

MEMORANDUM OF AGREEMENT
BETWEEN THE
FLORIDA-ALABAMA, OKALOOSA-WALTON AND BAY COUNTY
TRANSPORTATION PLANNING ORGANIZATIONS
AND
HDR ENGINEERING, INC.

This Agreement is entered into by and between the Florida-Alabama, Okaloosa-Walton, and Bay County Transportation Planning Organizations, hereinafter referred to as the TPOs, local governmental entities of the State of Florida, having offices at 4081 E. Olive Road, Suite A; Pensacola, Florida 32514 and 36474 A Emerald Coast Parkway, Suite 1201, Destin, FL 32541, and HDR Engineering, Inc., hereinafter referred to as the General Planning Consultant (GPC) having offices at 25 West Cedar Street, Suite 200, Pensacola, FL 32502-5945. The purpose of this Agreement is to provide the basis under which the TPOs and the GPC agree to cooperate to complete multiple TPO planning tasks identified in the TPOs' adopted **Unified Planning Work Programs ("UPWP")**.

It is hereby declared to be in the public interest and the purpose of the Agreement that the TPOs and the GPC jointly pledge their intention to cooperatively seek to undertake, perform and complete the technical studies required to complete the project. Specific areas of agreement to coordinate respective activities are as follows:

1.0 STAFF SERVICES

The GPC shall provide staff services to the TPOs to undertake, perform, and complete the reasonably necessary technical services required in the Scope of Services as outlined in the Request for Letters of Interest, "Attachment A", which is attached to and made part of this Agreement. More specifically, the GPC shall provide the specific staff services, which are identified in each negotiated Task Work Order, which shall be negotiated and signed by each party prior to proceeding with work and charges. The TPOs have authorized the "Transportation Planning Manager" to negotiate and approve each Task Work Order for tasks identified in the adopted **UPWPs**. The "Transportation Planning Manager" is Mary Beth Washnock [or his/her successor appointed from time to time by the TPO Staff Executive Director].

GPC shall provide its services in accordance with the normal degree of care and skill of other reputable engineers providing similar services on similar projects of like size and nature at the same time and in the same locale as this project.

2.0 PROJECT SCHEDULE

This Agreement shall begin on October 29, 2018 and shall continue for a period of three (3) years. Two one-year extensions will be available at the discretion of the TPO Staff Executive Director. The TPO Staff Executive Director is Austin Mount [or his/her successor appointed from time to time by the West Florida Regional Planning Council]. Within each Task Work Order shall be a schedule for completion of that task.

3.0 PROJECT BUDGET

A Project Budget, "Attachment B", which consists of the hourly rate for each classification of employee who will be working on this project, is developed by the GPC and made part of this agreement. These rates shall be negotiated with the TPOs and, upon approval, shall be used throughout the term of this Agreement on all Task Work Orders.

4.0 PROJECT COST

In each adopted **Unified Planning Work Program (UPWP)**, the TPOs may set aside funds for work to be completed by the GPCs. However, there is no guarantee of a specific funding level for GPC work during any specific fiscal year. Funds allocated for consultant work are dependent on future levels of federal, state, and local funding to the TPOs. The cost of each negotiated Task Work Order shall be established at the time each Task Work Order is developed and signed by the TPO and GPC. The cost shall be based on man-hours required to complete the project and hourly rates of personnel assigned to each task, as identified in "Attachment B" to this Agreement. The Transportation Planning Manager must be notified in writing of any personnel additions or deletions. The cost of each Task Work Order may include time for completion of the executed scope but shall not include time for correction of work resulting from negligent errors and omissions on the part of the GPC following review by the TPO Staff, TPO, and the Florida Department of Transportation.

5.0 METHOD OF PAYMENT

The GPC will adhere to the following procedures:

5.01 The GPC shall submit monthly progress reports in sufficient detail to show progress on each task of the scope, as described in "Attachment A" and current, open Task Work Orders. Reports shall be submitted by the fifteenth day of the subsequent month whether or not an invoice accompanies the report.

