 years

HDR TENURE

3 years

PERCENTAGE ASSIGNED

FULL TIME TO THIS PROJECT:
10 %

Berkeley/Charleston/Dorchester Council of Governments, Lowcountry Bus Rapid Transit *Charleston, South Carolina*

Architect. Lowcountry Rapid Transit (LCRT) is developing a 23-mile bus rapid transit (BRT) system which will connect the communities of Charleston, North Charleston, and Summerville along the US 78/US 52 (Rivers Avenue) corridor. The HDR team is providing a full set of transit project development services for BCDCOG in the planning of this corridor. Todd is overseeing the programming, design, and documentation of the system architecture components including the station areas for all BRT stops, bus transit centers, and the upgrades and modifications to be made to the Operations and Maintenance Facility. It also included evaluating additional alternative alignments, completing NEPA documentation, FTA coordination, design plans and environmental permitting. Communication to stakeholders is critical on this project, and in support of project development HDR is implementing a robust strategy that promotes multi-level engagement through tools that include a project website, videos, static and dynamic visualizations, social media strategy, online meetings, pop up events, and community and public workshops.

City of Wilmington, 4th Street Building Rehab *Wilmington, North Carolina*

Project Manager. Todd is leading the architecturally-driven team for the rehabilitation of an existing historic building to create modern WMPO office spaces. The project involves coordination between multiple disciplines, team members, and subconsultants.

Staples Mill Amtrak Station

Richmond, Virginia

Architect, Overseeing Design. Virginia Department of Rail and Public Transportation (DRPT) hired HDR to provide preliminary design for a new Amtrak station to replace the current Staples Mill Amtrak Station; this project builds on the work HDR performed for the DC2RVA project which sought to enhance rail service between Washington DC and Virginia. HDR is overseeing all aspects of the design including the required rail realignments, station area development, and transit oriented development study for the greater station area. Ridership for the Staples Mill Station is growing and the station is expected to be the largest station in the southeast prompting the DRPT to begin planning for the replacement of the existing station. Todd is overseeing the design of the new station and station area while coordinating the integration of the new station with the evolving transit oriented development plan.

Durham-Orange Light Rail Transit Project

Durham, North Carolina

Architect. HDR was selected to lead the final design of GoTriangle's 17.7-mile Durham-Orange light rail transportation system to accommodate 26,000 trips a day. As the prime consultant, HDR led track design, bridge and structure design, station and facility architecture, traffic management, utility relocation, site planning and roadway design as well as provided overall project management.

Todd led the effort to integrate each of the 19 stations into its environs by working with GoTriangle and area representatives to create a space which would reflect the identity of the light rail but fit within and be well received by the immediate neighborhood.



MOCA

FIRM & LOCATION

MOCA Systems, Inc.
1069 E. John Sims Pkwy
Niceville, FL 32578

YEARS OF EXPERIENCE

40

YEARS WITH FIRM

22

EDUCATION

BS, Environmental Design
and Construction Science,
University of Oklahoma

TRAINING/CERTIFICATIONS

AACEI Certified Cost
Professional (CCP) #2453,
Since Feb 2007

ORGANIZATIONS

Society of American Military
Engineers (SAME) Emerald
Coast Post

Association for the
Advancements of Cost
Engineers International
(AACEI)

Todd Waddle, CCP

Senior Cost Estimator

Summary

Todd Waddle has over 40 years of experience with construction, cost estimating, and project management in the Panhandle of Florida. He prepares budget, schematic, and detailed design construction cost estimates for facility and infrastructure project types supporting various Federal, State, and Local Government Agencies. His responsibilities include quantity take-offs, cost estimating, value engineering, market assessments, construction scheduling, and quality control. Software & Training: Trained user of MII, PC-Cost, RSMMeans, and PACES software estimating systems. Completed U.S. Army Corps of Engineers' Construction Project Programming Preparation Course.

Relevant Project Experience

Repair B503 Enterprise Mission Operation Center, Tyndall Air Force Base, FL

Prepared detailed cost estimates at each design phase for the \$5.0M, 9,250 SF renovation to include replacement of exterior and interior doors and finishes, mechanical, fire protection, electrical, and communications system upgrades, restroom renovations, egress ramps, and landscape renovations.

Integrated Academics Training Center, Eglin Air Force Base, FL

Prepared detailed cost estimates at each design phase for the \$31.6M construction of an 84,480 SF multi-story facility that consists of training classrooms, high-bay maintenance training rooms, administrative support space, general storage, associated site development, utility and pavement infrastructure, and landscaping.

Construct DeJarnette Vehicle Gate, Tyndall Air Force Base, FL

Prepared detailed cost estimates at each design-build of the \$10.6M reconstruction of a vehicle access control point that includes widening road pavement, replacing the perimeter security fencing, adding active/passive vehicle barriers, constructing a Guardhouse and canopy structure to withstand hurricane winds, and install all utility infrastructure.

Special Operations Forces Maintenance Training Facility, Hurlburt Field, FL

Prepared detailed cost estimates at each design phase to replace the \$16.3M, 36,802 SF high bay maintenance training facility construction with space for Weapons Load Trainer, C-130 aircraft, training rooms, classrooms, administrative offices, and storage areas and includes utilities, site improvements, pavements, and wetlands excavation and fill.

Security Enclave Study, NAS Pensacola, FL

Prepared budget cost estimates for each study phase document to relocate entry security gates, adding two new vehicle access gates, access roads, security fencing, and area beautification improvements to the golf course, VA cemetery area, National Naval Aviation Museum, and Lighthouse area.

