



**BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION  
DESIGN, RENOVATION, AND CONSTRUCTION MANAGEMENT OF ONE BUILDING**

**Located at  
1021 Massalina Drive  
Panama City, Florida 32401**

**TPO Contract #18-01**

## **ARCHITECTURAL SERVICES CONTRACT**

**18-01**

### **DESIGN, RENOVATION and CONSTRUCTION MANAGEMENT OF ONE BUILDING LOCATED AT 1021 MASSALINA DRIVE, PANAMA CITY, FLORIDA 32401**

This Contract is entered into, pursuant to the Florida Consultants' Competitive Negotiation Act, this 22 day of August, 2018, by and between the Bay County Transportation Planning Organization, 840 W. 11th Street, Panama City, Florida 32401, ("TPO"), a Florida local governmental entity, and DAG Architects, Inc. ("Architect") for the Design, Renovation and Construction Management of one building located at 1021 Massalina Drive, Panama City, Florida 32401 (Transit Staff Administration Building).

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.

Notwithstanding any contrary provision in this Contract, the Architect shall comply with all Federal, State and Local laws, Rules and Regulations, and with the TPO policies in providing Architectural Services described herein.

#### **Intent**

The TPO desires to engage the Architect to provide professional services to design and obtain permits for the remodel and roof replacement of, and manage Contractor(s) as required for, the property located at 1021 Massalina Drive, 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, and RFQ 18-01 and Architects response to RFQ 18-01, attached hereto and incorporated herein, as Exhibit A.

#### **Compensation**

The terms and conditions of this contract are based upon the Architects proposal hereto attached as Exhibit D. For the satisfactory completion of the services to be provided under this Contract, the TPO agrees to pay the Architect a fee of 7.0% of the Total Construction Cost not to exceed \$47,054.00. This includes Mechanical, Plumbing, Electrical, Structural and Construction Administration. Printing costs will be billed at cost plus 10%. If additional services such as Civil, Landscape, Telecom, Security, and A/V are required, A/E fees will be billed at 7.0%. The Architect shall invoice the TPO pursuant to the schedule hereby attached and labeled Exhibit E.

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, Angela Bradley, 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 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 Systems 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 Owen Gipson, RA, DAG Architects, Inc.

**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 C 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 limitation 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 and this project.

**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 Angela Bradley, Transit Systems Program Administrator, at (850) 248-8161, [abradley@baycountyfl.gov](mailto:abradley@baycountyfl.gov) or 840 W. 11th Street, 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, sub-contractor, 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 sub-contractor 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 sub-contractor 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 sub-contractors, 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 mutual written agreement executed by the duly authorized representatives of the parties hereto.

The Architect may not sub-contract or assign its rights (including the right to compensation) or duties arising under this Contract without the prior written consent of the TPO. Any sub-contractor 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 sub-contractor, the Task Order shall contain, as an attachment, the name and address of the sub-consultant or sub-contractor and a detailed description of the qualifications, experience and services to be performed by the sub-consultant or sub-contractor, 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 thirty (30) 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.

**Termination due to Lack of Funds**

In the event that funds to finance this contract become unavailable, the TPO may terminate this contract with no less than thirty (30) days written notice to the Architect. Notice shall be delivered by certified mail, return receipt requested, electronically, or in person, with proof of delivery.



**Documents Incorporated by Reference**

Bay County TPO's Request for Qualifications (RFQ 18-01), Exhibit A hereto, and all attachments to it, along with Architect's 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, State and Local laws. The Architect specifically agrees to assist the TPO with ensuring compliance with all applicable Federal, State and Local 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 sub-contractor that fails to certify to the Architect that the sub-contractor 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 sub-contractors. 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**  
**840 W. 11th Street**  
**Panama City, Florida 32401**  
**Attn: Angela Bradley**

**For the Architect:**  
**DAG Architects, Inc.**  
**455 Harrison Avenue, Suite B**  
**Panama City, FL 32401**  
**Attn: Charles W. Clary, III, FAIA**

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. (Architect's response to RFQ 18-01)
- c. The initial solicitation provisions are final priority. (RFQ 18-01)

**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 upon 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 sub-contractors, including procurements of materials and leases of equipment.

Solicitations for Sub-contractors, 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 sub-contractor 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 this contract, 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 \_\_\_\_\_, 2018.

Executed by:

**TRANSPORTATION PLANNING ORGANIZATION, BAY COUNTY FLORIDA**

By: \_\_\_\_\_  
Pamn Henderson, Chair

Attest: \_\_\_\_\_  
Angela Bradley, Transit Program Administrator

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

**DAG ARCHITECTS, INC.**

By: \_\_\_\_\_  
Charles W. Clary III, FAIA

Attest: \_\_\_\_\_  
Name

State of Florida  
County of Bay

This Contract was acknowledged and subscribed before me the undersigned notary this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 18-01) & Architect's Response
- B. Scope of Services
- C. Insurance Requirements
- D. Architect's Billing Rate Summary
- E. Architect's Billing Schedule

**EXHIBIT A**  
**REQUEST FOR QUALIFICATIONS (RFQ 18-01)**  
**&**  
**ARCHITECT'S RESPONSE**



**BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION**

**PUBLIC TRANSPORTATION COORDINATOR OFFICE  
1021 Massalina Drive Panama City, Florida 32401**

**REQUEST FOR QUALIFICATIONS (RFQ)  
RENOVATION and CONSTRUCTION MANAGEMENT OF ONE BUILDING LOCATED  
AT  
1021 MASSALINA DRIVE PANAMA CITY, FLORIDA 32401**

**SUBMITTED BY:**

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**TPO-RFQ No. 18-01**

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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 renovation of one building located at 1021 Massalina Drive Panama City, Florida 32401. The TPO operates the Bay Town Trolley and has determined a need for the renovation and possible roof replacement of an existing building to be used for staff offices. The TPO is the recipient of a Federal Transit Administration (FTA) grant for that purpose. A conceptual renovation design has been provided (Appendix 1) and will be further modified during a facility planning and programming charrette facilitated by the selected architect. The architect proposing under this solicitation should show evidence of experience and familiarity with previous planning, programming, design, permitting, and construction management for similar facilities, and should be familiar with FTA guidelines and procedures for such facilities. Evidence and examples of this previous work experience should be provided in the architect's response.

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 **Monday, March 26, 2018 at 1:30pm CDST** in the Bay County Transit System Offices, 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: 18-01, Architectural Services for The Design and Construction Management of One Building Located at 1021 Massalina Drive Panama City, Florida, are due on **Tuesday, April 17, 2018 at 2:00 pm CDST**. Proposals will be submitted to the attention of Mr. Lamar Hobbs. The address for U.S. mail and hand delivery is Bay County TPO, Transit System Administration Office, 840 West 11th Street, Panama City, Florida 32401. The telephone number is 850-248-8167; the fax number is 850-248-8098 and the email address is [lhobbs@baycountyfl.gov](mailto:lhobbs@baycountyfl.gov). It is the responsibility of the Proposer to assure that correspondence has been received by the TPO Transit System Administration Office. 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, Transit System Administration Office 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, Transit System Administration Office is open to the public.

## **SOLICITATION DOCUMENTS**

A copy of the Request for Qualifications is available at the TPO Transit System Administrative Office, 840 West 11th Street, Panama City, Florida 32401 and on the Bay County website: <http://co.bay.fl.us/169/Purchasing>.

## **POINT OF CONTACT**

The Bay County Transit Administrator or their authorized representative (Transit Operations Coordinator: Mr. Lamar Hobbs, Bay County Transit Department at (850) 248-8167, [lhobbs@baycountyfl.gov](mailto:lhobbs@baycountyfl.gov) or FAX to (850) 248-8098) 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 Operations Coordinator Mr. Lamar Hobbs, at [lhobbs@baycountyfl.gov](mailto:lhobbs@baycountyfl.gov). All questions shall be submitted no later than **Friday, March 30, 2018 at 5:00 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 Operations Coordinator, Lamar Hobbs, 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 Mr. Lamar Hobbs, Transit Operations Coordinator. Proposal outer packaging must be clearly marked with "TPO RFQ #18-01" and "ARCHITECTURAL SERVICES FOR 1021 MASSALINA DRIVE PANAMA CITY, FLORIDA 32401" 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)
  - 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 SOQ.

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) DBE Participation (Tab 6) – 5 points

Describe your team's intention for the use of DBE qualified firms.

7) Required Additional Forms (Tab 7)

- a) Submittal Form
- b) Addendum Acknowledgement
- c) Anti-Collusion Clause
- d) Conflict of Interest
- e) Drug Free Workplace

### **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 Lamar Hobbs, Transit Operations Coordinator, 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 Lamar Hobbs, Transit Operations Coordinator, 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 Bay County Transit System 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 Transit System'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.

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 Operations Coordinator will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

### **Evaluation Committee**

- A. Evaluation 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 Operations Coordinator 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 Evaluation Committee Meeting on the public notice bulletin board in the Bay County Transit Department and on the Bay County website.
- C. Contact with the Evaluation Committee. Members of the Evaluation 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 Evaluation 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 Evaluation Committee, approves adding additional firms to the shortlist.
- G. Presentations/Interviews. The Evaluation 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 Operations Coordinator. Formal presentations to the full TPO may be required.
- H. Final Ranking. The Evaluation 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:

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

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 18-01**

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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.

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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 Operations Coordinator, Lamar Hobbs, Bay County Board of County Commissioners, Transit Department at (850) 248-8167, or email [lhobbs@baycountyfl.gov](mailto:lhobbs@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 Operations Coordinator, Mr. Lamar Hobbs, Proposer shall thereafter cooperate with the any review and investigation of such information, and comply with any instruction it receives from the Transit Operations Coordinator in regard to remedying the situation.

Name of Firm:

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Authorized Signature

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Printed Name:

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Title:

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Date:

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## **APPENDIX 1 – CONCEPTUAL RENOVATION DESIGN**

*The attached conceptual renovation design is intended to demonstrate what the Bay County TPO feels is the minimum office requirements needed to make the facility conducive to our current/future staffing needs. A full explanation of our needs will be addressed at the **MANDATORY PRE-SUBMITTAL MEETING**.*



## **APPENDIX 2 – FEDERAL CLAUSES**

## **FEDERAL CLAUSES ARCHITECTURAL/ENGINEERING**

**Vendor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

<b>THESE FEDERAL CLAUSES DO NOT APPLY TO MICRO-PURCHASES (\$3500 OR LESS, EXCEPT FOR CONSTRUCTION CONTRACTS OVER</b>	
<input checked="" type="checkbox"/>	Fly America Requirements
<input checked="" type="checkbox"/>	Seismic Safety
<input checked="" type="checkbox"/>	Energy Conservation Requirements
<input checked="" type="checkbox"/>	Access to Records and Reports
<input checked="" type="checkbox"/>	Federal Changes
<input checked="" type="checkbox"/>	No Government Obligation to Third Parties
<input checked="" type="checkbox"/>	Program Fraud and False or Fraudulent Statements or Related Acts
<input checked="" type="checkbox"/>	Termination
<input checked="" type="checkbox"/>	Government Wide Debarment and Suspension (Non Procurement)
<input type="checkbox"/>	Contracts Involving Federal Privacy Act Requirements
<input checked="" type="checkbox"/>	Civil Rights Requirements
<input checked="" type="checkbox"/>	Patent and Rights in Data
<input checked="" type="checkbox"/>	Disadvantaged Business Enterprise
<input checked="" type="checkbox"/>	Prompt Payment
<input checked="" type="checkbox"/>	Incorporation of Federal Transit Administration (FTA) Terms

<b>OTHER FEDERAL REQUIREMENTS (THE FOLLOWING REQUIREMENTS ARE NOT FEDERAL CLAUSES)</b>	
	Full and Open Competition
	Prohibition Against Exclusionary or Discriminatory Specifications
	Conformance with ITS National Architecture
	Access Requirements for Persons with Disabilities
	Interest of Members or Delegates to Congress
	Ineligible Contractors and Subcontractors

Other Contract Requirements
Compliance with Federal Regulations
Real Property
Access to Services for Persons with Limited English Proficiency
Environmental Justice
Environmental Protections
Geographic Information and Related Spatial Data
Geographic Preference
Organizational Conflicts of Interest
Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only
Veterans Preference
Safe Operation of Motor Vehicles
Catalog of Federal Domestic Assistance (CFDA) Identification Number
CFDA Number for the Federal Transportation Administration

## Acceptance

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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

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, debars, 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.

### **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **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 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 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.

### **Other Federal Requirements**

The following requirements are not federal clauses.

### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

### **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**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 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**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

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.

**Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Other Contract Requirements**

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or



promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

### **Environmental Justice**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

### **Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

### **Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

### **Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201 ).

### **Organizational Conflicts of Interest**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

### **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

### **Veterans Preference**

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over

any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **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.