- 5.02 The GPC shall submit monthly invoices signed by a principal or authorized project director of the GPC as to their correctness. The TPOs shall provide a copy of an invoice format used on other projects. A standard Florida Department of Transportation invoice summary format is acceptable. The invoice summary and progress report shall show (i) the total contract amount, (ii) the percent of total work completed to the date of the invoice, (iii) a description of services billed in the current invoice (including those performed by sub-consultants) by task (iv) the amount of all previous billings, and (v) the amount currently billed in the invoice. Each invoice shall be consecutively numbered and shall include the TPO Project Account Number (TPO Account, Task Number). The TPO staff shall provide this information for each Task Work Order.
- 5.03 The final payment for each Task Work Order shall be withheld until final completion of all work on that task.
- 5.04 The invoices shall be accompanied by the monthly progress report.
- 5.05 When the Transportation Planning Manager has approved the statement, the West Florida Regional Planning Council on behalf of the TPOs will issue a check to the GPC.
- 5.06 The TPOs 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 TPOs. Otherwise, payment shall be governed by the Florida Local Government Prompt Payment Act, Sections 218.70 *et seq.*, Florida Statutes.
- 5.07 All sub-consultants will be paid through the GPC and by the GPC.

6.0 WORK PRODUCTS

The GPC 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 TPOs' computer system and as specified by the TPOs. For all tasks, no less than a final printed product and an electronic product shall be delivered to the TPOs. Any reuse or modification of such Work Product for purposes other than intended by the GPC in its scope of services herein shall be at the TPO's sole risk and without liability to the GPC.

7.0 TERMINATION

Subject in all events to Section 9.03 of this Agreement, this Agreement may be terminated for any reason by the TPOs or the GPC by giving written notice to the other

party thirty (30) calendar days prior to such termination. If either party is in substantial breach of the Agreement, termination may be made after thirty (30) calendar days in written notice and the failure of the party to so cure. Notices shall be addressed as follows:

If to the TPOs: Florida-Alabama, Okaloosa-Walton, and Bay County TPOs
c/o West Florida Regional Planning Council
ATTN: Ms. Mary Beth Washnock, Transportation Planning Manager
P.O. Box 11399
(4081 E. Olive Road, Suite A, Pensacola, FL 32514)
Pensacola, Florida 32524-1399
Phone: 850-332-7976
Fax: 850-637-1923
Email: marybeth.washnock@wfrpc.org

If to the GPC: HDR Engineering, Inc.
ATTN: John Wimberly, PE
25 West Cedar Street, Suite 200
Pensacola, Florida 32502-5945
Phone: (850) 429-8921
Email: John.Wimberly@hdrinc.com

8.0 ADDITIONAL CONSIDERATIONS

It is not the intent of this Agreement to specify all areas that can or should be effectively coordinated; rather, the parties agree to work together in a collaborative effort requiring timely and open communications, professionalism and cooperation.

9.0 STANDARD PROVISIONS

9.01 SUPPLEMENTAL AGREEMENTS – It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the written and duly authorized signatures of representatives of the TPOs and the GPC, anything to the contrary in this Agreement notwithstanding.

9.02 THIRD PARTY CONTRACT – Third parties that are now authorized subcontractors of the HDR Engineering, Inc. Team include Carpe Diem Community Solutions. Except as noted above and otherwise authorized in writing by the TPOs, the GPC shall not execute any contract or obligate itself in any other manner with any third party with respect to the project.

9.03 TERMINATION OR SUSPENSION

- (a) Termination or Suspension Generally – If the GPC materially defaults in the performance of its obligations, or if the GPC abandons or, before completion, finally discontinues the project or if for any other reason the commencement or timely completion of the project by the GPC is rendered improbable, infeasible, impossible, or illegal, in each instance as determined by the TPOs, the TPOs may, by written notice to the GPC, (i) suspend any or all of the GPC’s services under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or (ii) the TPOs may pursue each and every available legal and equitable remedy, including but not limited to monetary damages, attorneys’ fees, and costs incurred in obtaining relief.
- (b) Action Subsequent to Notice of Termination or Suspension – Upon receipt of any suspension or termination notice under this section, the GPC shall proceed promptly to carry out the actions required therein which may include any or all of the following: 1) necessary action specified by the TPOs to terminate or suspend, as the case may be, program activities and contracts; 2) furnish to the TPOs a final statement of the status of the project costs incurred before receipt of notice of termination or suspension (as applicable); and 3) deliver to the TPOs all documents and information developed by the GPC and its subconsultants in the performance of (i) services for which the GPC has received payment and (ii) services for which the GPC is seeking payment