Aircraft Maintenance Unit & Weapons Hangar, Hurlburt Field, FL

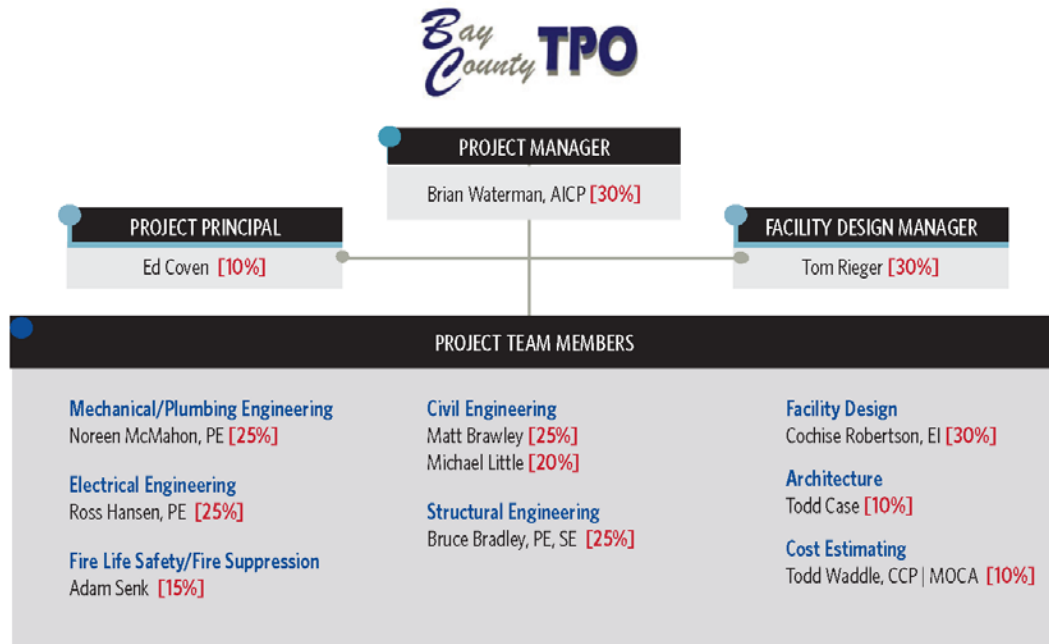
Prepared detailed cost estimates for each design phase document for the \$5.4M system repairs to clean, inspect, reline, and replace over 47,000 LF of sanitary sewer pipeline and 49 manholes.

Tab 5



Team Qualifications

Project Team



WORKLOAD [Percentage of time to be assigned full time to this project]

We have provided an estimate for the percentage of time team members will be assigned to this project in red and it's also noted on each resume. To execute the scope of work, HDR will meet with Bay County Transit to outline a detailed plan and dedicate team resources for this project. We will adapt our team workloads to keep this project moving on or ahead of schedule and to meet your goals for this project.

A Message from Our Project Manager



Brian
Waterman, AICP

"Coordination and collaboration are the most important elements in a new facility project. It is critical to establish clear expectations with regard to scope implementation and form a clear understanding of facility goals before initiating work. At HDR, we have an established equipment selection methodology and we combine this with a technical approach to planning and programming. Collaboration with other engineering disciplines is essential in order to calibrate the basis of design and set requirements for support systems such as utilities and process piping. We have been successful in communicating with our clients and team, early and often, to deliver projects on time and on budget."

A) Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.

Our proposed project team is strategically designed to bring the leading local and national experts who bring you the best in design experience. Project Manager Brian Waterman, AICP, will lead our project team, along with Thomas Rieger, Facility Design Manager. They will be the main contacts for Bay County Transit and will be responsible for the distribution of information and coordination of activities.

Communication is at the heart of everything we do. At the outset of the project, Brian will initiate a kick-off meeting with Bay Town Transit's Project Manager and key project team to establish communication protocols, verify project scope and schedule and define next steps in the planning effort. Throughout the life of the project, Brian will communicate with your PM on a recurring basis to review and clarify key issues on the critical path to keep this schedule driven project on track and within budget.

We believe in listening first to design a facility that truly speaks to your needs. We are committed to listening both organizational leadership and those who utilize the facilities on a daily basis. Events like an in-person kick-off meeting will help us meet, share, discuss, and establish an in-depth understanding through conversation and facility tours.

B) List of consultants or any subcontractors included as part of the team. Describe the proposed role of any persons outside your firm. List any projects your firm has worked with the person/firm in the past. Provide all required licenses and certifications.

HDR is teamed with MOCA for cost estimating services. Tom Waddle, CCP, will lead cost estimating support for the HDR Team from the MOCA office in Niceville, Florida. HDR has previous experience working with MOCA on several federal projects, including work at Tyndall Air Force Base and Eglin Air Force Base.

MOCA's core competencies are cost estimating, scheduling, and project controls services that are provided throughout facility programming, design, and construction. MOCA has provided cost estimating and scheduling services on nearly \$100 billion in construction projects in the past 10 years, including military and state government agencies; commercial organizations; and institutions. MOCA, with a staff that includes 12 AACEL-certified cost professionals, uses the latest parametric and detailed cost estimating software to prepare construction cost estimates for all phases of a project life cycle, from initial programming and budget estimates to conceptual/schematic through final design and post-contract award support services such as change order estimates and claims analysis.



C) Describe how the team is experienced in complying with the Florida Consultants' Competitive Negotiations Act and the federal Buy America and Buy American requirements.

HDR has experience and will comply with the Florida Consultants' Competitive Negotiations Act and the federal Buy America and Buy American requirements. HDR understands the intent of Florida's Consultants' Competitive Negotiations Act. We applaud the State of Florida for recognizing the importance of qualifications-based decision making for A/E/C selections. As a company, HDR continues to do our part to make these selections fair and competitive by not referencing any fees, rates, or project costs in our responses.

Tab 6



Required Forms



Additional Information

We pride ourselves on our continuous efforts and desires to completely understand our clients needs and preferences and to provide them with professional services which not only meet, but hopefully exceed their expectations. One of the key initial steps in developing this level of understanding is the negotiation and development of a mutually acceptable agreement which properly reflects both parties obligations and expectations.