### **Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

### **CFDA number for the Federal Transportation Administration**

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

### **APPENDIX 3 – 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: \_\_\_\_\_



Mike Nichols, Chairman  
Pamela Henderson, Vice Chairman

840 W. 11<sup>th</sup> Street • Panama City, Florida 32401 • 850-248-8168

---

March 26, 2018

Prospective Proposers

**Re: Addendum No. 1**

**18-01 Renovation and Construction Management of 1021 Massalina Drive Panama City Florida 32401**

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. Who are the members of the TPO Selection Committee?

**Councilman John Reichard (PCB), Commissioner Mike Nichols, Commissioner Tommy Hamm (Bay County), Commissioner Rodney Friend (Lynn Haven), and Mayor Pamn Henderson (Callaway)**

2. Is the building currently in use?

**No.**

**The building is completely empty.**

3. Is there a budget for the construction of the project?

**A budget is not available at this time as the purpose of the RFQ is to identify the most qualified firm to design and perform construction management services. Once a firm is selected, the TPO Selection Committee and the selected firm will negotiate a fee for the design and management of this project. In the event the total project amount exceeds what the TPO's has allotted for this project, it may be necessary to split the project up into phases.**

4. What about time?

**The TPO would like to begin the design process as soon as possible and begin construction once a building contractor is selected.**

5. Will this be a design build?

**No.**

**After a design firm is selected and the construction plans are approved, we will issue an RFP for a construction contractor.**

6. Ok, so you're just looking for design?

**Yes.**

**We are currently looking for a firm to design and manage the project.**

7. What kind of roof are you looking at?

**Metal, preferably a standing seam.**

8. What will the maintenance and shop area be used for?

**We discussed the possibility of using the area as a reception area and the main entrance to the facility. While we have some opinions of what the design should look like, we want the selected design firm to provide us with what they feel would make the best use of the space.**

9. Is furniture a part of the budget or will you handle that?

**We will handle that separately.**

10. Do you need a reception area?

**We would like a reception area that will also double as the person's office.**

11. Will you need a stove or just a refrigerator?

**Just a refrigerator.**

12. Will we cap the lines on the restrooms not being used?

**Yes.**

13. Do you have any drawings available?

**Yes.**

**We have the original blue prints that we will make available.**

14. How many square feet is the building?

**The property includes the main building which is divided as approximately 2,924 square feet of office space and 2,880 square feet of maintenance and shop space. There is a total of 5,804 square feet in the entire building.**

15. So for IT you just need maybe a patch panel and switch?



**Yes.**

**The staff that will be assigned to this building are connected to the Bay County Board of County Commissioner's network through the use of fiber optic lines. The fiber optic lines have already been run into the building and terminate in the HVAC closet. We expect the selected design firm to evaluate the network needs of the building and provide for both data and voice lines in the design.**

16. Are going to be bringing staff that is currently located at the Bay County Government Center back to this location?

**Yes.**

**We also have another agency interested in coming in with us and they are going to need at least three offices. Based on the current staffing needs we expect we will need eight offices at a minim.**

17. You said you've got Cat 5 now. Will you want to use Cat 6?

**Yes.**

18. Are you wanting to keep the hard ceilings?

**It's going to depend on what is more cost efficient. We don't have any objection to keeping the hard ceilings if that is what is recommended in the design plan.**

19. So are there any issues with the building itself?

**One of the bathrooms has presented us with plumbing issues. The toilet seems to have some type of blockage and gets clogged. We have not had any electrical issues or roof leaks that we're aware of. We expect that there may be some issues with the roof once the shingles are removed. There are also some exposed areas where animals could potentially get into the attic.**

20. When was the building built?

**The building was built in 1989.**

21. There was already an exit here?

**Yes.**

**There are two exits to the outside in the main building and two exits in the maintenance and shop space. The shop space also has three roll up garage doors to the outside.**

22. Would the offices just be in the office portion of the building or would you want to try and move into the maintenance and shop space to?

**We would like the design to include both the current office space and the**

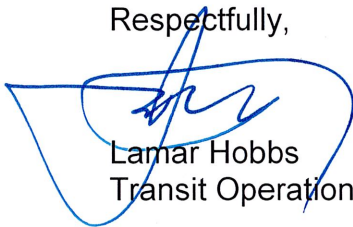
**maintenance and shop area. It is a priority that the design allow for at least eight offices and that all roofs be replaced. Depending on the overall cost of the design and renovation, we may have to complete the building in two phases. The first phase would be the renovation of the office area and roof replacement. The second phase would be the renovation of the maintenance area. Once we determine what the overall cost of the renovation will be, we will make a determination if the construction will be completed in phases or all at one time.**

23. Do you need a reception area? If so would the reception area also be used as an office?

**Yes.**

**We would like to have a reception area that will also double as the receptionist office area. The receptionist office/area would be considered one of the eight offices we need in the building.**

Respectfully,



Lamar Hobbs  
Transit Operations Coordinator



**BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION**

**PUBLIC TRANSPORTATION COORDINATOR OFFICE  
1021 Massalina Drive Panama City, Florida 32401**

**REQUEST FOR QUALIFICATIONS (RFQ)  
RENOVATION and CONSTRUCTION MANAGEMENT OF ONE BUILDING LOCATED  
AT  
1021 MASSALINA DRIVE PANAMA CITY, FLORIDA 32401**

**SUBMITTED BY:**

DAG Architects Inc.

---

455 Harrison Avenue, Suite B

---

Panama City, Florida, 32401

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**TPO-RFQ No. 18-01**





Pen Air Federal Credit Union  
Building Renovation



# Tab 1

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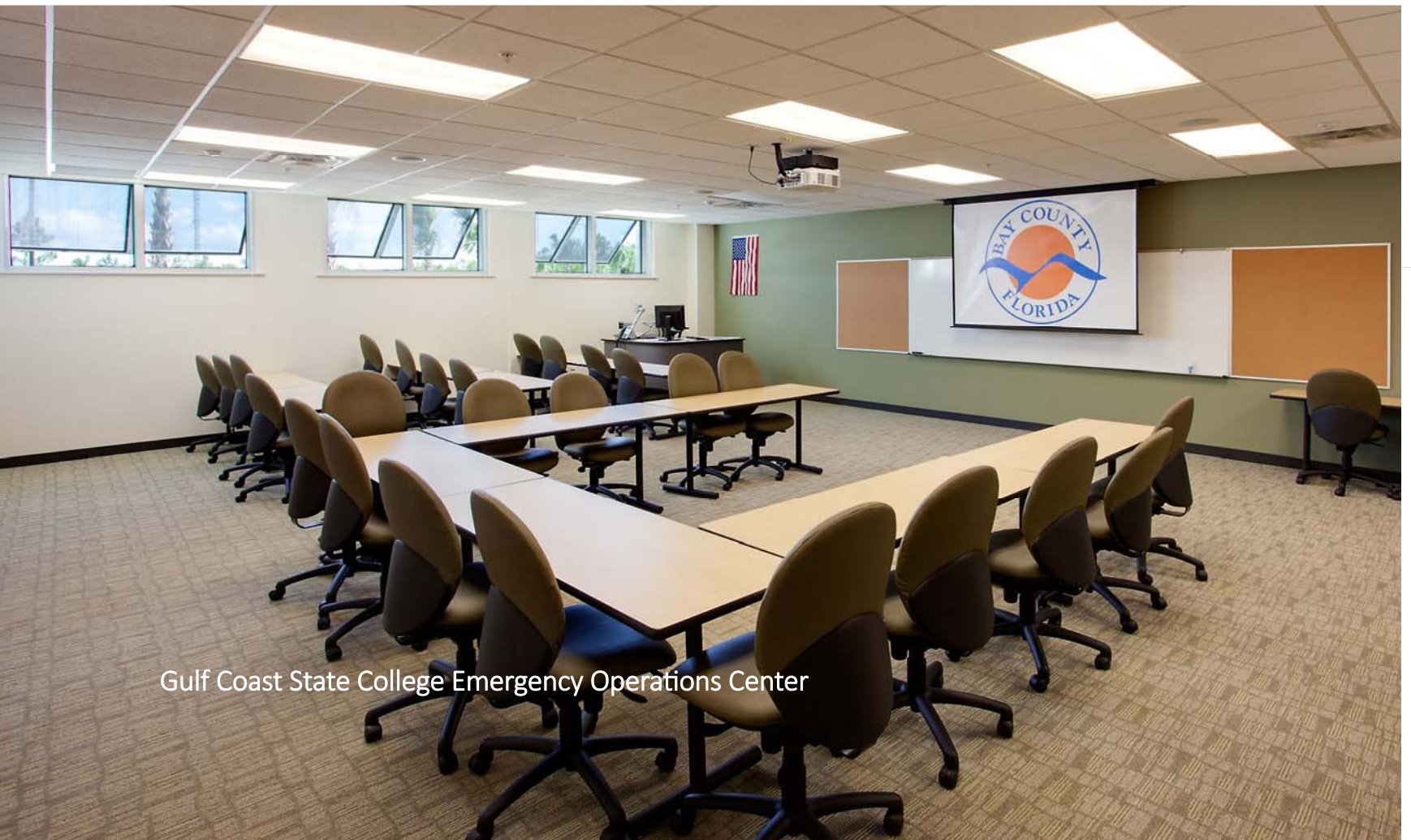
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Gulf Coast State College Emergency Operations Center



# Tab 1 Firm Information

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. Minority / Women Business Enterprise—Office of Supplier Diversity (OSD) certification (if applicable). 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 SOQ.

Founded 36 years ago here in Northwest Florida, DAG Architects is recognized as a leader throughout the state for its contributions to the design of the area's built environment. DAG's growth and success has been driven by a purposefully diverse practice that covers a wide range of project types. This brings an added richness of experience to all projects, and a confirmation of our belief that design makes a difference and can have a positive impact on the lives of the people who use our buildings.

Our projects have ranged from historic renovations, fire stations, community buildings and public safety facilities, hospitals and healthcare, schools, university and college buildings, churches, and libraries to multi-story condominiums, offices, and private coastal residences. We have developed design guidelines, master plans, and feasibility studies for state and local governments, colleges and universities, K-12 school districts, and private clients. DAG's exceptional design talent has been recognized by the American Institute of Architects with many design awards, and the firm was named 2007 Firm of the Year by the Florida Association of the AIA, a statewide honor recognizing our commitment to design, service to the profession, and involvement in the communities we are part of.

The firm's members are active in state and local organizations. In 1996, DAG's founding principal Charlie Clary was elected to the Florida Senate—the first architect ever to serve in such a position in the state. He served for 10 years until late 2006, due to term limits, but his legislative efforts and dedication to public service continues today. Other associations that DAG personnel are active in include the U.S. Green Buildings Council, the Design Futures Council, Habitat for Humanity, the Committee for a Sustainable Emerald Coast, the Florida Humanities Council, and many others.

DAG currently has a staff of 41, with 21 licensed architects, 11 architectural associates who are not yet licensed, 4 construction administrators/managers, 1 CADD operator, and 4 administrative personnel. 11 of these individuals are also LEED Accredited Professionals.

## Firm Name and Address

DAG Architects Inc.  
455 Harrison Avenue, Suite B  
Panama City, FL 32401

## Phone, Fax and Email

Phone: 850/387-1671  
No fax  
Email:  
ogipson@dagarchitects.com

## Federal ID Number

59-2073995

## Website

www.dagarchitects.com

## Date Firm Established

1981

## Legal Structure

Corporation

## Incorporation and Florida License

State of Florida F33440  
Florida License #AAC000745

## Brief History

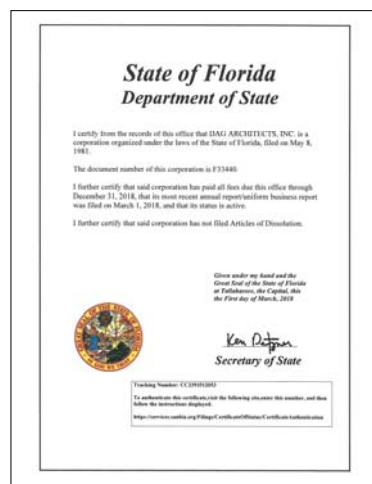
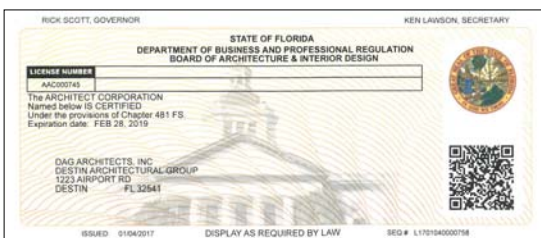
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## Point of Contact