9.04 AUDIT AND INSPECTION – The GPC shall permit the TPOs to inspect all work, payrolls, records of personnel, invoices and other relevant data and records; and to audit the books, time based and reimbursable expense records and accounts of the GPC, pertaining to the development of the Project. Records of costs incurred under this Agreement shall be maintained and made available upon request to the TPOs.

9.05 NONDISCRIMINATION

- (a) Compliance with Regulations – The GPC 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.

- (b) Nondiscrimination – The GPC, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The GPC shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) Solicitations for Subcontractors, including Procurements of Materials and Equipment – In all solicitations made by the GPC, either by competitive biddings or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the GPC of the GPC's 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. However, this Section 9.05(c) does not affect in any manner the restrictions of Section 9.02 of this Agreement.
- (d) Information and Reports – The GPC shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the GPC is in the exclusive possession of another who fails or refuses to furnish this information, the GPC shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* and shall set forth what efforts the GPC has made to obtain this information.
- (e) Sanctions for Noncompliance – In the event of the GPC's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal*

Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the GPC under the contract until the GPC complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions – The GPC shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The GPC shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the GPC becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the GPC may request the *Florida Department of Transportation* to enter into such litigation to protect the interest of the *Florida Department of Transportation*, and, in addition, the GPC may request the United States to enter into such litigation to protect the interests of the United States.

9.06 ACCURACY OF WORK – The GPC shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the GPC and if due to causes within the GPC’s reasonable control without additional compensation. Acceptance of the work by the TPOs will not relieve the GPC of the responsibility for subsequent correction of any negligent errors or omissions and the clarification of any ambiguities.

9.07 PROHIBITED INTERESTS – No member, officer, or employee of the TPOs or of the member governments during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. While this Agreement is in effect, and for one year after this Agreement expires or terminates for any reason, the GPC will not take any action inconsistent with this Section 9.07.

- 9.08 GOVERNING LAW – This Agreement shall be governed by, and be construed in accordance with, the codified and common laws of the State of Florida.
- 9.09 INDEPENDENT CONTRACTOR – The GPC shall be an independent contractor, and shall not hold itself or its employees out as employees of the TPOs.
- 9.10 CONFIDENTIALITY – Except for documents and data which are required to be disclosed by applicable law or court order, the GPC has the duty to maintain the confidentiality of all information, recommendations, plans and communications relating to each of the UPWPs, both during the term of this Agreement and after its termination or expiration.
- 9.11 STANDARD OF CARE – In performing its work under this Agreement, GPC shall exercise the level of care and skill ordinarily exercised by design professionals performing the same or similar work, at the same time and locality, and under the same or similar conditions.

10.0 INSURANCE AND INDEMNIFICATION

The GPC shall not commence work on this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the TPOs. The GPC shall indemnify and save the TPOs harmless from any and all claims, liability, losses, and causes of actions to the extent arising out of negligent act, error, or omission of the GPC's professional services under this agreement. The GPC shall pay all claims and losses resulting from the direct performance of the services in connection herewith and shall pay all costs and judgments that may issue thereon.

The GPC shall maintain during the term of this Agreement the following insurance:

- A. Business Automobile Liability Insurance covering all non-owned and hired vehicles with limits of liability of \$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage.
- B. Commercial General Liability Insurance for premises/operations, products/completed operations, contractual liability, and independent contractors with limits of liability of \$1,000,000 per claim for bodily injury and property damage.
- C. Worker's Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.
- D. Professional Liability Insurance in compliance with section 337.106, Florida Statutes, with limits of \$300,000 per claim and in the annual aggregate.