We have carefully reviewed all of the documents and information you provided as a part of your Request for Proposal (RFP). Some of the information you provided was in the form of potential terms and conditions which eventually would be reflected in a final agreement we would be entering into with you should we be successful in our pursuit of your project. Although we have identified several items which we need to obtain more information from you on, we believe that there will be no insurmountable conditions in reaching a final agreement. We are basing this assumption on the reasonable expectation that the path of our negotiations will be guided by the basic premises necessary for any professional design firm to maintain the full applicability of its professional liability insurance coverage and to develop any required schedules or pricing. Those guidelines are; no guarantees or warranties (either expressed or implied); the standard of care will not be elevated beyond a normal, reasonable, negligence standard; any indemnifications will be based upon a negligence standard; any fees, pricing or scheduling requirements will be based upon quantifiable requirements. We sincerely look forward to the opportunity to further refine our understanding of your needs and desires and the ultimate development of a complete and accurate agreement with you and respectfully request that you allow us the opportunity to provide professional design services for your project.

SUBMITTAL FORM
TPO-RFQ 21-02

This submittal of HDR Engineering, Inc., ("Firm") organized and existing under the laws of the State of Florida doing business as corporation (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Transportation Planning Organization, Bay County, ("TPO").

In compliance with the Advertisement for Submittals, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By:	<u>HDR Engineering, Inc. John Wimberly, PE</u>
Prepared By:	<u>HDR Engineering, Inc. Brian Waterman, AICP</u>
Contact Email	<u>brian.waterman@hdrinc.com</u>
Address	<u>315 S. Calhoun St., Suite 800, Tallahassee, FL 32301</u>
Telephone	<u>850.329.1440</u>
Consultant's License No:	<u>John Wimberly, PE Florida License No. 59914</u>



Signature of Authorized Representative

November 30, 2021

Date



SEAL: (If bid is by Corporation)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

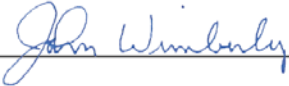
Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or

- (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Name of Firm: HDR Engineering, Inc.

Authorized Signature: 

Printed Name: John Wimberly, PE

Title: Vice President

Date: November 29, 2021

Acceptance of Federal Clauses

This procurement shall conform in all respects to the Federal Transit Administration's Federally Required and Other Model Clauses including but not limited to the clauses listed below:

- Fly America Requirements
- Seismic Safety
- Energy Conservation
- Access to Records and Reports
- Federal Changes
- No Government Obligation to Third Parties
- Program Fraud and False or Fraudulent Statements and Related Acts
- Termination
- Debarment and Suspension
- Civil Rights Laws and Regulations
- Patent Rights and Rights in Data
- Disadvantaged Business Enterprise (DBE)
- Prompt Payments
- Incorporation of Federal Transit Administration (FTA) Terms
- Conformance with ITS National Architecture
- Special Notification Requirements for States
- Access Requirements for Persons with Disabilities
- DHS Seal, Logo, and Flags
- Equal Employment Opportunity
- Safe Operation of Motor Vehicles
- Notification to FTA

Certification

Name of Firm: HDR Engineering, Inc.

Authorized Signature: 

Printed Name: John Wimberly, PE

Title: Vice President

Date: November 29, 2021

CONFLICT OF INTEREST DISCLOSURE FORM

1. No appointed or elected official, member or other officer or employee of the Bay County Transportation Planning Organization (TPO), or of the Bay County Board of County Commissioners (BOCC), or their affiliates and subsidiaries which consist of the Bay Town Trolley (BTT) and Bay Area Transportation (BAT) Public Transit Systems is interested directly or indirectly, in any manner whatsoever in or in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof; or has been or will be offered or given any tangible consideration in connection with this Proposal/Contract.

Yes ☐

No ☒

If yes, please explain:

2. Proposer covenants that neither Proposer nor, to the best of the Proposer's knowledge after diligent inquiry, any director, officer, owner or employee of the Proposer has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.

Yes ☐

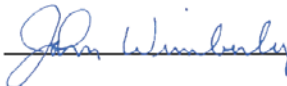
No ☒

If yes, please explain:

3. In the event Proposer has no prior knowledge of a conflict of interest as set forth in "1" and "2" above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Proposer shall promptly bring such information to the attention of the Transit Procurement and Operations Technician, Ms. Vanessa Phillips. Proposer shall thereafter cooperate with the any review and investigation of such information, and comply with any instruction it receives from the Transit Procurement and Operations Technician in regard to remedying the situation.

Name of Firm: HDR Engineering, Inc.

Authorized Signature



Printed Name:

John Wimberly, PE

Title:

Vice President

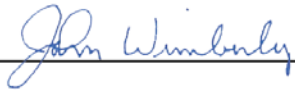
Date:

November 29, 2021

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ANTI-COLLUSION CLAUSE


Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm:	HDR Engineering, Inc.
Authorized Signature	
Printed Name:	John Wimberly, PE
Title:	Vice President
Date:	November 29, 2021

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO.	<u>1</u>	DATED	<u>11/9/2021</u>
ADDENDUM NO.	<u>2</u>	DATED	<u>11/9/2021</u>
ADDENDUM NO.	<u>3</u>	DATED	<u>11/16/2021</u>
ADDENDUM NO.	<u> </u>	DATED	<u> </u>
ADDENDUM NO.	<u> </u>	DATED	<u> </u>

Name of Firm:	<u>HDR Engineering, Inc.</u>
Authorized Signature	<u></u>
Printed Name:	<u>John Wimberly, PE</u>
Title:	<u>Vice President</u>
Date:	<u>November 29, 2021</u>

It is the responsibility of the firm to ensure that they have received addendums if issued. Call Transit Procurement and Operations Technician, Vanessa Phillips, Bay County Board of County Commissioners, Transit Department at (850) 248-8161, or email vphillips@baycountyfl.gov prior to submitting your submittal to ensure that you have received addendums.