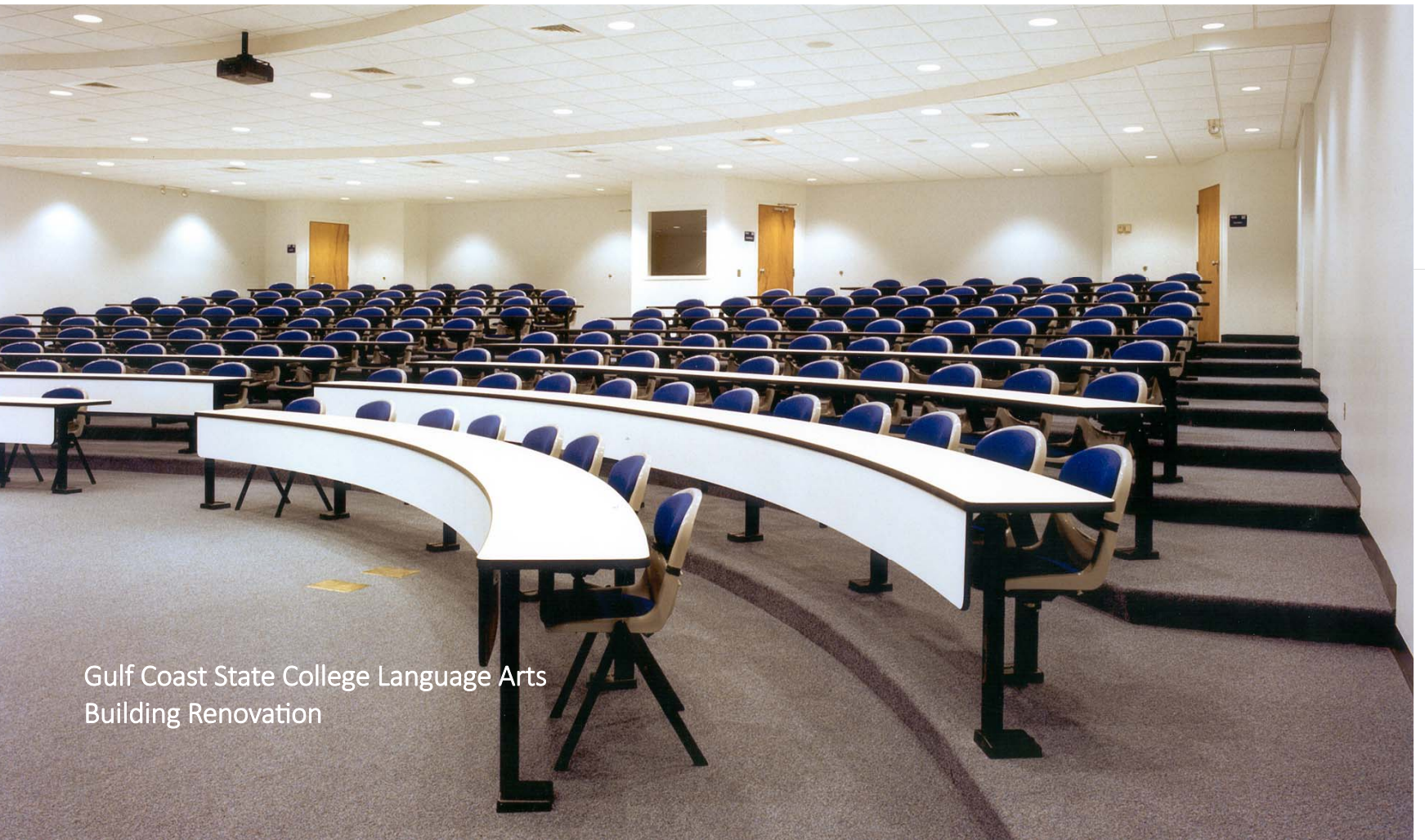
Owen Gipson, RA  
Associate Principal  
Project Manager  
ogipson@dagarchitects.com  
850-387-1681

## Minority Business?

No







Gulf Coast State College Language Arts  
Building Renovation



## Tab 3

### Experience with Similar Projects

Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity. a) List projects which best illustrate the experience of your firm and current staff which are being assigned. List no more than five (5) projects, and no projects which were completed more than ten (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 (4) Project client agency's representative's name, address, and phone number (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 staff was responsible (9) Present status of this project (10) Change Order history showing dollar amounts and time extensions (12) Project Manager and other key professionals involved on listed project and who of that staff would be assigned to this project.

Our projects have ranged from renovations like the one in this project, fire stations, community buildings and public safety facilities, hospitals and healthcare, schools, university and college buildings, churches, and libraries to multi-story condominiums, offices, and private coastal residences. We have developed award-winning design guidelines, master plans, and feasibility studies for state and local governments, colleges and universities, K-12 school districts, and private clients.

In this section, the five relevant projects completed in the last ten years that we chose to feature are:

Bay County Courthouse  
Phased Addition

Okaloosa County Sheriff's Office  
Office Space Addition

Walton County Tourist Development Council  
Space Needs Assessment and Renovation

Florida National Guard  
Quincy Armory Renovation

Airport University  
Remodeled into Award-Winning K-5 School

## Tab 3

### Experience with Similar Projects

#### Name and Location of the Project

Bay County Courthouse Addition,  
Panama City, FL

#### Nature of Firm's Responsibility

Programming, Architectural and  
Interior Design, Construction  
Documents, Construction  
Administration (Interior Submittals  
Only)

#### Project Owner's Name, Address, Phone

Bay County Board of County  
Commissioners, 840 W. 11th Street,  
Suite 2700, Panama City, FL 32401  
850-248-8302 Ken Schnell

#### Project User Agency's Representative's Name, Address, Phone: Same as "Owner" above

#### Date Project Was Completed:

Summer 2016

#### Size of Project:

60,000 SF

#### Construction Cost:

\$12,500,000

#### Work Staff Was Responsible For Same as "Firm's Responsibility" above

#### Present Status of This Project

Almost Complete / Punch Lists

#### Change Order History Showing Dollar Amounts and Time Extensions:

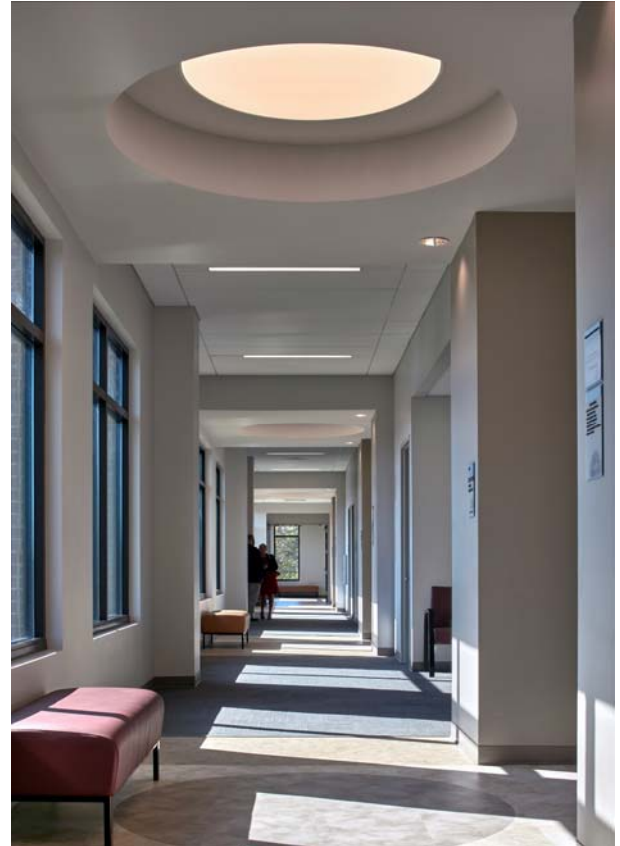
DAG Architects was not responsible  
for full construction administration  
and does not have copies of all of  
the change orders. VBA Design can  
furnish if necessary.

#### Project Manager & Key Professionals

*James Tatum, Director of  
Construction Administration*  
*Joseph Badaglia —Core Team for  
this Project*

Roger Godwin, Principal in Charge\*  
Richard Kalt, Project Manager\*  
\*Not on Core Team but Available as  
a Contributor

#### Bay County Courthouse Phased Addition



Carefully planned phasing allowed this major courthouse addition to be constructed while existing buildings, emergency exits, and inmate delivery systems remained operational.

DAG Architects was part of a joint venture responsible for the design of a new addition to the historic Bay County Courthouse, which serves the 14th Judicial Circuit. The 54,000 SF addition includes 6 courtrooms and 7 judges' chambers and hearing rooms, public spaces and court support spaces, all built over a secure parking and mechanical level. An elevated, enclosed and environmentally controlled connection links the addition to the existing courthouse and to the Sally port. Carefully planned phasing allowed this major courthouse addition to be constructed while existing buildings, emergency exits, and inmate delivery systems remained operational.

The project was in the planning stages for seven years, and underwent numerous modifications, starts and stops. During schematic design phases, different options for the building's layout, massing and image were evaluated in order to meet the desired functionality, required historic standards, and the budget. Physical and computer models, sketches, and photographs were used to convey the different options to the County and judicial personnel. As the design progressed, several options for the courtroom expressions were studied and selected, and full size plywood mockups of the courtrooms were constructed so each judge could specify any desired modifications before the construction documents were finalized.

Associated architect VBA Design (originally Collins & Associates) was responsible for exterior architecture, and DAG Architects was responsible for all interior spaces and courtrooms.



## Tab 3

### Experience with Similar Projects

#### Name and Location of the Project

Okaloosa County Sheriff's Office  
Shalimar, FL

#### Nature of Firm's Responsibility

Programming, Architectural Design,  
Construction Documents, Bidding  
and Negotiation, Construction  
Administration

#### Project Owner's Name, Address, Phone

Okaloosa County Board of County  
Commissioners  
1250 North Eglin Parkway  
Shalimar, FL 32579  
850.689.5000

#### Project User Agency's Representative's Name, Address, Phone:

J D Peacock,  
See contact info above

#### Date Project Was Completed

July 2015

Size of Project: 11,704 SF

Construction Cost: \$1,472,114

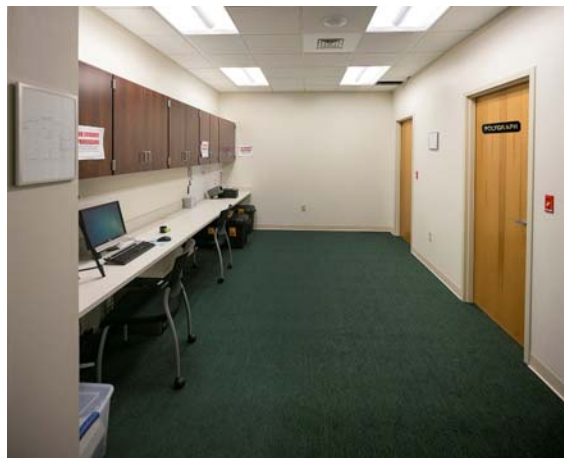
Work Staff Was Responsible For  
Same as "Firm's Responsibility"  
above

Present Status of This Project  
Completed

**Project Manager & Key Professionals**  
*Charles W. Clary III, Principal In  
Charge—Core Team for this Project*

Patrick Ballasch, Principal in Charge\*  
Wade Bradley, Project Manager\*  
Robert Johnson, QAQC\*  
\*Not on Core Team but Available as  
a Contributor

#### Okaloosa County Sheriff's Office Office Space Addition



**The 11,000 SF addition not only helped from a management standpoint by bringing all of the personnel together, but saved the County over \$125,000 a year in rent.**

A two story addition designed for the Okaloosa County Sheriff's Office consolidates several divisions that were leasing space elsewhere: the civil processing division, warrants, central communications, and the investigative unit. This office space is a great example of how DAG Architects maximizes efficiency, function, and budget.

DAG Architects had worked with the County to remodel the original 27,088 SF building, which had housed an electronics manufacturing firm before the Sheriff's office moved there in 2004.



## Tab 3

### Experience with Similar Projects

#### Name and Location of the Project

Walton County Tourist Development Council  
2577 US Highway 331 South  
Santa Rosa Beach, FL 32459-1248  
850-267-1216

#### Nature of Firm's Responsibility

Master Planning, Space needs analysis, Staff and community involvement, Programming; Architectural Design (Renovation and/ Remodeling), Construction Documents, Bidding and Negotiation, Construction Administration

#### Project Owner's Name, Address, Phone

Walton County Tourist Development Council  
2577 US Highway 331 South  
Santa Rosa Beach, FL 32459  
850.267.1216

#### Project User Agency's Representative's Name, Address, Phone: See contact info above

#### Date Project Was Completed

2014

#### Size of Project: 10,370 SF

#### Construction Cost: \$276,902

#### Work Staff Was Responsible For Same as "Firm's Responsibility" above

#### Present Status of This Project

Completed

#### Change Order History Showing Dollar Amounts and Time Extensions

DAG Architects was not responsible for full construction administration and does not have copies of all of the change orders. Dewberry Engineers can furnish if necessary.

#### Project Manager & Key Professionals

*Charles W. Clary III, Principal in Charge—Core Team for this Project*

Patrick Ballasch, Design Principal\*

\*Not on Core Team but Available as a Contributor

#### Walton County Tourist Development Council Space Needs Assessment and Renovation



#### Building condition assessments and a study of alternatives provided information for the County to make informed decisions about facilities.