The GPC shall furnish certificates of insurance to the TPOs prior to commencement of operations, which certificates shall clearly indicate that the GPC has obtained insurance

in the type, amount, and classification as required for strict compliance with this section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the TPOs. Compliance with the foregoing requirements shall not relieve the GPC of its liability and obligations under this section or under any other portion of this Agreement.


By entering into this Memorandum of Agreement, the TPOs do not waive any of their rights or immunities under section 768.28, Florida Statutes, or other Florida laws.

This Agreement, consisting of pages one (1) through nine (9), together with the Attachments identified herein, constitutes the entire base Agreement between the TPOs and the GPC concerning each UPWP issued pursuant to this Agreement, and supersedes all prior written or oral understandings. Specific Task Work Orders shall specify the work to be accomplished, man hours, schedule, and cost for each task included in this Agreement. This Agreement and said Attachments and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

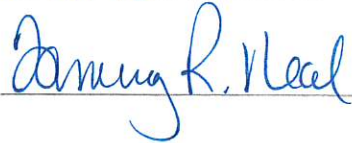
IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the TPOs and the GPC, do hereby enter into this Agreement.

**FLORIDA-ALABAMA, OKALOOSA-WALTON, AND BAY COUNTY
TRANSPORTATION PLANNING ORGANIZATIONS**

By: **WEST FLORIDA REGIONAL PLANNING COUNCIL**

By: 
Austin Mount, Executive Director

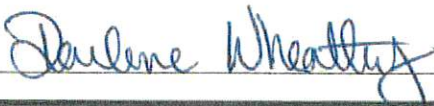
DATE: 10-29-18

WITNESS: 

HDR ENGINEERING, INC.

By: 
Christine Kefauver, Area Manager

DATE: October 30, 2018

WITNESS: 

Attachment A: Request for Letters of Interest

REQUEST FOR LETTERS OF INTEREST

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION

REQUEST FOR LETTERS OF INTEREST NOTICE TO PROFESSIONAL CONSULTANTS

The Florida-Alabama Transportation Planning Organization (FL-AL TPO), the Okaloosa-Walton Transportation Planning Organization (O-W TPO), and the Bay County Transportation Planning Organization (BC TPO) [FL-AL TPO, O-W TPO, and BC TPO are referred to separately as “TPO” and collectively as “the TPOs”], in cooperation with the Florida Department of Transportation (FDOT) and the Alabama Department of Transportation (ALDOT), and the West Florida Regional Planning Council (WFRPC) request that qualified consultants submit Proposals for consideration in the competitive selection of professional transportation planning services on the following project:

PROJECT: GENERAL PLANNING CONSULTANTS (GPC)

It is the intent for the TPOs to retain the services of one or more Consultants to provide support to one or more of the TPOs for the transportation planning activities set forth in the Unified Planning Work Programs (UPWPs). The Code of Federal Regulations defines a UPWP as “...a statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, timeframes for completing the work, the cost of the work, and the source(s) of funds.” [23 CFR 450.104]. The proposed length of the agreement is three (3) years, with the option of two (2) one-year extensions, to be exercised at the sole discretion of the West Florida Regional Planning Council’s Executive Director. The work involves providing assistance to the TPO staff on a work assignment basis in a variety of technical, graphical, public involvement, and product review activities. The Consultants shall assist the TPO staff by providing additional resources as needed to accomplish assignments authorized by the TPO. Consideration will be given to

only those firms that have been prequalified by the FDOT to perform the following MAJOR Type(s) of Work.

- MAJOR TYPE OF WORK:**
- 13.3 Policy Planning
 - 13.4 Systems Planning
 - 13.5 Subarea/Corridor Planning
 - 13.6 Land Planning/Engineering
 - 13.7 Transportation Statistics

SCOPE OF SERVICES

This section, Scope of Services, outlines tasks that may be assigned to the Consultants under a general planning consultant agreement. The Consultants may be asked to complete tasks from the [FL-AL TPO UPWP](#), the [O-W TPO UPWP](#), and the [BC TPO UPWP](#), and these tasks are described broadly as follows:

- A. **Public Participation Process (PPP):** The Consultants may assist the TPOs to educate and inform the public about the urban transportation planning process; devise methods to increase the public's awareness of how transportation systems are planned and constructed; and increase interest and participation in transportation planning projects. Consultants will encourage participation in the transportation planning process from as many sectors as possible, with specific attention to low-income groups, the elderly, physically disadvantaged, and minorities.