Pamn Henderson, Chair
Robert Carroll, Vice Chair

1021 Massalina Drive • Panama City, Florida 32401 • 850-248-8161

November 9, 2021

Prospective Proposers

**Re: Addendum No. 1
RFP #21-02 Bus Wash Design**

Please accept this as Addendum No. 1, for the above referenced project.

The following questions have been received. The answers to the questions are in **bold**.

All proposers shall acknowledge receipt of this addendum by signing and submitting the addendum acknowledgement form.

1. I just wanted to confirm that qualifications are due on December 2, 2021 by 2:00pm for solicitation # TPO RFQ 21-02 - Design and Perform Construction Management Services?

Yes, qualifications are due on December 2, 2021 by 2:00pm for solicitation # TPO RFQ 21-02 Bus Wash Design.

2. Can you also tell me if there is a preliminary estimate, cost or budget for the project?

No, we do not have a preliminary estimate for the design phase of the project as we will only be considering the proposers qualifications when determining the award. Once the contract has been awarded, we will negotiate with the highest ranked proposer to establish a budget and/or cost for the design phase.

Respectfully,

A handwritten signature in blue ink that reads "Vanessa Phillips".

Vanessa Phillips
Transit Procurement and Operations Technician



Pamn Henderson, Chair
Robert Carroll, Vice Chair

1021 Massalina Drive • Panama City, Florida 32401 • 850-248-8161

November 9, 2021

Prospective Proposers

Re: Addendum No. 2
RFP #21-02 Bus Wash Design

Please accept this as Addendum No. 2, for the above referenced project.

The following questions have been received. The answers to the questions are in **bold**.

All proposers shall acknowledge receipt of this addendum by signing and submitting the addendum acknowledgement form.

1. Can you help confirm the date for the mandatory pre-proposal meeting – is it November 17 or is it on Tuesday (which is Nov. 16)?

My apologies, it was meant to read Tuesday November 16, 2021.

Respectfully,

A handwritten signature in blue ink that reads "Vanessa Phillips".

Vanessa Phillips
Transit Procurement and Operations Technician



Pamn Henderson, Chair
Robert Carroll, Vice Chair

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November 16, 2021

Prospective Proposers

**Re: Addendum No. 3
RFP #21-02 Bus Wash Design**

Please accept this as Addendum No. 3, for the above referenced project.

The following questions have been received. The answers to the questions are in **bold**.

All proposers shall acknowledge receipt of this addendum by signing and submitting the addendum acknowledgement form.

1. Will you be wanting any interior cleaning options?

No, we are not looking for any interior cleaning options, such as vacuum equipment. The option to have pressure sprayers would be something we would consider but have not determined to be a necessity at this time.

Respectfully,

Vanessa Phillips
Transit Procurement and Operations Technician

EXHIBIT B
SCOPE OF SERVICES

INTRODUCTION/SCOPE OF SERVICES

The Bay County Transportation Planning Organization (TPO) has awarded the Design and Construction Management of a New Bus Wash Facility located at 920 Wilson Avenue Panama City, Florida (formerly 919 Massalina Drive) to the most qualified Architectural firm, HDR. The Bay County Public Transit System operates the Bay Town Trolley and Bay Area Transportation and has determined a need for the design and construction of a new bus wash facility to be used for exterior washing of transit vehicles.

The contract resulting from RFQ 21-02 and the Architect's Response to RFQ 21-02, which are hereby incorporated into this document, requires the Architect to provide professional services for design and construction management of a new bus wash facility as required, for the property located at 920 Wilson Avenue Panama City, Florida (formerly 919 Massalina Drive).

The proposed A/E Fees will include, but are not limited to,

- project management
- architectural design
- structural engineering design
- civil engineering
- mechanical engineering (HVAC) design
- plumbing design
- fire suppression design
- maintenance equipment selection
- cost estimating
- (FTA) independent cost estimate
- electrical engineering design
- security analysis
- geotechnical engineering (may be a separately contracted service)
- environmental engineering (may be a separately contracted service)
- surveying (may be a separately contracted service)
- landscaping
- fire and life safety design
- hazard analysis

All other support staff, such as computer-aided drawing and drafting (CADD), building information modeling (BIM), technician assistance, and technical editing, shall be provided as required. If the Architect does not have the full capability to provide all the necessary services listed above, then the selected firm will be required to hire personnel or subcontract firms to provide services required.

This contract was subject to the Florida Consultants' Competitive Negotiations Act, Sec. 287.055, Florida Statutes, and Federal Transit Administration Circular 4220.1.F. If any terms of this RFQ are in conflict with the Statute or Circular, the terms of the Statute or Circular shall control.

Funding for this project has been made possible through grants from the Federal Transit Administration (FTA) and is contingent on strict conformance to the guidelines set forth by FTA

EXHIBIT C
ARCHITECT'S SCOPE OF SERVICES

**Bay County Transportation Planning Organization
Design Services for The New Vehicle Wash Facility
SCOPE OF WORK
April 5, 2022**

Project Description

HDR will provide design for the Bay County TPO Vehicle Wash Facility located at the existing Facility, 1010 Cone Ave, Panama City, FL 32401, that includes construction documents as defined in this scope.

Bay County TPO has requested the design of an automated vehicle wash system to maintain their fleet along with other county vehicles. Consequently, Bay County TPO is seeking to build a new vehicle wash facility with an industrial quality, automatic drive-through type that properly cleans their bus fleet vehicles (plus other county vehicles). The new vehicle wash facility design will include a brushless system that will include a water reclaim system.