DAG worked with the Walton County Tourist Development Council (TDC) to study the existing conditions of their Welcome Center, and to evaluate it in terms of its ability to provide the necessary administrative and visitor center space to meet both short and long term goals. The first phase of the project consisted of information gathering, facility condition assessments, and recommendations. Meetings were held with the TDC staff to assess their needs and to identify specific problem areas, and a questionnaire was developed to learn specifics about each person's job responsibilities and how facility-related issues impacted their ability to perform.

After assessing their needs and the condition of their existing building, and exploring alternatives including building a new facility, it was decided to renovate their current space. DAG worked with Lord & Son under a design-build agreement to make the necessary corrections to bring the building into code compliance and to correct waterproofing and air quality issues.

## Tab 3

### Experience with Similar Projects

#### Florida National Guard Quincy Armory Renovation

##### Name and Location of the Project

Florida National Guard,  
Quincy Armory Renovation  
Quincy, FL

##### Nature of Firm's Responsibility

Architectural Design (Renovation  
and/ Remodeling), Construction  
Documents, Bidding and  
Negotiation, Construction  
Administration, LEED Coordination

##### Project Owner's Name, Address, Phone

Florida Department of Military  
Affairs, PO Box 1008 St. Augustine,  
FL, 32085

##### Project User Agency's

Representative's Name, Address,  
Phone Brian Hudson, 904-827-8547

##### Date Project Was Completed

April 2015

##### Size of Project 28,780 SF

##### Construction Cost \$2,629,937

##### Work Staff Was Responsible For

Same as "Firm's Responsibility"  
above

##### Present Status of This Project

Completed

##### Change Order History Showing Dollar Amounts and Time Extensions

4 change orders/ Total 102,296.20/  
Total 58 days extension  
One for concealed conditions  
including missing framing;  
One for providing temporary shower  
facilities;  
One for Owner requested changes to  
preserve kitchen dry storage;  
One for structural modifications at  
duct openings and brick/waterproof  
foundation wall.

##### Project Manager & Key Professionals

Charles W. Clary III, Principal—Core  
Team for this Project

Jack Baker, Principal in Charge\*

Thomas Miller, Project Manager\*

\*Not on Core Team but Available as  
a Contributor



This remodel and re-roofing project is a part of the Florida Armory Revitalization Program's support of state's soldiers and their readiness by upgrading aging armory facilities.

Utilizing funding made possible by the Florida Armory Revitalization Program, DAG Architects led the design of renovations to the Florida National Guard Armory in Quincy, Florida. This armory is one of 50 statewide, many of which are over 45 years old and requiring refurbishment. The work consisted of site improvements, new energy efficient windows and doors, new ceiling system, ADA compliance, renovation of male and female latrines, shower and locker areas, fire sprinkler system, new energy efficient mechanical system, new energy efficient water heating system, new electrical system, new energy efficient lighting, and a new electrical sub-metering system.

Exterior improvements include a new standing seam retrofit roof system, removal of an earthen berm at the building perimeter and installation of a new waterproofing system and brick veneer, exterior security lighting, sealing and restriping of existing public and military parking areas, rework of existing sidewalk and parking for both ADA compliance and





## Tab 3

### Experience with Similar Projects

**Name and Location of the Project**  
University Academy Charter School  
Phase I, Panama City, FL

**Nature of Firm's Responsibility**  
Architectural Design (Renovation and Remodeling), Construction Documents, Bidding and Negotiation, Construction Administration

**Project Owner's Name, Address, Phone**  
St. Andrew Bay Land Company, 416  
Jenks Avenue, Panama City, FL  
32401. 850.215.0097. Jacob Fish

**Project User Agency's Representative's Name, Address, Phone:** Same as "Owner" above

**Date Project Was Completed**  
September 2014

**Size of Project:** 68,875 SF

**Construction Cost:** \$4,895,009

**Work Staff Was Responsible For**  
Same as "Firm's Responsibility" above

**Present Status of This Project**  
Completed

**Change Order History Showing Dollar Amounts and Time Extensions**

15 change orders / no time extensions  
12 were for owner direct purchases  
3 were for scope changes and unforeseen conditions, totaling \$112,700.

**Project Manager & Key Professionals**  
*Owen Gipson, Project Manager*  
*Joseph Badaglia — Core Team for this Project*

Roger Godwin, Principal in Charge\*  
Patrick Ballasch, Architect\*  
\*Not on Core Team but Available as a Contributor

#### University Academy Airport Remodeled into Award-Winning K-5 School



**Old airport terminal is transformed into a charter school that now ranks in the top 10% of public schools in the State of Florida.**

When a new airport opened in Panama City, the old airport property was acquired by developers planning a new community on the 704 acre site. Called "SweetBay," the carefully planned area will eventually include homes, commercial space, parks, ponds and green space.

This charter school, the University Academy, is among the first built elements of the new master planned community. The abandoned airport terminal was extensively remodeled and renovated to house a 68,000 SF charter school for 500 students, pre-K through third grade. A second phase will add more classrooms, a gymnasium and athletic fields, with the school eventually serving pre-K through 5th grades. Among the challenges faced by the design team was converting the large amount of high-ceilinged interior public space into the more intimate settings required by elementary education.





Sacred Heart Hospital on the Gulf

## Tab 4

### Team Experience - Resumes of Core Team Members

Charlie's perspective not only as an architect but as a former Florida State Senator brings an added dimension to his involvement with our clients. Throughout his career, Charlie has contributed to the architectural profession and to the State of Florida's legislative process, and his efforts have been recognized by numerous professional service awards. As the founding principal of DAG Architects, he is involved in overseeing all of the firm's projects.

#### Civic and Community Projects

Okaloosa County Administrative Center, Shalimar  
 Okaloosa County Sheriff's Office Addition, Shalimar  
 Destin Main Fire Station & Crystal Beach Fire Station, Destin  
 South Walton Main Fire Station, Santa Rosa Beach  
 DeFuniak Springs City Hall Study  
 FDLE Building Historic Renovation, Pensacola  
 Mattie Kelly Amphitheater and Village Green Phase I, Destin  
 Molino Tax Collector and Property Appraiser Facility  
 Panama City Beach Civic Complex Master Plan Update  
 Walton-DeFuniak Springs Library Addition

#### Office Buildings and Interiors

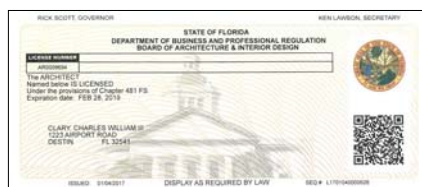
Beach Community Bank Headquarters, Fort Walton Beach  
 Destin Bank at Seagrove Beach  
 Airport Plaza Office Complex, Destin  
 Florida Department of Revenue Offices at Capital Circle, Tallahassee  
 Gulf Power Panama City Beach Lobby Renovation  
 Landmark Center Mixed Use Development, Fort Walton Beach  
 Meigs Executive Park, Shalimar  
 NatureWalk Welcome Center/Sales Building, Seagrove Beach  
 Regional Utilities Headquarters Office Building, Santa Rosa Beach  
 South Walton County TDC Building Renovations, Santa Rosa Beach

#### Recreational Projects

Beasley Park, Fort Walton Beach  
 I-10 / Highway 87 RV Park, Milton  
 NatureWalk Gathering Place/Pool and Clubhouse Design, Seagrove Beach  
 Restroom & Concession Pavilion at Plaza de Luna, Pensacola  
 RV Resort at Saint Rosa Sound, Navarre  
 St. Andrews Park New Concession Building, Panama City

#### College and University Projects

Chipola College Center for the Arts, Marianna  
 FAMU Gore Education Complex Remodeling, Tallahassee  
 FAMU Housing New 800 Bed Residence Hall, Tallahassee  
 FAMU Housing Sampson & Young Dormitory Renovations, Tallahassee  
 Gulf Coast State College Health Sciences Building, Panama City  
 Gulf Coast State College / Bay County Emergency Operations Center, Southport



**CHARLES W. CLARY III, FAIA**  
 Principal in Charge

#### Categories of Work That May Be Assigned:

Full Spectrum Architectural and Interior Design Services

#### Job Assignment for Other Projects:

Principal in Charge, Project Manager, Project Architect

**Years With this Firm:** 36

**Years With Other Firms:** 4

**Experience:** Shown at Left

#### Education:

Bachelor of Architecture, Auburn University, 1977  
 Bachelor of Arts in Environmental Design, Auburn University, 1976

#### Active Registration and Certifications:

Architecture: Florida #AR0009694

Fellow, American Institute of Architects

**Percentage of time to be assigned full-time to this project**  
 15%



## Tab 4

### Team Experience - Resumes of Core Team Members

Owen's extensive design and management experience ranges from public safety and university sports venues to K-12 schools, healthcare, and community centers. The projects listed below are representative of his extensive experience in numerous project types, new construction, remodeling and renovations.

#### Office Buildings and Interiors

Okaloosa Administration Building, Shalimar  
 Kent Forest Lawn Funeral Home Exterior Renovations, Panama City  
 Landmark Center Mixed Use Development, Fort Walton Beach  
 16 Palafox Elevator Addition and Improvements, Pensacola  
 Athens Insurers Office Building, Twin Ponds Office Park, Watkinsville, GA  
 Gulf Power One Energy Place Tenant Build Out / Renovation, Pensacola  
 The Home Depot Store Support Center Master Plan and Phase I Design, Atlanta, GA  
 Hancock Center, Panama City  
 St. Joe Company Ashley Drive Beach Commerce Park Building, Panama City

#### Public Safety Facilities

Bay County / GCSC Joint Use Emergency Operations Center, Southport  
 Callaway Public Safety Center, Callaway  
 Escambia County Perdido Key Fire Station/Community Center, Perdido Key

#### Civic and Community Projects

Okaloosa Administration Building, Shalimar  
 Town of Excel, AL, Community Safe Room, Excel  
 City of Callaway City Hall ADA Restroom Study, Callaway  
 City of Pensacola Community Resource Center at Legion Field  
 City of Pensacola Community Resource Center at Woodland Heights  
 Escambia County / Molino School Adaptive Re-Use to a Community Center, Library and Museum, Molino

#### Educational Facilities

Ferry Pass Elementary School Kitchen Renovation and Addition, Pensacola  
 Escambia High School Kitchen Modifications, Pensacola  
 Pensacola High School Kitchen Modifications, Pensacola  
 Gretchen Nelson Scott Fine Arts Center at Mosley High School, Lynn Haven  
 Mosley High School, Partial Renovation Building 1, Lynn Haven  
 University Academy, Panama City  
 Gulf Coast State College Health Sciences Building, Panama City  
 West Navarre Primary School 4 Classroom Addition and Kitchen Renovation, Navarre  
 W.H. Rhodes Elementary School Kitchen Renovation, Milton  
 Woodlawn Beach Middle School 12 Classroom Addition, Gulf Breeze  
 King Middle School Kitchen Expansion, Milton  
 King Middle School Energy Upgrades, Milton  
 Locklin Tech Center Santa Rosa Adult Office Addition, Milton



**OWEN GIPSON, RA**  
 Project Manager

#### Categories of Work That May Be Assigned:

Full Spectrum Architectural and Interior Design Services

#### Job Assignment for Other Projects:

Project Manager, Project Architect

**Years With this Firm:** 12  
**Years With Other Firms:** 24

**Experience:** Shown at Left

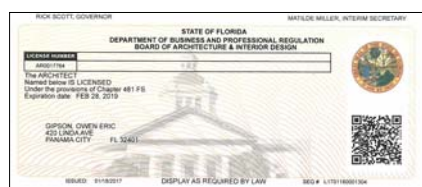
#### Education:

Bachelor of Architecture, Florida  
 A&M University, 1988

#### Active Registration and Certifications:

Architecture: Florida #AR0017764

**Percentage of time to be assigned full-time to this project**  
 25%



## Tab 4

### Team Experience - Resumes of Core Team Members

Jim's experience level and friendly disposition give him the insight and ability to lead and inspire. He is a Certified General Contractor, a Construction Administrator and a great addition to the DAG team. He brings a high level of organization, industry knowledge and leadership to project teams and excels in business development efforts because of his genuine friendliness and familiarity with the Northwest Florida region.