- B. **Regional Coordination:** Consultants will encourage that agencies at federal, state, and local levels engage in regional coordination of transportation plans. The agencies include the Association of MPOs (AMPO), National Association of Regional Councils (NARC), Federal Transit Administration (FTA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida MPO Advisory Council (MPOAC), Florida Transportation Commission (FTC), Florida State Legislature (House and Senate), and West Florida Regional Planning Council (WFRPC). The 2000 Census drew boundaries of urbanized areas that overlap political and traditional transportation planning areas, creating

continuous urbanized areas. Regional planning has been a federal and state planning emphasis area (PEA) and is a requirement for the State Transportation Regional Incentive Program (TRIP). The Consultants may assist the TPOs with regional planning activities.

C. **Long Range Transportation Planning:** As required in 23 Code of Federal Regulations 450.324 (d), Consultant teams will prepare long range transportation plans (LRTPs) to be reviewed and updated at least every four (4) years in air quality non-attainment areas and at least every five (5) years in air quality attainment areas. The LRTP's validity and consistency with current and forecasted transportation and land use conditions and trends will be reviewed and the horizon year will be extended.

D. **Transportation System Management (TSM) and Congestion Management Process (CMP) Planning:** The Consultants may assist the TPOs to identify projects that can be implemented quickly and are generally low cost operational improvements to the transportation system. Examples of TSM projects include adding turn lanes at intersections, updating traffic signals, modifying median openings, and making other operational improvements. CMP planning is required of TPOs to reduce traffic congestion in the TPO Planning Area. This includes an analysis of selected congested segments, and a comprehensive set of strategies to manage that congestion. The CMP rates the performance of transportation facilities (roadways, bike lanes, sidewalks, and transit services) and suggests low-cost, short-term strategies to alleviate congestion.

E. **Intelligent Transportation Systems (ITS) Planning:** The purpose of ITS Planning is to achieve the efficient operation of existing transportation facilities through the use of advanced information and communications technologies. Consultant resources may be utilized to assist the TPOs and advisory committees in developing and implementing ITS strategies affecting various travel modes.

F. **Freight Planning:** The Consultants may assist the TPOs in updating the Regional Freight Plan. The purpose of freight planning is to identify the primary categories of goods being transported, evaluate the efficiency of their

movement and identify improvements to the freight network. These improvements will be considered for inclusion in the TPO's priorities, FDOT's Work Program, and the Transportation Improvement Program(s) (TIP). Freight stakeholders will be included in the TPO planning process.

- G. **Public Transportation Planning:** The Consultants may assist the TPOs with public transportation planning activities that address short-term and long-term public transportation needs in the urbanized areas, assist with design and project management for rebuilding a public transportation facility in the Panama City urbanized area, assist with Transit Development Plan updates, and support the Transportation Disadvantaged Program.
- H. **Bicycle/Pedestrian Planning:** The Consultants may assist the TPOs to improve personal mobility by returning to principles of pedestrian and bicycle-friendly communities, otherwise known as 'livable communities', and to meet the goals of the Fixing America's Surface Transportation Act (FAST Act) to provide and promote modal choices. This task emphasizes considerations for pedestrians and bicyclists in all transportation planning and construction projects.
- I. **Air Quality Planning:** The Consultants may assist the TPOs in maintaining transportation conformity as defined by the U.S. Environmental Protection Agency (EPA) transportation conformity regulations (40 CFR Part 93, Subpart A), specifically with the Long Range Transportation Plans (LRTPs), Transportation Improvement Programs (TIPs), and any plans in which project identification numbers, project descriptions, funding types, and funding amounts are included. This task focuses on attainment with the national ambient air quality standard (NAAQS) for ground-level ozone and/or particulate matter 2.5.
- J. **Corridor Management Planning:** The Consultants may assist the TPOs in developing corridor management plans for arterial corridors. The TPOs will work with local governments to promote corridor management planning and the Consultants may assist the TPOs with plans to implement improvements as programmed in the 2040 Long Range Transportation Plan and previously adopted Corridor Management Plans.