HDR will provide overall project management of the design and execute the scope of work as defined herein. HDR'S team will include design professionals from the following disciplines to execute the project

- Architecture
- Civil/Sitework
- Process/Industrial Equipment Design
- Structural
- Mechanical (HVAC & Plumbing)
- Life Safety and Fire Protection
- Electrical
- Instrumentation & Controls
- Cost Estimating
- Geotechnical Engineering
- Land Surveying

The design of this facility will be divided into the following milestones/deliverables:

- Milestone 1: Preliminary Design Concept (15% Design)
- Milestone 2: Design Development Documents (50% Design)
- Milestone 3: Design Documents (95% Design)
- Milestone 4: Bid/Construction Documents (Final Design)
- Milestone 5: Construction Administration Services

DETAILED SCOPE OF WORK

Project Management & Administration

HDR will develop a detailed project management plan and schedule that establishes start and end points for each project task, submittal dates for draft and final deliverables, and proposed project, agency, and public meeting dates. The schedule will be reviewed monthly and any activities that have fallen behind will be flagged and schedule recovery mitigations identified.

HDR will prepare monthly progress reports that describe activities that have been completed in the preceding month; activities planned for the next month; any outstanding issues or concerns that affect the project schedule, budget, or technical tasks; and actual project status relative to the established schedule and budget. HDR will submit monthly invoices and reports in a template provided by the Bay County Transportation Planning Organization (TPO)

Milestone 1: Preliminary Design Concept (15% Design)

The intent of this milestone is for HDR to prepare and present design concepts, features, and costs of the proposed vehicle wash system to Bay County TPO for their review and to advance selected concepts to the 15% design level for review by TPO staff. No specifications will be produced for this milestone.

1. Review of pertinent existing as-built drawings and other record data for the site and existing utilities. Existing utilities will be reviewed by HDR with respect to the needs for the project and identification of potential conflicts.
2. Evaluate design alternatives for the bus wash facility and layout. These alternatives will include the facility location, equipment layout/features/sizing, and vehicle circulation/routing. Site items addressed will include circulation patterns for vehicles, building materials, and provisions for efficient, and cost-effective vehicle wash operation. Site layout will consider turning radius requirements for vehicle movements internal to the site while entering and exiting the new facility, while also coordinating with other operations.
3. Conduct a Design Workshop with TPO staff to establish project guidelines/objectives and prepare alternative site and building layouts. HDR will present design layouts, features, and site layouts and identify/evaluate the feasibility of design alternatives (no more than 2). The result of this workshop will define a Vehicle Wash Facility design concept and a conceptual site plan. Workshop shall either be in-person or conducted virtually with Microsoft Teams (or equivalent). HDR will prepare agenda and deliver meeting minutes of the design workshop.
4. Conduct a preliminary code analysis and review and evaluate the requirements of the regulatory agencies having jurisdiction. Coordinate with Panama City and utility companies, for new or upgraded water and electric services, if required.

5. Perform topographic survey of the project area, consisting of generation of contours, establishing horizontal and vertical control, and location of surface utilities. The survey will include the following:
 - a. Locate improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
 - b. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
 - c. Establish a minimum of two (2) site benchmarks.
 - d. Topographic coverage will be limited to the southerly 5.5 acres of the subject parcel.
6. Develop geotechnical report.
 - a. Preparing the report will consist of the following tasks:
 - i. Locate the borings at the site.
 - ii. Notify registered utilities at the site with the Sunshine Network. Non-registered or private utilities are the responsibility of Bay County TPO to clear.
 - iii. Mobilize a truck mounted drill rig and drill team to the site.
 - iv. Drill three Standard Penetration Test (SPT) borings in the proposed building area. One boring will be drilled to 60 feet as requested, and we propose drilling the other borings to 20 feet to account for the reclaimed tanks/vault and some potential fill.
 - v. Drill two SPT borings to 6 feet for the pavement approaches.
 - vi. Obtain a bulk soil sample of representative subgrade soils for laboratory LBR testing.
 - vii. Perform a visual classification of the soil samples obtained during the exploration.
 - viii. Run lab tests to evaluate and document soil properties for the analysis to provide soil classification and document soil properties. The analysis will include
 1. Wash #200 sieve
 2. Atterberg limits, organic content; and
 3. Moisture.
 - ix. Run a Limerock Bearing Ratio (LBR) test on the bulk subgrade sample.
 - x. Analyze the field and laboratory data to provide recommendations for the project.
 - b. The report will provide the following information:
 - i. Existing site characteristics.
 - ii. Exploration, testing, and sampling methods.
 - iii. Subsurface soils encountered and soil classifications.
 - iv. Depth to groundwater at the time of drilling.

-
- v. A discussion of laboratory test results.
 - vi. Recommended site preparation including subgrade preparation, fill placement and compaction, etc.
 - vii. Recommendations for building design including feasible foundation types, an allowable soil bearing pressure, and estimated settlement.
 - viii. Recommendations for foundation preparation and construction.
 - ix. Recommendations for pavement design for asphalt and/or rigid pavement including recommended design LBR value and/or subgrade modulus of reaction
- 7. Prepare 15% general drawings that include index, symbols, notes, and abbreviations relative to this project.
 - 8. Prepare 15% civil/sitework design drawings showing facility layout/location, vehicle circulation.
 - 9. Prepare 15% process design drawings with an equipment list and general equipment layout.
 - 10. Prepare 15% architectural design drawings showing general building layout and elevation views.
 - 11. Prepare 15% structural drawings for the vehicle wash facility. Structural drawings for the 30% milestone will include preliminary plans.
 - 12. Prepare 15% mechanical drawings documenting preliminary HVAC and plumbing schematics/diagrams for the bus wash facility.
 - 13. Prepare 15% electrical design drawings showing a one-line electrical diagram, and electrical Site plan.
 - 14. Compile a risk register that identifies risks and ideas to alleviate these risks which may be related to schedule, cost, safety, operation, maintenance, and public issues.
 - 15. Perform quality control review by internal HDR qualified personnel.
 - 16. Submit 15% drawing set to the Bay County TPO for review. HDR will provide 15% deliverables as an electronic version in Adobe Acrobat format (PDF).
 - 17. Conduct a 15% Review meeting with TPO staff. HDR will provide agenda, prepare presentation, and record meeting minutes.