#### **Civic and Community Projects**

Northwest Florida Beaches International Airport  
West End Fire Station  
Columbia Correctional Institute Laundry Addition  
Baker County Correctional Institute Kitchen Renovation  
Bay County Courthouse Addition  
Franklin County Waterfront Park Improvements  
Beacon Hill Veterans Memorial Park

#### **Commercial and Healthcare Projects**

Bay Medical Center West Tower Addition  
Shrimpboat Restaurant  
The HUB Retail and Restaurant Development  
Osaka Japanese Steakhouse

#### **K-12 Education Projects**

Arnold High School Phase II Auditorium Addition  
Bay High School Gym and Food Service Additions  
Haney Technical School Miscellaneous Renovations  
Mosley High School Science & Locker Room Renovations  
Mosley High School Interior Renovations  
Parker Elementary Additions & Renovations  
Gulf County Schools Renovations  
Callaway Elementary Additions & Renovations  
North Bay Haven Middle & High School

#### **Residential and Resort Projects**

Adagio Condominium  
Villa Coyaba Condominium  
Calypso Condominium Phase I Tower I, II & Parking Deck  
Sunrise Beach Resort Condominium  
Pinnacle Housing Group Project Management  
Seachase Condominium Renovations  
Casanas Village Apartments  
Hammock Crossing Apartments

#### **Offices and Interiors**

Ashley Drive Beach Commerce Park Building, Panama City Beach  
St. Joe Company Beckrich Office Tenant Spaces, Panama City  
Bass Office Renovation, Panama City



**JAMES E. TATUM, CGC, LEED  
AP**  
Construction Administrator

#### **Education**

Bachelor of Building Construction  
University of Florida, 1986

#### **Active Registrations and Certifications**

LEED Accredited Professional  
Certified General Contractor:  
Florida

**Percentage of time to be assigned  
full-time to this project**  
35%



## Tab 4

### Team Experience - Resumes of Core Team Members

Patrick is an experienced graduate architect with a project management background in a variety of retail, commercial and restaurant projects. He grew up in Panama City, attending Mosley High School and Gulf Coast State College, and now is a valued member of DAG's Panama City team.



#### Office Buildings and Interiors

Scenic Sotheby's International Realty 30A Offices, Inlet Beach  
 Telwares Communications LLC, Destin  
 Destin Bank, Santa Rosa Beach  
 Destin Bank, Destin  
 Drug Enforcement Administration Office Building, Tallahassee

#### K-12 Educational Facilities

Sims Middle School, Kitchen Renovation & Addition, & Resource Room Addition, Pace  
 Twin Lakes Arts Magnet High School, West Palm Beach  
 Prototype K-8 School "EE," West Palm Beach  
 Trenton Elementary, Trenton FL, Fort Braden K-8 School, Tallahassee  
 Rosenwald Middle, Bus Pickup/Drop-off Improvements, Panama City  
 Bay Haven K-8 Charter Academy, Panama City  
 Emerald Bay Academy High School, Panama City  
 Arnold High School Concession/Press Box, Bay County  
 Tommy Oliver Stadium Peer Review, Bay County  
 Walton County Schools New Elementary School South, Walton County  
 Locklin Technical Center Automotive Shop Addition, Milton

#### Retail and Restaurant Projects

The Village of Baytowne Wharf, Sandestin, FL  
 Projects included 18 shell buildings from ground up, 15 tenant interior build-out packages, and 25 townhomes

- Rum Runners Dueling Piano Bar
- Penguin's Ice Cream Shoppe
- Roberto's Pizzeria
- Sockeye's Surf Shop
- Famous Door Bar and Nightclub
- Hammerheads Bar & Grill
- Poppy's Seafood Factory
- Jim N Nicks BBQ
- Acme Oyster House
- Village Bakery
- Gerard's Marketplace & Cookery
- Starbucks Coffee (two locations)

Tony's Pizzeria at Destin Commons, Destin, FL  
 Cuvee Bistro, Inlet Beach, FL  
 Lucy Buffett's Lulu's Restaurant, Destin, FL  
 Sockeye's Beach & Sport interior retail spaces, WaterColor, FL  
 Haagen-Dazs/ Big Apple Bagel interior build-out, Destin, FL  
 Target Corporation Retail Stores, San Antonio, TX, Chester, VA, and Nashville, TN  
 Media Play Retail Stores, Douglasville, GA, Fargo, ND, Pittsburgh, PA, Cincinnati, OH and Denver, CO  
 Doolittle's Air Café Restaurant, Plymouth, MN

#### PATRICK C. BOLDRICK

##### Architectural Graduate

##### Education:

- Master of Architecture, Florida A&M University, 1993
- Bachelor of Design, with Honors, University of Florida, 1990

##### Professional Affiliations

National Council of Architectural  
Registration Boards

**Percentage of time to be assigned  
full-time to this project**  
20%

## Tab 4

### Team Experience - Resumes of Core Team Members

#### Civic and Community Projects

Aaron Bessant Park Amphitheater, Panama City Beach  
 Fort Walton Beach Library Plaza Landscaping, Fort Walton Beach  
 Bay County Solid Waste Division New Waste Management Facility,  
 Panama City  
 City Hall Renovations, Panama City  
 Junior Museum of Bay County Classroom and Administration Expansion,  
 Panama City  
 The Salvation Army Phase II Gymnasium, Lynn Haven  
 Boys & Girls Club Aquatic Center, Panama City  
 Panama City Beach Chamber Center Tenant Buildout, Panama City Beach  
 City of Panama City Beach Public Works and Police Station, Panama City  
 Beach  
 Baker Correctional Institution Food Service Addition, Sanderson  
 Tomoka Correctional Institution Food Service Addition, Daytona Beach  
 Bay County Courthouse Addition, Panama City



#### K-12 Educational Facilities

Gretchen Nelson Scott Fine Arts Center at Mosley High School, Lynn Haven  
 University Academy Phase II, Panama City  
 Oakland Terrace Elementary School Additions and Renovations, Panama  
 City  
 Waller Elementary School Additions and Renovations, Panama City  
 St. Andrews School Historical Renovations, Panama City  
 Surfside Elementary School Roofing Renovations, Panama City Beach  
 Merritt Brown Elementary School Roofing Renovations, Panama City  
 Oakland Terrace Additions and Renovations, New Fine Arts Center,  
 Administration and Classroom Renovations, Panama City  
 Cedar Grove Elementary Additions and Renovations Phase II, Panama City  
 Springfield Elementary School Roof Repairs, Panama City  
 Merriam Cherry Elementary School Additions and Renovations, Panama  
 City  
 Cedar Grove Elementary School Phase I Cafeteria Addition, Panama City  
 Millville Elementary School Interior Renovations  
 Bay High School Renovations of Building 12 , Panama City  
 Gulf County School Additions and Renovations, Port St. Joe  
 Bay Haven Charter Academy Gymnasium, Panama City

#### Office Buildings and Banks

MidSouth Bank 23rd Street Branch, Panama City  
 Trustmark Bank Branch, Millville  
 Trustmark Bank Branch, Downtown Panama City  
 Trustmark Bank Seagrove Beach Branch  
 Emerald Coast Bank Jenks Ave. & 19th, Panama City  
 Apalachicola State Bank, St. George Island  
 Apalachicola St. Bank, Port St. Joe  
 Textured Coatings of America – Office & Warehouse Addition, Panama City  
 The Salvation Army - Domestic Violence Shelter – Panama City  
 Beach  
 United Way of Northwest Florida Interior Renovations, Panama City  
 Ripley's Believe It or Not Interior Renovations, Panama City Beach  
 McConnaughay Law Firm Tenant Buildout at Hancock Center, Panama City  
 Tourist Development Council Interior renovations, Panama City Beach  
 BlueCross & Blue Shield Buildout at Hancock Center, Panama City

#### JOSEPH A. BADAGLIA CADD Design

##### Categories of Work That May Be Assigned:

Full Spectrum Architectural Services

##### Job Assignment for Other Projects: Project Manager, CADD Design, Production

**Years With this Firm:** 3  
**Years With Other Firms:** 14

**Experience:** Shown at Left

**Education:**  
 A.S., Drafting and Design  
 Technology, Gulf Coast State  
 College

**Active Registration and  
Certifications:**  
 None

**Percentage of time to be assigned  
full-time to this project**  
 5%

## Tab 4

### Team Experience - Resumes of Core Team Members

**Bayne Collins, AIA**, founded Collins & Associates, Inc, an architectural/planning firm, in 1966, and has provided architectural services to private clients as well as Federal, state and local governments in Florida and the Southeastern United States ever since. In 2013, he joined forces with Victoria Williams to form VBA Design, but dissolved that relationship in 2015. He now is associated with DAG Architects as an architect of counsel, and leads projects for the firm with his long-standing client base.

#### Civic and Community Projects

Bay County Courthouse, Panama City  
Panama City Beach Public Library  
Liberty County Courthouse Renovations and Addition, Bristol  
Federal Courthouse, Panama City  
Bay County-Panama City Joint Use Governmental Center, Panama City  
Children's Advocacy Center Office Building, Panama City  
Fish and Wildlife Building, Mammoth Springs, AR  
Bay County Jail and Courthouse Addition, Panama City  
Drug Enforcement Administration Regional Office Building, Panama City  
Drug Enforcement Administration Building, Tallahassee  
Bureau of Immigration & Customs Enforcement, Pearl, MS  
State Attorney / Public Defender Offices, Panama City

#### Public Safety Facilities

West End Fire Station, Panama City Beach  
Central Fire Station, Panama City  
Sand Hills Fire Station, Bay County  
Thomas Drive Fire Station, Bay County  
Youngstown Fire Station, Bay County

#### Other Representative Projects

Shrimp Boat Restaurant, Panama City  
Pier Park Beachfront Improvements, Panama City Beach  
Silver Slipper Casino, Waveland, MS  
Holiday Inn Express, Enterprise, AL  
Citizens Federal, Apalachicola  
Bayside Savings Bank, Port St. Joe  
Peoples First Corporate Center (now Hancock Bank), Panama City  
FSU Barron Building, Panama City Campus, Panama City  
Sunland Medical Services Center, Marianna  
Helicopter / Test Craft Support Facility (NCSC), Panama City  
After School Care Facility, Panama City  
Celadon Beach Resort, Panama City Beach  
Sunset Pier, Panama City Beach  
Treasure Island Condominium, Bay County  
Sunrise Beach, Panama City Beach



#### **BAYNE COLLINS, AIA** Architect of Counsel

**Categories of Work That May Be Assigned:**  
Full Spectrum Architectural Services

**Job Assignment for Other Projects:**  
Principal in Charge, Architect,  
Consulting Architect

**Years With this Firm: 2**  
**Years With Other Firms: 50**

**Experience:**  
Shown at Left

**Education:**  
Bachelor of Architecture, University of Florida, 1963  
Master of Science in Urban & Regional Planning, Florida State University, 1969

**Active Registration and Certifications:**  
Architecture: Florida #4311  
Interior Design: Florida #3612  
General Contractor: Florida #CG-C062844  
Threshold Building Inspector:  
Florida #0049  
NCARB #14426





TAB 5—TEAM QUALIFICATIONS



Mosley High School  
Building 1 Renovations

## Tab 5 Team Qualifications

a) Provide the total number of professionals in your organization who may be assigned to this work and their availability to provide services on relatively short notice for the projects that are contemplated in this contract. b) Give brief resume of personnel including, but not limited to the following information: i) Name and title ii) Indicate categories of work that may be assigned iii) Job assignment for other projects iv) How many years with this firm v) How many years with other firms vi) Experience (a) Types of projects (b) Size of projects (c) What were the specific project involvements? vii) Education viii) Active registration(s) and certification(s) (a) Provide all required licenses and certificates. ix) Other experience and qualifications that are relevant to this project.



### **DAG Architects Inc.**

*Architectural Design / Construction Administration*

#### **Charles W. Clary III, FAIA**

Principal in Charge

#### **Owen E. Gipson, RA**

Project Manager

#### **James E. Tatum, CGC, LEED AP**

Director of Construction Administration and Management

#### **Local Staff**

Patrick Boldrick, Associate AIA • Joe Badaglia  
LeeAnne Brown, Associate AIA, • Michael Higdon, RA  
Bayne Collins, Architect of Counsel

#### **Other Professional Staff**

Roger T. Godwin, AIA, LEED AP • Jack D. Baker, AIA, FCP • Patrick L. Ballasch, AIA, LEED AP • Tom Miller, RA  
Ken Greene\* • Dave Luttrell, RA, FCP, LEED AP • Robert E. Johnson, RA • Derek Salter, RA • Jamey Mattern, AIA  
Jesse Kirkland, AIA, LEED AP • Sara Pristera, Assoc. AIA\* • Jehna Winger, Assoc. AIA\*  
Dan Augustin, Assoc. AIA, LEED AP\* • Wade Bradley\* • Alex Gacic • Mike Martin • Steven Nicholson\* • Jamie  
Stephens, Assoc. AIA, LEED AP • Michelle Riegner, AIA • Sandra Taunton, RA, LEED AP • Elena Bradbury, AIA  
LauraLee Diallo, Assoc. AIA  
Hugh Holder \*

\* Architectural Associate

## **Engineering Consultants**

### **David H. Melvin Consulting Engineers - Structural Engineering**

O. Sean Martin, PE, SECB

### **Bagwell Engineering -Electrical Engineering**

David Bagwell, PE, RCDD

### **Watford Engineering - Mechanical Engineering**

David Watford, PE, LEED AP

### **Southern Earth Sciences - Geotechnical Engineering**

Michael K. Varner, P.E., L.A.C.