- K. **Miscellaneous Technical Studies:** The activities associated with this task are included in the individual TPO Unified Planning Work Program as studies that are undertaken as the result of a special need identified during the course of carrying out the metropolitan planning program process. Illustrative tasks may include special trip generation studies, technical support to other transportation agencies, and review and analysis of other planning studies. An example completed under a previous agreement is the Feasibility Study of Advance Funding of Transportation Capacity Projects.
- L. **Transit Operations Planning:** Consultants may be used to assist the TPOs with transit operations planning activities, including assistance with transit corridor planning studies, development of service plans for new transit corridors and under-performing routes, route analysis, assistance with promotional and public involvement activities, and implementation of transit-friendly design standards.

RESPONSE EVALUATION: All respondents will be evaluated in accordance with Section 287.055(4), *Florida Statutes* (FS), and must be determined by the TPOs and the FDOT as qualified to do business in Florida and qualified to perform the advertised work requirements. The above project falls into the selection process so indicated in Chapter 14-75, Florida Administrative Code (FAC) wherein at least three (3) firms will be requested to submit technical proposals. The contract fee will be negotiated in accordance with Section 287.055 (FS).

Lobbying of TPO Members, TPO Advisory Committee Members and TPO Staff regarding this Request for Letters of Interest by any member of a Proposer's staff, or those people who are members of, or employed by, any legal entity affiliated with an organization that is responding to the Request for Letters of Interest, is strictly prohibited. Such actions may cause your proposal, or the proposal you are supporting, to be rejected.

SUBCONSULTANT OPPORTUNITY: Subconsultants that are not pre-qualified by FDOT shall be subject to compensation restrictions as specified in Chapter 14-75, FAC. Any such subconsultant utilized must be technically qualified by FDOT before work may commence.

NOTIFICATION OF CRIME CONVICTION: Each applicant shall notify FDOT within 30 days after a conviction of a contract crime applicable to it or any officer, director, executive, shareholder active in management, employee, or agent of its affiliates. "The term 'contract crime' means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract." (Section 337.165 (1)(c), FS, under Section 337.164 (FS)., the privilege of conducting business with FDOT shall be denied to applicants so convicted until such applicant is properly reinstated pursuant to Section 337.165, F.S., and Chapter 14-75, FAC.

FEDERAL DEBARMENT: By signing and submitting a Letter of Interest, the consultant certifies that no principal (which includes officers, directors, and executives) is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this engagement by any federal department or agency.

EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM STATEMENT: The TPOs do not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, 42 USC 2000d to 2000d-4, and Title 49 CFR, Part 21. The TPOs ensure, in accordance with 49 CFR Part 26, that certified FDOT Disadvantaged Business Enterprise Program (DBE) participants have an equal opportunity to receive and participate in FDOT assisted contracts.

TO RESPOND: Firms, pre-qualified to conduct business in the State of Florida by the FDOT, are asked to submit fifteen paper copies and one electronic copy (either on a flash drive included in the submission or via email to jill.lavender@wfrpc.org) of the Letter of Interest to the WFRPC office by 4:30 p.m. (CT), Friday, April 6, 2018. Letters of Interest should not contain links to Web Pages and must, at a minimum, include the following information:

- a. Project Name: General Planning Consultants (GPC)
- b. Consultant's name and address
- c. Proposed responsible office for consultant
- d. Contact person, phone number, and Internet Email Address
- e. Statement regarding prequalification of consultant or proposed subconsultants in advertised type of work
- f. Proposed key personnel and their proposed roles (do not include resumes)
- g. Subconsultant(s) that may be used for the project not listed in item 'e' above
- h. A Bid Opportunity List (FDOT Form No. 375-040-62) should be included as a separate attached file. This will not be counted as one of the five pages of the Letter of Interest.