Milestone 2: Design Development Documents (50% Design)

HDR will assemble detailed technical drawings and specifications demonstrating the advancement of the design once the concept is accepted by the Bay County TPO under Milestone 1 above. HDR will develop and assemble a set of Design Development Documents consisting of drawings, technical specifications, and an updated OPCC.

1. Update/refine code analysis and review and evaluate the requirements of the regulatory agencies having jurisdiction. Coordinate with Panama City and utility companies, for new or upgraded water and electric services, if required.
2. Prepare 50% general drawings that include index, symbols, notes, and abbreviations relative to this project.
3. Prepare 50% detailed civil/sitework design drawings showing facility layout/location, vehicle circulation, utility plan, contours, grading/drainage, demolition plan, horizontal control plan and SWPPP.
4. Prepare 50% detailed process design drawings with the equipment and appurtenant layout. Process drawings consist of plans, sections, and details of functional areas identified for the equipment.
5. Prepare 50% detailed architectural drawings for the bus wash facility consisting of plans, sections, and elevation views.
6. Prepare 50% structural drawings for the bus wash facility consisting of plans, and sections.
7. Prepare 50% mechanical drawings consisting of HVAC and plumbing plans, sections, and schematics.
8. Prepare 50% electrical design drawings showing a one-line electrical diagram, electrical power plan, lighting plan, schedules, and equipment electrical motor control layout.
9. Prepare 50% technical specifications, bid proposal, and special provisions. The technical specifications will be produced in the CSI 2004, 50 division format.
10. Update/refine the risk register that identifies risks and compiles ideas to alleviate these risks which may be related to schedule, cost, safety, operation, maintenance, and/or public issues.
11. Prepare a preliminary estimated opinion of probable construction cost (OPCC) for the 50% design concept for the bus wash facility based on the Association for the Advancement of Cost Engineering Institute's (AACE) Class 4 criteria. The margin of error for a Class 4 estimate is L-20% / H+25%.
12. Perform quality control review by internal HDR qualified personnel.
13. Submit 50% drawing set, technical specifications, bid proposal, and special provisions to the Bay County TPO for review. HDR will provide 50% deliverables as an electronic version in Adobe Acrobat format (PDF).
14. Conduct a 50% Review meeting with TPO staff. HDR will provide agenda, prepare presentation, and record meeting minutes.

Milestone 3 –Design Documents (95% Design)

The 95% Design will result in the preparation of draft construction drawings and specifications which will be used for bidding and construction. The 95% deliverable is essentially the development of construction documents for final review purposes.

1. Update/refine code analysis and review and evaluate the requirements of the regulatory agencies having jurisdiction. Coordinate with Panama City and utility companies, for new or upgraded water and electric services, if required. Permit applications required for regulatory agencies (i.e. City of Panama City or Bay County) will be provided to gain approval for construction.
2. Prepare 95% general drawings that document index, symbols, notes, and abbreviations relative to this project.
3. Prepare 95% civil/sitework design drawings showing facility layout/location, vehicle circulation, site utilities, contours, grading/drainage, demolition plan, horizontal control plan and SWPPP.
4. Prepare 95% process design drawings including the equipment and appurtenant layout. Process drawings consist of plans, sections, and functional areas identified for the equipment.
5. Prepare 95% architectural drawings for the bus wash facility consisting of plans, sections, and elevation views.
6. Prepare 95% structural drawings for the bus wash facility consisting of plans, and sections.
7. Prepare 95% mechanical drawings consisting of HVAC and plumbing plans, sections, and schematics.
8. Prepare 95% electrical design drawings consisting of a one-line electrical diagram, electrical power plan, lighting plan, schedules, and equipment electrical motor control layout.
9. Prepare 95% technical specifications, bid proposal, and special provisions. The technical specifications will be produced in the CSI 2004, 50 division format.
10. Update/refine the risk register that identifies risks and compiles ideas to alleviate these risks which may be related to schedule, cost, safety, operation, maintenance, and/or public issues.
11. Prepare a preliminary estimated opinion of probable construction cost (OPCC) for the 95% design concept for the bus wash facility based on the Association for the Advancement of Cost Engineering Institute's (AACE) Class 3 criteria. The margin of error for a Class 3 estimate is L-15% / H+15%.
12. Perform quality control review by internal HDR qualified personnel.

13. Submit 95% drawing set, technical specifications, bid tab, and special provisions to the Bay County TPO for review. HDR will provide 95% deliverables as an electronic version in Adobe Acrobat format (PDF). Bay County TPO will prepare all other procurement documents.
14. Conduct a 95% Review meeting with the Bay County TPO. HDR will provide agenda, prepare presentation, and record meeting minutes.

Milestone 4: Bid/Construction Documents (Final Design)

Milestone 4 will result in the final preparation of drawings, technical specifications, bid tab, and special provisions, which will be by Bay County Procurement for bidding and construction.

1. Prepare Final general drawings that document index, symbols, notes, and abbreviations relative to this project.
2. Prepare Final civil/site work design drawings showing facility layout/location, vehicle circulation, site utilities, contours, grading/drainage, demolition plan, horizontal control plan, and SWPPP.
3. Prepare Final process design drawings showing the equipment and appurtenant layout. Process drawings consist of plans, sections, and functional areas identified for the equipment.
4. Prepare Final architectural drawings for the bus wash facility consisting of plans, sections, and elevation views.
5. Prepare Final structural drawings for the bus wash facility consisting of plans, and sections.
6. Prepare Final mechanical drawings consisting of HVAC and plumbing plans, sections, and schematics.
7. Prepare Final electrical design drawings consisting of a one-line electrical diagram, electrical power plan, lighting plan, schedules, and equipment electrical motor control layout.
8. Prepare Final technical specifications, drawing set, bid tab, and special provisions. The technical specifications will be produced in the CSI 2004, 50 division format.
9. Finalize the risk register that identifies risks and compiles ideas to alleviate these risks which may be related to schedule, cost, safety, operation, maintenance, and/or public issues.
10. Prepare a preliminary estimated opinion of probable construction cost (OPCC) for the Final design concept for the bus wash facility based on the Association for the Advancement of Cost Engineering Institute's (AACE) Class 2 criteria. The margin of error for a Class 2 estimate is L-10% / H+10%.