## Tab 5 Team Qualifications

The core team available to do work for the TPO project is listed below. Located in our Panama City office, these are the individuals who would be able to respond on short notice for any project needs.

While we anticipate that most requirements will be handled by this core team, the following pages outline the background of more of our professional personnel, who would be available to assist the core team as required to meet deadlines or provide specialized expertise.

Name	Licenses	LEED AP	Education	Years Experience	Representative Governmental Design Experience (Federal, State, Local)
Charles W. Clary, III, FAIA, Principal	Architect: Florida		Auburn University B. Architecture B. Environmental Design	40	FL DMS, FL DMA, FL DEP, FL Dept. of Revenue; FDLE; Cities of Pensacola, Fort Walton Beach, Crestview, DeFuniak Springs, Panama City Beach, Chipley, Dallas, Mary Esther & Destin; Okaloosa, Walton & Escambia Counties; Okaloosa County EDC; Destin Fire Control District, South Walton Fire District
Owen Gipson, RA	Architect: Florida		Florida A&M University B. Architecture	36	Cities of Pensacola and Callaway; Town of Excel (AL); Okaloosa, Bay and Escambia Counties
Jim Tatum	General Contractor: Florida	Yes	University of Florida Bachelor of Building Construction	32 (1 year with DAG)	Bay County, Panama City Beach, City of Panama City, Franklin County, and Baker County, and Bay, Walton, Okaloosa, and Santa Rosa County School Districts; Gulf Coast State College, Tallahassee Community College
Patrick C. Boldrick			Florida A&M University Master of Architecture	24 (2 years with DAG)	US Drug Enforcement Administration; Cities of Panama City, Panama City Beach and Destin; Bay, Walton, Okaloosa, and Santa Rosa County School Districts; Gulf Coast State College, Tallahassee Community College
LeeAnne Brown			University of Florida Bachelor of Design, Major in Architecture	1.5 years	Bay County, Panama City Beach, City of Panama City; Bay, Walton, Okaloosa, and Santa Rosa County School Districts; Gulf Coast State College, Tallahassee Community College
Bayne Collins, AIA	Architect: Florida Interior Designer: Florida Threshold Inspector: Florida		Florida State University, Master of Science in Urban Planning University of Florida Bachelor of Architecture	50 (1.5 years with DAG)	FL Fish & Wildlife; US Drug Enforcement Administration; US Bureau of Immigration & Customs Enforcement; FL State Attorney; Bay and Liberty Counties; City of Panama City Beach
Joseph A. Badaglia			Gulf Coast State College	189 (3 years with DAG)	Bay County; Cities of Fort Walton Beach, Panama City, and Panama City Beach; Bay, Walton, Okaloosa, and Santa Rosa County School Districts; Gulf Coast State College, Tallahassee Community College



## Tab 5 Team Qualifications

Name	Licenses	LEED AP	Education	Years Experience	Representative Governmental Design Experience (Federal, State, Local)
Roger T. Godwin, AIA, LEED AP, Principal	Architect: Florida, Georgia, Texas, Kansas, North Carolina	Yes	Auburn University B. Architecture B. Interior Design B. Environmental Design	35	FL DMS, FL DOAH, FL Dept. of Revenue; Okaloosa, Bay & Escambia Counties, Cities of DeFuniak Springs, Rosemary Beach, WaterColor, Dallas, Pensacola, Panama City & Panama City Beach, Okaloosa County EDC
Patrick L. Ballasch, AIA, LEED AP, Principal	Architect: Florida	Yes	University of Florida Master of Architecture	27	FDLE; Okaloosa, Walton & Escambia Counties, Cities of Callaway, Pensacola, Gainesville, Panama City, DeFuniak Springs, Fort Walton Beach, Crestview, Panama City Beach, Tallahassee & Destin; Liberty Fire District, Ocean City-Wright Fire Control District, Destin Fire Control District, Okaloosa Island Fire Department, South Walton Fire District; Niceville Housing Authority
James W. Mattern, Jr., AIA	Architect: Florida		Tulane University Master of Architecture	22	US Air Force, US Army Corps of Engineers, US Coast Guard; AAFES; US Post Office; FL DMA, FL DEP; FL Dept. of Wildlife; Okaloosa and Bay Counties; City of Gainesville; Fort Walton Beach Housing Authority
David C. Luttrell, RA, FCP, LEED AP	Architect: Florida	Yes	University of Kansas B. Architecture	29	US Air Force, US Postal Service, US Army Corps of Engineers; FL DMS, FL DMA; FL FHP; Missouri Dept. of Conservation; Missouri Dept. of Fish & Wildlife; Escambia County, City of Pensacola; Town of Excel, Pensacola Area Housing Commission, ECUA
Sara Pristera, Assoc. AIA			Clemson University Master of Architecture	7	FL DMS, FL DMA, FL DEP, FL DOH, FL FWC; Alachua, Okaloosa and Escambia Counties; Cities of Gainesville & Panama City; Santa Rosa County and Escambia County School Districts
Derek Salter, RA	Architect: Florida		Mississippi State University B. Architecture	18	FL DMA; FL DMS; FL FHP; City of Pensacola; Pensacola Area Housing Commission; Town of Excel (AL); Escambia and Okaloosa Counties
Jehna Winger, Assoc. AIA			Florida A&M University Master of Architecture	2	FL Department of Military Affairs; FL Dept. Of Management Services; City of Tallahassee
Hugh F. Holder, Assoc. Member Barbados Institute of Architects			University of Technology (Jamaica) Bachelor of Architectural Studies*	10	Royal Barbados Police Force  *Hugh is currently a Master of Architecture candidate at Florida A&M University

## Tab 5 Team Qualifications

Name	Licenses	LEED AP	Education	Years Experience	Representative Governmental Design Experience (Federal, State, Local)
Jack D. Baker, AIA, FCP, Principal	Architect: Florida and Alabama		Troy State University B.S. Management	53	FL DEP, FL DMA, FL DMS, FL DOAH, FL Dept. of Children & Families, FL FHP; Okaloosa, Walton and Escambia Counties; Cities of Fort Walton Beach, Destin, Tallahassee, Pensacola, Crestview, Mary Esther & Chipley; Town of Excel; Ocean City-Wright Fire Control District, Liberty Fire District; South Walton Fire District; Fort Walton Beach Housing Authority; Pensacola Area Housing Commission
Robert E. Johnson, RA, Principal	Architect: Alabama		Massey Technical Institute	46	FL DMS; FL Dept. of Revenue, FL FHP; Alabama State Retirement System; Bay, Okaloosa & Escambia Counties, FL; Alabama Dept. of Mental Health; Chambers, Autauga, Baldwin, Hale, Lawrence, Jackson Counties, AL; Cities of Destin, Panama City, Fort Walton Beach, Crestview, Pensacola, Mary Esther, Chipley & Gainesville; Town of Excel; Ocean City-Wright Fire Control District
Sandra Taunton, RA, LEED AP BD+C	Architect: Florida	Yes	Mississippi State University B. Architecture	19 (.5 year with DAG)	City of Pensacola; Escambia County; Santa Rosa and Escambia County School Districts
Wade Bradley			Florida A&M University B. Architecture	15	FL DEP; Escambia and Okaloosa Counties; Cities of Pensacola, Fort Walton Beach, Callaway, Mary Esther, Panama City, and Dallas; Town of Excel (AL); Ocean City-Wright Fire Control District
Alex F. Gacic			University of Wisconsin B.S. Industrial Technology	33	FL DEP, FL Dept. of Children and Families; Okaloosa County; Cities of Fort Walton Beach, Crestview, Chipley, Destin, & Gainesville; Town of Excel (AL); South Walton Fire District; Ocean City-Wright Fire Control District, Fort Walton Beach Housing Authority, Niceville Housing Authority
Thomas Miller, RA	Architect: Florida Interior Designer: Florida		Florida A&M University B. Architecture	30	FL DMS, FL DMA, FL DEP, FL DOH, FL FWC; Alachua County; Cities of Gainesville & Panama City
Kenneth Greene			Florida A&M University B. Architectural Studies	13	FL DMA, FL DMS, FL DOAH, FL Dept. of Children, FL DEP; Cities of Panama City, Tallahassee and Gainesville; Bay County; Leon, Santa Rosa, Escambia, Bay, and Walton County School Districts

## Tab 5 Team Qualifications

Name	Licenses	LEED AP	Education	Years Experience	Representative Governmental Design Experience (Federal, State, Local)
Steven Nicholson			Savannah College of Art & Design, Master of Architecture	3 (2 years with DAG)	South Walton Fire District
Daniel Augustin, Assoc. AIA, LEED AP		Yes	Iowa State University B. Architecture	30	US Air Force, US Postal Service, FL DEP, FL Dept. of Children & Families; Cities of Callaway, Destin, Dallas, Seaside, Panama City & Gainesville; Escambia, Bay, Walton and Okaloosa Counties; Liberty Fire District, Ocean City-Wright Fire Control District, Destin Fire Control District, Okaloosa Island Fire Department, South Walton Fire District



Okaloosa County Sheriff's Office Addition

## Our Team

Registered Architects	21
Architectural Associates	12
Construction Managers / Administrators	4
LEED AP Certified	11
CPTED Certified (Crime Prevention Through Environmental Design)	2

## Tab 5

### Team Qualifications - Consultants / Subcontractors

c) List of sub-consultants, if any i) Name any sub-consultants 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) Minority/Women Business Enterprise – Office of Supplier Diversity (OSD) certification (if applicable)



#### EXPERIENCE

Florida Supreme Court, Courthouse Renovations and Improvements  
 FSU Haskins Circus Parking and Pedestrian Improvements,  
 Civil and Structural Design  
 South Walton Elementary School New Construction\*,  
 Structural Design  
 Washington County Health Department Parking lot Site Design,  
 Building Addition  
 Riversink Elementary School, Structural Design  
 Walton County Schools, New Construction Walton County Middle School,  
 Structural Design  
 Jackson County New K-8\*, Structural Design  
 FSU Call-Dewey Street Pedestrian Improvements,  
 Civil and Structural Design  
 FSU Keen Science Building Repair and Renovations,  
 Structural Design  
 FSU College of Medicine, MRI Suite Renovations,  
 Structural Design  
 FSU Thagard Health Center Renovations, Structural Design  
 FSU UCC Testing Center Renovations, Structural Design  
 TCC Wakulla Environmental Institute\*, New Construction,  
 Structural Design  
 Apalachee Elementary School Classroom Addition\*,  
 Structural Design  
 Jackson County Health Department, New Construction,  
 Civil and Structural Design  
 Florida State University National High Magnetic Field Laboratory,  
 Various New Construction and Renovations,  
 Structural Design  
 Green Circle BioEnergy, Inc., Structural Design  
 Family Dollar Distribution Site Design, Threshold Inspection

\*Denotes project completed  
 with DAG Architects



**O. Sean Martin**  
 PE, SECB, LEED AP, BD+C  
*Civil / Structural Engineer*

**Experience:**  
 Shown at Left

**Education:**  
 PhD Candidate,  
 Structural Engineering  
 Florida State University, 2018

M.S. Civil Engineering, 4.0 GPA  
 Florida State University, 2000

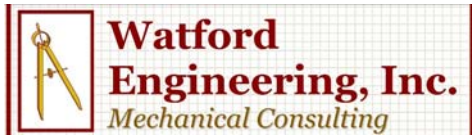
B.S., Civil Engineering, Cum Laude  
 Florida State University, 1993

**Active Registration and  
 Certifications:**

Professional Engineer: FL  
 Professional Engineer No. 53939; FL  
 Special Inspector of Threshold  
 Buildings No.1183; AR Professional  
 Engineer No. 13369; GA  
 Professional Engineer No. 22518; KY  
 Professional Engineer No. 32308;  
 LA Professional Engineer No.  
 29549; VA Professional Engineer  
 No. 51994; MS Professional  
 Engineer No. 16953; PA  
 Professional Engineer No. 62001

## Tab 5

### Team Qualifications - Consultants / Subcontractors



#### OFFICES INVOLVED

4471 Clinton Street  
Marianna, Florida

#### AVAILABLE STAFF

David N. Watford, PE  
LEED AP

#### PRIMARY SERVICES

Mechanical Consulting

#### COMPANY BACKGROUND

Founded in 2007  
Over 20 Years of Experience in  
Building Construction

#### CERTIFICATES OF AUTHORITY

- Florida - 27825
- Alabama - 3413
- Georgia - PEF005991
- North Carolina - C-4211



#### FIRM PROFILE

David N. Watford, PE is a mechanical engineer and President of Watford Engineering, Inc. His project experience includes a wide variety of clients and project delivery methods. Mr. Watford's career in building construction began in 1996 working as a designer for a fire sprinkler company. In 1997 he began a mechanical engineering career with a consulting firm in Pensacola, FL where he eventually became partial owner, Vice President, and head of the mechanical department in 2003. This company included a total of 35 employees and three office locations when Mr. Watford left to form Watford Engineering, Inc. in 2007.