The "Letter of Interest" must be no more than five (5) one-sided pages in length and shall describe related experience, training, and qualifications to complete planning tasks for the TPOs.

The outside of the envelope containing the Proposal must be marked GENERAL PLANNING CONSULTANT SERVICES FOR THE FLORIDA-ALABAMA TPO,

THE OKALOOSA-WALTON TPO, AND THE BAY COUNTY TPO. The TPOs will accept no responsibility for letters not so marked. Letters are to remain in effect for 90 calendar days from the date of submission. The TPO reserves the right to reject any and all proposals.

Requests for clarification of the requirements or inquiries about information contained in this request must be submitted to Jill Lavender at jill.lavender@wfrpc.org by 4:30 p.m. (CT), Friday, March 16, 2018. Responses to all questions will be posted at one time by 4:30 p.m. (CT), Friday, March 23, 2018, on the WFRPC webpage at <http://www.wfrpc.org/requests-proposals-rfps>.

Mail fifteen paper copies and one electronic copy to the WFRPC:
Jill Lavender
P.O. Box 11399
Pensacola, FL 32524
E-MAIL: jill.lavender@wfrpc.org
Phone: (850) 332-7976, ext. 212

Or to physical address:
4081 E. Olive Road, Suite A
Pensacola, FL 32514

SELECTION PROCESS: After the WFRPC's receipt of Letters of Interest, a Selection Committee consisting of TPO elected officials, technical committee members, citizen advisory committees, and staff shall shortlist a minimum of three firms. Shortlisted firms will be notified by e-mail. The selection committee invites shortlisted firms to submit a technical proposal and reserves the right to ask for oral presentations from shortlisted firms. Firms will be ranked based upon their understanding of requested services, project approach, technical strength, unique concepts, experience, and quality control methods. TPO Staff will present the GPC Selection Committee's determination to the TPO Boards for their approval at their regular August 2018 meetings.

2018 SCHEDULE: The proposed schedule for this Request for Letters of Interest is as follows:

Monday, March 5, 2018	Issue Request for Letter of Interest
Friday, April 6, 2018	Letter of Interest due from Proposers
Wednesday, May 2, 2018	Short listing of proposers completed by Selection Committee
Monday, May 7, 2018	Technical Proposal Submittal Requirements and Oral Presentation Requirements issued to short-listed firms
Wednesday, June 20, 2018	Technical Proposals Due
Wednesday, July 25, 2018	Oral Presentations/Evaluation/Final Recommendation of Selection Committee
Wednesday, August 8, 2018	Florida-Alabama TPO Board Action
Thursday, August 16, 2018	Okaloosa-Walton TPO Board Action
Wednesday, August 22, 2018	Bay County TPO Board Action

Attachment B: Project Budget

Partially Loaded Without Operating Margin

Consultant	Item	Partially Loaded Rates Without Operating Margin
HDR Engineering, Inc.	Project Manager Home	\$ 130.58
HDR Engineering, Inc.	Principal Engineer Home	\$ 181.28
HDR Engineering, Inc.	Senior Engineer Home	\$ 135.24
HDR Engineering, Inc.	Project Engineer Home	\$ 122.80
HDR Engineering, Inc.	Engineer Home	\$ 85.02
HDR Engineering, Inc.	Engineering Intern Home	\$ 79.91
HDR Engineering, Inc.	Chief Planner Home	\$ 210.94
HDR Engineering, Inc.	Senior Planner Home	\$ 115.69
HDR Engineering, Inc.	Senior Scientist Home	\$ 120.30
HDR Engineering, Inc.	Project Planner Home	\$ 100.43
HDR Engineering, Inc.	Planner Home	\$ 73.56
HDR Engineering, Inc.	Appraiser Home	\$ 141.23
HDR Engineering, Inc.	Transportation Data Scientist Home	\$ 140.24
HDR Engineering, Inc.	GIS Specialist Home	\$ 81.92
HDR Engineering, Inc.	Graphic Designer Home	\$ 77.14
HDR Engineering, Inc.	Secretary/Clerical Home	\$ 66.17
Carpe Diem Solutions	Community Outreach Specialist Home	\$ 108.15