11. Perform quality control review by internal HDR qualified personnel.
12. Submit Final drawing set (signed, PE sealed, and dated), technical specifications, bid proposal, and special provisions to the Bay County TPO for review. HDR will provide Final deliverables as an electronic version in Adobe Acrobat format (PDF). Also, HDR will provide signed and sealed drawings.

Milestone 5: Construction Administration Services

HDR will provide construction administration services to assist Bay County TPO during the construction. It is understood that Bay County TPO will provide daily inspection services and will have direct daily interface with the Contractor. Bay County TPO will conduct on-site Construction Coordination Meetings in conjunction with the Contractor and will process contract amendments and progress payments. HDR's specific work will include:

1. Periodic construction site visits will be provided by HDR, typically the architect or other team consultants (civil, structural, mechanical, electrical, and industrial equipment design). Following each site visit, a field observation report will be prepared and distributed noting the progress of the work and observed deficiencies, which are recommended for correction. Construction coordination meetings and site visits will be capped at a maximum of 100 manhours.
2. HDR will provide normal and reasonable interpretations and clarifications to the Contractor, including responding to normal and reasonable Requests for Information (RFI's). HDR will cap RFI reviews and responses to 25 hours of total review and response time by all team members. RFI's beyond this quantity or total hours will be reviewed and billed as additional services on a Time and Materials basis subject to Bay County TPO prior written approval. HDR agrees to request any such amendment to the scope of this contract to allow for additional RFI reviews sufficiently in advance of exceeding the cap and comply with Bay County TPO policies for approval of amendments. Turnaround time on RFI reviews (after receipt) will be 5 business days.
3. HDR will review shop drawings and submittals, which will include receiving, reviewing, and taking appropriate action on submittals made by the General Contractor including shop drawings, material samples, mix designs, product brochures and literature, and other submittals. The HDR Team will utilize a Storage and Sharing Platform for final submittal storage. *HDR will cap re-submittal reviews to 1 per submittal. Re-submittals beyond this quantity will be reviewed and billed as additional services on a Time and Materials basis.* Turnaround time on Submittal reviews (after receipt) will be 10 business days. Resubmittals will be 5 business days.
4. HDR will review the Contractor Change Order Requests and take appropriate action to assist Bay County TPO in this process.

5. HDR (the architect and each engineering consultant) will conduct a punchlist walk-through with Bay County TPO prior to Bay County TPO signing-off on the Certificate of Substantial Completion.
6. During construction, the General Contractor will be required to keep an accurate record of significant changes on the work which deviates from that as shown on the drawings. Following completion of the construction work, HDR and its sub-consultants will update the original electronic drawing files, and will prepare a set of Record Documents including:
 - Final Revit files and drawings with the Contractor's marked-up prints of field changes and modifications information incorporated during construction
 - RFI's, RFI Log and all RFI responses/resolutions
 - Change Order Requests and all Change Order Request responses/resolutions

Engineering Fee:

The engineering fee for the scope described above is for a Lump Sum of **\$296,713**. See attached fee breakdown of hours and rates.

Design Schedule:

Deliverable	Total Weeks from NTP
Preliminary Design Workshop with TPO	3 weeks from NTP
Preliminary Design Submittal (15% Design Deliverable)	14 weeks from NTP
TPO 30% Review Meeting	16 weeks from NTP
Detailed Design Documents (50% Design Deliverable)	22 weeks from NTP
TPO 60% Review Meeting	24 weeks from NTP
Detailed Design Documents (95% Design Deliverable)	28 weeks from NTP
TPO 95% Review Meeting	30 weeks from NTP
Bid/Construction Documents (Final Design Deliverable)	32 weeks from NTP

Assumptions/Exclusions:

1. The Bay County TPO will provide available CAD or electronic drawings. HDR understands that these drawings may not depict as-built conditions and will be modified with survey information collected during the survey.
2. HDR will not provide the Contractor with direction that is out of scope and shall not act in a fiduciary capacity that could affect the cost of the construction work or violate HDR's responsibilities as a licensed professional. HDR will immediately contact the TPO Project Manager to receive confirmation in writing before directing the Contractor to perform any Work that may result in a change in scope or cost of the construction contract. HDR will only act in this capacity on the behalf of the TPO if a request in writing has been received.
3. HDR or their subconsultant(s) will not perform potholing to locate existing utilities.
4. HDR will require update flow test data (by others) for the site to evaluate the capacity of the site water service.

5. Technical Specifications, Bid Proposal, and Special Provisions will not be developed until the 50% Design Milestone.
6. It is assumed that construction plans do not have to be submitted to the Florida Department of Transportation (FDOT) and Federal Transit Administration (FTA) for review and approval.
7. Permit fees will not be the responsibility of HDR.
8. It is assumed that excavation will be less than one (1) acre for this project, and, therefore, a Stormwater Pollution Prevention Plan (SWPPP) will not be required for this project.
9. HDR will develop design drawings on 24" x 36" sheets for milestones/submittals.
10. Construction/contract documents for bidding shall be distributed by the TPO to prospective bidders/contractors.
11. The TPO shall provide wiring and equipment for data and communications for SCADA systems if required.
12. It is assumed that existing service utilities (water, sewer waste, gas, and power) have appropriate capacity and are in satisfactory condition for tie-in/extensions to the new facility.
13. It is assumed that existing electrical service systems are serviceable, in good working order, with no modifications required to building systems, including power, lighting, and life safety.
14. Government agency and permit fees applicable to this project shall be paid by the TPO.
15. HDR's design scope does NOT include: Hazardous Material and Abatement Studies, Government and Permit Fees, Environmental Studies, and/or Soil Remediation.
16. HDR's scope does not include bidding services, design services during construction, and/or inspection services. These services can be provided under a separate Work Order.
17. HDR will route and size the required utilities for the associated wash equipment. All utility, piping, and controls interconnections between wash equipment components shall be detailed by the wash equipment vendor.
18. HDR will not perform flow analysis or studies of existing floodplain, canals, levees, upstream or downstream drainage systems.
19. HDR will not analyze, study, or design any improvements outside of the project limits.
20. HDR will not conduct new or existing material testing.
21. HDR will not perform cathodic protection design, analysis or call outs.
22. HDR will not perform storm water protection quality testing or analysis.
23. HDR will not perform contamination testing or evaluation.