**Watford Engineering, Inc** has experience as the prime design professional and delegated design professional for education, government, and commercial projects. Our staff currently includes one professional engineer and LEED AP with over twenty years of experience, one professional engineer with over thirty years of experience, three graduate engineers, one designer, two office admin staff. Our variety of experience along with our reputation for quality, responsiveness, and ability to meet deadlines regardless of project size helps Watford Engineering and our clients succeed.

**Design Software** utilized includes the latest editions of Autodesk's MEP and Revit software for construction documents and 3D building modeling. HVAC loads and life cycle cost analyses are performed using Carrier's Hourly Analysis program. We maintain a high speed cable internet connection and secure FTP site for file transfer.

**Office Equipment** includes redundant backup of project files with two digital drives. Hard copy storage of construction documents and submittal data is on site as well. Our Ricoh wide format printer is used for crisp high speed printing of construction documents.

**Our Main Goal** is to respond to the needs of our clients in a timely manner with quality designs and construction administration services. Our clients return to us time and again for our experience and the service received during design and construction. Over 90% of our work is repeat business. Watford Engineering currently holds continuing contracts with School Districts in Bay, Jackson, and Escambia County. In addition, we support architects with similar contracts in Walton and Washington County Schools, Chipola College, and Northwest Florida State College.

**Watford Engineering's Design Philosophy** is to tailor our designs to the client's economic needs in both the long and short term. We strive to produce sustainable designs with practical and innovative features that meet the project budget. A few examples of these features include geothermal, energy recovery chillers, air side energy recovery, and ultra low water consumption plumbing fixtures. Careful consideration is given to the current and future needs of the client so that our designs are easily expanded to accommodate future growth.

**Construction Administration** is very important for a successful project. Watford Engineering delivers close and timely observation of the construction process to insure the project is built to meet or exceed requirements of the construction documents.





## Tab 5

### Team Qualifications - Consultants / Subcontractors



Over nineteen years of experience designing commercial, religious, institutional, and educational projects. David has extensive experience with geothermal, hybrid geothermal, central plant chilled water/hot water, and unitary HVAC systems. David has project management and design experience for MEP projects ranging from two classroom additions to new facilities exceeding 380,000 sf. He regularly performs studies and reports to evaluate existing facilities and make recommendations for indoor air quality, energy efficiency upgrades, and equipment replacements.

Mr. Watford has completed projects for local government entities including the City of Pensacola, Escambia County, Santa Rosa County, City of Panama City, City of Panama City Beach, City of Marianna, Bay County, and Jackson County.

#### **MECHANICAL SYSTEMS**

Geothermal, Water Source Heat Pumps, Chilled Water, Hot Water, Primary-Secondary Pumping, Variable Volume Primary Pumping, Unitary HVAC, Central Plant Energy Recovery Systems

#### **REFERENCE PROJECTS**

Panama City Beach Police Department,  
City of Panama City Beach, FL - 2014

New 20000 SF facility. Mechanical systems include air cooled chiller and boiler with variable volume air handling units and digital controls. Design also included plumbing and fire sprinkler. \$4.5M

Okaloosa County Administration,  
Okaloosa County, Shalimar, FL -2015

New 62000 SF three floor facility. Mechanical systems include air cooled chillers and boiler with vav air handling units and digital controls. Design also included plumbing and fire sprinkler. \$12M

Panama City Beach Public Works  
City of Panama City Beach, Panama City Beach, FL - 2014

New 20000 SF two story facility. Mechanical systems include an air-cooled chiller and boiler with variable volume air handling units. Digital controls were included. Design also included plumbing and fire sprinkler.

Jackson County Vehicle Maintenance Facility,  
Jackson Co., Marianna, FL- 2012

New vehicle maintenance facility. Mechanical design included ventilation and gas fired infrared heat for storage and maintenance bays and high efficiency heat pumps for the administration area. Plumbing design included typical commercial fixtures, compressed air, and oil collection.

City of Marianna City Hall Renovations,  
Marianna, FL- 2011

HVAC renovations of the existing City Hall including the main Fire Station. Mechanical design included high efficiency furnaces with DX air conditioning units and simple controls.



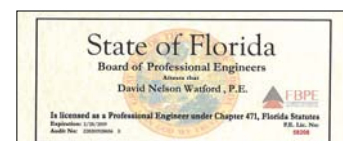
**David N. Watford**  
PE, LEED AP  
*Mechanical Engineer*

**Experience:**  
Shown at Left

**Education:**  
Bachelor of Science  
Mechanical Engineering  
Florida State University, 1996

**Active Registrations:**  
Professional Engineer: FL  
Professional Engineer No. 58208;  
Professional Engineer: AL  
Professional Engineer No. 26142;  
Professional Engineer: MS  
Professional Engineer No. 18409;  
Professional Engineer: GA  
Professional Engineer No.  
PE035507;

**Professional Affiliations:**  
ASHRAE  
ASPE  
ASME  
LEED



## Tab 5

### Team Qualifications - Consultants / Subcontractors



#### OFFICES INVOLVED

Panama City Beach, FL  
Mobile, AL

#### AVAILABLE STAFF

Mike Varner, P.E.  
Lewis Copeland, Jr., P.E.  
Matt Coaker, P.E.  
Logan Fowler, P.E.

#### PRIMARY SERVICES

Geotechnical Engineering  
Materials Testing  
Inspection Services

#### COMPANY BACKGROUND

Founded in 1976  
Offices in FL, AL, & LA

#### DIFFERENTIATORS

- Experience with local soil conditions
- Experience in large master-planned public facility sites
- Experience with courthouse projects
- Rapid site evaluation technology

Licensee Details	
Licensee Information	
Name:	SOUTHERN EARTH SCIENCES INC (Primary Name)
Main Address:	PO BOX 160745
County:	MOBILE Alabama 36616
	OUT OF STATE
License Mailing:	
License Location:	
License Information	
License Type:	Certificate of Authorization
Rank:	Cert of Auth
License Number:	3737
Status:	Current
Licensure Date:	08/16/1983
Expires:	02/28/2019
Special Qualifications	
	Qualification Effective



#### COMPANY PROFILE

Southern Earth Sciences, Inc. (SESI) was founded in 1976 in Mobile, Alabama with the goal of providing innovative geotechnical solutions to problems in complex foundation design. Over the decades, SESI's services have grown to include a wide array of environmental consulting services, construction materials testing, and other construction inspection services. SESI's client base consists of public entities, including schools, municipalities, State agencies, and military institutions—many of which are performed under continuing professional services contracts.

Companywide, the SESI team has approximately 165 technical and professional staff. This includes engineering technicians, professional engineers and geologists, environmental scientists, and administrative professionals. SESI has performed hundreds of geotechnical projects in the Florida Panhandle and is very familiar with local subsurface conditions. This local knowledge enables SESI engineers to evaluate sites with efficiency and high confidence.

#### INNOVATIVE TECHNOLOGY FOR DESIGN-BUILD PROJECTS

One such innovative technology appropriate for this project pursuit is our track-mounted Geoprobe® direct-push drill rig. This machine, about the size of a compact car, enables subsurface data collection through **Cone Penetration Testing (CPT)** and **Macro-Core** borings.

The CPT allows for rapid collection of soil parameters measured at approximately 0.75" increments. This data is representative of ***in-situ soil conditions***. The information obtained allows engineers to detect the slightest variation in soil conditions and more accurately determine settlement, pile capacities, soil strength characteristics, and many other parameters for ***structural design***.

The same machine can be used to collect macro-core soil samples, which are continuously collected soil samples. The soil is collected in clear PVC liners hydraulically pushed by the direct-push rig. The soil can be further classified and tested in our laboratory. Additionally, due to the accuracy of this method, ***this is the preferred method of NFWMD*** for performing ***stormwater design*** borings. Additional services include ***high and low strain dynamic pile testing***.

## Tab 5

### Team Qualifications - Consultants / Subcontractors

Mr. Bagwell has provided electrical and communications engineering services since 2002. He is experienced in military, commercial, educational, healthcare, industrial, and residential type construction projects. His design experience includes lighting, power, low voltage distribution, emergency power systems, fire alarm, communications, and numerous electronic systems. He is also experienced in site surveying, site inspections and field investigations in evaluating electrical and communications systems.

Mr. Bagwell is often the lead project engineer for both electrical and communications projects and also has extensive experience in telecommunications engineering including: fiber optics, multiplexing fiber systems, Local Area Networks (LAN's), gigabit Ethernet, wireless networks, security, access control, audio-visual, and intercom systems. He has designed communication systems for all size renovations and new construction.

#### REFERENCE PROJECTS

##### Bay County Courthouse Addition, Panama City, Florida

This addition will include one story of parking and two stories of courtrooms, judges suites, public assembly areas, and public restrooms. The finished space will consist of over 40,000 SF finished space with underground parking.

##### EOC Warehouse for Bay County, Panama City, Florida

An approximately 11,400 sq. ft. storage warehouse consisting of lighting, power, communications, and fire alarm system. A new Solar Power panel array was installed on the roof to reduce the maximum power to net zero.

##### EOC Shelter Retrofit Project – Waller Elementary and Rutherford High School, Bay County Florida

The project entailed reworking the existing electrical distribution to setup an existing classroom building as an EOC Shelter. The manual transfer switch was provisioned with CAM locks for easy connection to the County's portable generator.

##### Administrative Campus Police Station, Panama City Beach, Florida

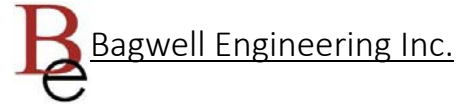
A new approximately 27,000 sq ft. public works building consisting of lighting, power, communications, security, and fire alarm. A diesel generator will fully backup the facility.

##### Public Library for the City of Panama City Beach, FL

A new 10,694 sq. ft. library consisting of lighting, power, communications, and fire alarm.

##### Exelis Warehouse, Panama City Beach, Florida

The project constructed a new 70,000 SF Warehouse and 35,000 SF two story Office Building for a total of 105,000 SF new facility.



**David M. Bagwell**  
PE, RCDD  
*Electrical Engineer*

**Experience:**  
Shown at Left

**Education:**  
Bachelor of Science  
Electrical Engineering  
University of Florida, 1998

**Active Registrations:**  
Professional Engineer: FL  
Professional Engineer No. 59251;  
Professional Engineer: AL  
Professional Engineer No. 33694;  
Professional Engineer: MS  
Professional Engineer No. 21355;

**Professional Affiliations:**  
Building Industry  
Consulting Service  
International (BICSI)  
#163206R  
(Registered  
Communications  
Distribution Designer  
(RCDD)





## Tab 5

### Compliance: FCCNA & Buy America & Buy American

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

In our 36 year history of providing architectural and design services to the Gulf Coast, we have gained a great deal of experience in sourcing local and American goods and services. We are knowledgeable in the field and able to fully assess the options available within our country and local area so that we can make the best decision possible for our country's economy and prosperity. Through our variety of project types and thorough experience, we have become well-versed and always fully compliant with the Florida Consultants' Competitive Negotiations Act and the Federal Buy America and Buy American requirements.







Gulf Coast State College Health Sciences  
Building Remodel



## Tab 6 DBE Participation

Describe your team's intention for the use of DBE qualified firms.

Although none of our team member firms are minority businesses, all of them are small businesses.

If selected, we will strive to include women and minority-owned businesses wherever possible, and encourage the selected contractor to do the same. Additional opportunities to subcontract to minorities and women may be in interior design work, in landscaping, or for specialized site lighting.

Another option to maximize minority participation is through the use of The Fitzgerald Collaborative Group, a minority architectural firm that DAG Architects has a relationship with and part ownership of. We currently serve as a mentor to them, and provide backup manpower until they grow to a size where they can be self-sustaining.

The Fitzgerald Collaborative was formed in 2010 by several principals of DAG Architects and Darrell Fitzgerald, a former partner of one of the principals, Roger Godwin. They saw an opportunity to leverage Darrell's 41 years of experience in the southeast U.S. Darrell then joined as majority shareholder in the Collaborative, and combining his experience with that of his partners has resulted in the firm gaining work with the Dallas Independent School District, the City of Tallahassee, Florida A&M University, and others. He and Donald Gray, Jr. now lead the firm, which shares office space with DAG's Tallahassee office.

Should it become desirable to use the Fitzgerald Collaborative Group as a minority firm, we can provide further information or fee proposals for specific tasks in order to utilize their services as a sub-consultant.







Panama City Beach New City Hall

## Tab 7

### Required Additional Forms

#### SUBMITTAL FORM TPO-RFQ 18-01

This submittal of DAG ARCHITECTS 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: DAG ARCHITECTS INC.  
Prepared By: ASHLEIGH VOISIN  
Contact Email: AVOISIN@DAGARCHITECTS.COM  
Address: 425 HARRISON AVE STE. B, PANAMA CITY  
Telephone: 850.387.1071  
Consultant's License No: AAC 000745

  
Signature of Authorized Representative

APRIL 6, 2018  
Date

SEAL: (If bid is by Corporation)



## Tab 7 Required Additional Forms

### ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. 1 DATED 3/26/18

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

Name of Firm: DAG ARCHITECTS INC.

Authorized Signature 

Printed Name: CHARLES W. CLARY III, FAIA

Title: PRINCIPAL, ARCHITECT

Date: APRIL 6, 2018

It is the responsibility of the firm to ensure that they have received addendums if issued. Call Transit Operations Coordinator, Lamar Hobbs, Bay County Board of County Commissioners, Transit Department at (850) 248-8167, or email [lhobbs@baycountyfl.gov](mailto:lhobbs@baycountyfl.gov) prior to submitting your submittal to ensure that you have received addendums.


## Tab 7

### Required Additional Forms

#### 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: DAG ARCHITECTS INC.

Authorized Signature: 

Printed Name: CHARLES W. CLARY III, FAIA

Title: PRINCIPAL, ARCHITECT

Date: APRIL 6, 2018

## Tab 7

### Required Additional Forms

#### 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 Operations Coordinator, Mr. Lamar Hobbs, Proposer shall thereafter cooperate with the any review and investigation of such information, and comply with any instruction it receives from the Transit Operations Coordinator in regard to remedying the situation.

Name of Firm:

DAG ARCHITECTS INC.

Authorized Signature



Printed Name:

CHARLES W. CLARY III, FAIA

Title:

PRINCIPAL, ARCHITECT

Date:

APRIL 6, 2018



## Tab 7 Required Additional Forms

### FEDERAL CLAUSES ARCHITECTURAL/ENGINEERING

Vendor: DAG ARCHITECTS INC Date: 4-6-2018

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

THESE FEDERAL CLAUSES DO NOT APPLY TO MICRO-PURCHASES (\$3500 OR LESS, EXCEPT FOR CONSTRUCTION CONTRACTS OVER	
<input checked="" type="checkbox"/>	Fly America Requirements
<input checked="" type="checkbox"/>	Seismic Safety
<input checked="" type="checkbox"/>	Energy Conservation Requirements
<input checked="" type="checkbox"/>	Access to Records and Reports
<input checked="" type="checkbox"/>	Federal Changes
<input checked="" type="checkbox"/>	No Government Obligation to Third Parties
<input checked="" type="checkbox"/>	Program Fraud and False or Fraudulent Statements or Related Acts
<input checked="" type="checkbox"/>	Termination
<input checked="" type="checkbox"/>	Government Wide Debarment and Suspension (Non Procurement)
<input type="checkbox"/>	Contracts Involving Federal Privacy Act Requirements
<input checked="" type="checkbox"/>	Civil Rights Requirements
<input checked="" type="checkbox"/>	Patent and Rights in Data
<input checked="" type="checkbox"/>	Disadvantaged Business Enterprise
<input checked="" type="checkbox"/>	Prompt Payment
<input checked="" type="checkbox"/>	Incorporation of Federal Transit Administration (FTA) Terms

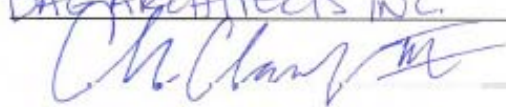
OTHER FEDERAL REQUIREMENTS (THE FOLLOWING REQUIREMENTS ARE NOT FEDERAL CLAUSES)	
<input type="checkbox"/>	Full and Open Competition
<input type="checkbox"/>	Prohibition Against Exclusionary or Discriminatory Specifications
<input type="checkbox"/>	Conformance with ITS National Architecture
<input type="checkbox"/>	Access Requirements for Persons with Disabilities
<input type="checkbox"/>	Interest of Members or Delegates to Congress
<input type="checkbox"/>	Ineligible Contractors and Subcontractors

## Tab 7 Required Additional Forms

Other Contract Requirements
Compliance with Federal Regulations
Real Property
Access to Services for Persons with Limited English Proficiency
Environmental Justice
Environmental Protections
Geographic Information and Related Spatial Data
Geographic Preference
Organizational Conflicts of Interest
Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only
Veterans Preference
Safe Operation of Motor Vehicles
Catalog of Federal Domestic Assistance (CFDA) Identification Number
CFDA Number for the Federal Transportation Administration

### Acceptance

Name of Firm: DAG ARCHITECTS INC.

Authorized Signature: 

Printed Name: CHARLES W. CLARY III, FAIA

Title: PRINCIPAL ARCHITECT

Date: APRIL 6, 2018

## Tab 7

### Required Additional Forms

#### **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.

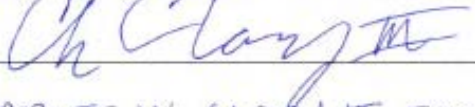
- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 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

## Tab 7 Required Additional Forms

- (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: DAG ARCHITECTS INC.

Authorized Signature: 

Printed Name: CHARLES W. CLARY III, FAIA

Title: PRINCIPAL, ARCHITECT

Date: APRIL 4, 2018



## Tab 7

### Required Additional Forms

#### DRUG FREE WORKPLACE Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Name of Firm: DAG Architects Inc.

Authorized Signature:



Printed Name: Charles W. Clary III, FAIA

Title: Principal, Architect

Date: April 6, 2018

**EXHIBIT B**  
**SCOPE OF SERVICES**

## Scope of Services

The Bay County Transportation Planning Organization (TPO) has awarded the Renovation / Remodel / Construction Management contract for the building located at 1021 Massalina Drive, Panama City, Florida to the most qualified Architectural firm, DAG Architects, Inc. The TPO operates the Bay Town Trolley and has determined a need for this renovation, and possible roof replacement, of this building for use as offices for transit staff.

The contract resulting from RFQ 18-01 and the Architect's Responses to RFQ 18-01, which are hereby incorporated into this document, requires the Architect to provide professional services for design, renovation, roof replacement, obtaining permits and management of Contractor(s) as required, for the property located at 1021 Massalina Drive, Panama City, Florida.

- Office Renovation - will include exterior window removal and replacement and additional cost related to the roof (ie., replacement of wood fascia as required, wrap fascia with break metal to match roof panels, new metal soffit panels, and wall panels to replace existing stucco band.) It may also include an awning at the front entrance, new storefront connector between office and maintenance building, and exterior painting).
- Maintenance Building Renovation
- New Standing Seam Metal Roof Panels

The Proposed A/E Fees will include, but are not limited to, Mechanical, Plumbing, Electrical, Structural and Construction Administration. The Architect has agreed to a Fee of 7.0% of the Total Construction Estimate not to exceed \$47,054.00. Printing costs will be billed at cost plus 10%. The fees covered under this contract do not include any new site work, Civil, Landscape, Telecom, Security, or AV. If additional services such as Civil, Landscape, Telecom, Security, and A/V are required, A/E fees will be billed at 7.0%.

Architect estimates Construction Costs at \$100.00 per square foot. Square footage of office renovation is +/- 2,914 SF. Square footage of Maintenance Building Renovation is +/- 3,008 SF. Roof repair/replacement is based upon a flat rate of \$80,000.00.

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 the FTA and the Bay County TPO.

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.



**EXHIBIT C**  
**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, sub-contractors, or vendors to have a substance abuse policy. The employees of such Architects, contractors, sub-contractors 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, sub-contractor or vendor, the TPO can exercise its right to bar all of the Architect's, contractor's, sub-contractor's, or vendor's, employees from its premises or decline to do business with the Architect, contractor, sub-contractor, or vendor in the future. All expenses and penalties incurred by the Architect, contractor, sub-contractor, or vendor as a result of a violation of the TPO's Substance Abuse Policy shall be borne by the Architect, contractor, sub-contractor, 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 TPO, on policies and with insurers acceptable to the TPO. These insurance requirements shall not limit the liability of the Architect. The TPO 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 Bay County TPO and the Bay County Board of County Commissioners as additional insureds to the extent of the TPO's and BOCC's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Architect waives its right of recovery against the TPO, 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 Architect shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Architect shall require the sub-contractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Architect shall require each of his sub-contractors similarly to maintain Employer's Liability Insurance similarly to the Architect. The Architect shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

- \$500,000 each Person
- \$500,000 each Person by Disease
- \$500,000 Policy Limit - Disease

#### **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, 840 W. 11th Street, 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 sub-contractors. 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 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.

**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.

**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.

**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.

☐**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.

☐**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.

☐**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.

☐**Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.



**EXHIBIT D**  
**ARCHITECT'S BILLING SUMMARY**

July 17, 2018



Lamar Hobbs  
Transit Operations Coordinator  
Bay County TPO  
840 W. 11<sup>th</sup> Street  
Panama City, Florida 32401

RE: Bay County TPO Office renovation

Lamar,

Thank you for the opportunity to submit this proposal for design services for the renovation of the TPO office and maintenance building renovation. Based on what we have discussed regarding the building renovation and exterior improvements, we believe the cost of the project to be as follows:

- **Office renovation** – 2914 SF @ \$100.00 / SF = **\$291,400.00** (This would include exterior window removal and replacement and additional cost related to the roof (i.e. replacement of wood fascia as required, wrap fascia with break metal to match roof panels, new metal soffit panels, and wall panels to replace existing stucco band.) It may also include an awning at the front entrance, new storefront connector between office and maintenance bldg., and exterior painting). We would have a series of alternates that you could choose from, depending on how the bids come in.
- **Maintenance Building Renovation** - 3008 SF @ \$100.00 / SF = **\$300,800.00**
- **New standing seam metal roof panels** - **\$80,000.00**
- The above number does not include any new site work. However, as we discussed, we will generate a site plan for pricing as an alternate.

Total Construction Estimate – **\$672,200.00**

- Proposed A/E Fees – 7.0% x \$672,200.00 = **\$47,054.00** (This includes Mechanical, Plumbing, Electrical, Structural and Construction Administration.)
- The above fees do not include the following:
  - Civil
  - Landscape
  - Telecom
  - Security
  - AV

Total Project cost - **\$719,254.00**

Printing cost will be billed at cost plus 10%.

DAG architects

AA C000745

455 harrison avenue

suite b

panama city, florida

32401

p 850.387.1671

www.dagarchitects.com

After your review of this information, we welcome the opportunity to meet and discuss together at your earliest convenience

Sincerely,

A handwritten signature in black ink, appearing to read "Owen E. Gipson". The signature is fluid and cursive, with a large initial "O" and a long horizontal stroke at the end.

Owen E. Gipson RA  
Architect – Associate Principal

Copy:  
Charlie Clary, FAIA

**EXHIBIT E**  
**ARCHITECT'S BILLING SCHEDULE**

## **ARCHITECT'S BILLING SCHEDULE**

Architect will invoice the TPO the following percentages at the end of each phase of the project. A partial explanation of each is hereby included following each phase heading.

- |  |     |
|--|-----|
| Schematic Design Phase   | 15% |
| Review of laws, codes, applicable regulations, and information furnished by the TPO; prepare and present designs; consider environmentally responsible design alternatives; schedule and budget for the Cost of Work; submit to TPO for approval.  |     |
| Design Development Phase   | 20% |
| Prepare Design Development Documents for approval; describe Project as to architectural, structural, mechanical, and electrical and other such elements as may be appropriate; update the estimate of the Cost of the Work; submit to TPO for approval.  |     |
| Constructions Documents Phase  | 35% |
| Illustrate and describe the further development of the approved Design Development, incorporating into the design requirements any governmental requirements; assist the TPO in the development and preparation of proposals and procurement information; the conditions of the Contract for Construction; compile project manual to include the Conditions of the Contract; submit to the TPO for approval.   |     |
| Bidding and Negotiation Phase  | 5%  |
| Assist TPO in establishing a list of prospective contractors; assist TPO with obtaining competitive proposals, confirming responsiveness to proposal request, determining the successful proposer and awarding and preparing contracts for construction. Architect will procure the reproduction of Request for Proposal Documents for distribution; distribute documents; collect proposals and keep a log of said distribution and collection; organize and conduct pre-proposal conference; respond to clarifications and questions in the form of addenda; organize and conduct opening of proposals; document and distribute proposal results to appropriate parties. |     |
| Construction Management Phase  | 25% |
| Architect shall administer the contract between the TPO and selected Contractor; perform site visits/inspections at appropriate stages of construction and advise the TPO of status; endeavor to secure faithful performance by both the TPO and the contractor; review and submit Contractor's applications for payment; forward to the TPO written warranties and related documents; perform a final inspection; notify TPO of project completion, retainage amount and balance of the Contract amount to be paid to Contractor.   |     |

Upon request of the TPO, and within one year from the Substantial Completion date, the Architect shall, without additional compensation, conduct a meeting with the TPO's representative to review the facility operations and performance.