EXHIBIT D
INSURANCE REQUIREMENTS

BAY COUNTY TPO INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

- a. Precaution shall be exercised at all times by the Architect for the protection of all persons, including employees, and property. The Architect shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b. The TPO may order work to be stopped if conditions exist that present immediate danger to persons or property. The Architect acknowledges that such stoppage will not shift responsibility for any damages from the Architect to the TPO.
- c. The Architect acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on TPO property, including in the Architect's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that do business with the Bay County TPO, will include a stipulation in the contract or purchase order that requires Architects, contractors, subcontractors, or vendors to have a substance abuse policy. The employees of such Architects, contractors, subcontractors or vendors will be subject to the same rules of conduct and tests as the employees of the Bay County TPO. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the TPO's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the TPO is not satisfied with the actions of the Architect, contractor, subcontractor or vendor, the TPO can exercise its right to bar all of the Architect's, contractor's, subcontractor's, or vendor's, employees from its premises or decline to do business with the Architect, contractor, subcontractor, or vendor in the future. All expenses and penalties incurred by the Architect, contractor, subcontractor, or vendor as a result of a violation of the TPO's Substance Abuse Policy shall be borne by the Architect, contractor, subcontractor, or vendor.

3. INSURANCE - BASIC COVERAGES REQUIRED

- a. The Architect shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Architect. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Architect's interests or liabilities, but are merely minimums.

- b. Except for workers' compensation and professional liability, the Architect's insurance policies shall be endorsed to name the TPO as an additional insured to the extent of the TPO's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Architect waives its right of recovery against the County, to the extent permitted by its insurance policies.
- d. The Architect's deductibles/self-insured retentions shall be disclosed to the TPO and may be disapproved by the TPO. They shall be reduced or eliminated at the option of the TPO. The Architect is responsible for the amount of any deductible or self-insured retention.
- e. Insurance required of the Architect or any other insurance of the Architect shall be considered primary, and insurance of the TPO shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the TPO, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION COVERAGE

The Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Consultant shall also purchase any other coverages required by law for the benefit of employees. The Consultant shall provide to the TPO an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Architect shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent Architects, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

PRODUCTS/COMPLETED OPERATIONS

The Architect is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the TPO's acceptance of renovation or construction projects.

EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the TPO shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION, 1010 Cone Avenue, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the TPO by the Architect. **The Bay County Board of County Commissioners and the Bay County Transportation Planning Organization shall be named as Additional Insureds for both General Liability and Business Auto Liability.**
2. New Certificates of Insurance are to be provided to the TPO at least 15 days after coverage renewals.
3. If requested by the TPO, the Architect shall furnish complete copies of insurance policies, forms and endorsements.
4. For the Commercial General Liability coverage, the Architect shall, at the option of the TPO, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the TPO, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Architect's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the TPO requires the following additional types of insurance.

**Professional Liability/Malpractice/Errors or Omissions Coverage**

The Architect shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**Property Coverage for Leases**

The Architect shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

**Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the TPO for this agreement or contract.

**Owners Protective Liability Coverage**

For renovation or construction contracts the Architect shall provide for the TPO an owners protective liability insurance policy (preferably through the Architect's insurer) in the name of the TPO. This is redundant coverage if the TPO is named as an additional insured in the Architect's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Architect's liability coverage limit is used up by other claims.

**Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure,

such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the TPO and all Architects and subcontractors. The insurance is to be endorsed to grant permission to occupy.

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Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Architect, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

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Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Architect's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

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Architect's Equipment Coverage

Architect's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Architect. All risks coverage is preferred. The contract may declare self-insurance for Architect equipment.

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Fidelity/Dishonesty Coverage for Employer (Architect)

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Architect's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

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Fidelity/Dishonesty/Liability Coverage for County

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Architect's employees resulting in loss to the TPO.

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Pollution Legal Liability Coverage

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

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United States Longshoremen and Harbor workers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

EXHIBIT E
ARCHITECT'S BILLING RATE SUMMARY

BCT Bus Wash

Task #	Task Description	Hours	Fee	%
1.0	Project Initiation/Planning/Reporting	150	\$ 22,802	8.5%
2.0	Pre-Design Services (15%)	244	\$ 35,394	13.2%
3.0	Design Development (50%)	485	\$ 70,632	26.4%
4.0	Construction Documents (100%)	603	\$ 88,752	33.2%
5.0	Bidding	9	\$ 1,515	0.6%
6.0	Construction Administration	299	\$ 48,145	18.0%
Subtotal		1790	\$ 267,241	100.0%
8.0	Expenses		\$ 8,913	
9.0	<u>Subcontractors</u>			
9.1	Cost Estimator		\$ 5,881	
Subtotal			\$ 14,794	
Total		1790	\$ 282,034	
10.0	<u>Add Services</u>			
10.1	SUE Sub-contractor		\$ -	
10.1	Geotech		\$ 7,429	
10.1	Survey		\$ 7,250	
Subtotal			\$ 14,679	
Total with Add Services		1790	\$ 296,713	